CONVERGENCE ENERGY SERVICES LIMITED
2nd Floor, Core-3, SCOPE Complex,
Lodhi Road, New Delhi-110003.

CONTRACTS DEPARTMENT

OPEN TENDER

SECTION-1

DETAILED INVITATION FOR BIDS (IFB)

FOR

Name of Work: "Selection of Charge Point Operator (CPO) or Battery Swapping Operator (BSO), for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W, on a Build-Own-Operate-Maintain (BOOM) model of CESL, in identified locations at Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai, Maharashtra."

NIT/Bid Document No.: CESL/06/2026-27/CPO-BSO-JNPA/262710010 Dated: 06.10.2026

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

For & on Behalf of CESL

Note (*)

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

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User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

BID DETAILS

NIT/Bid Document No.	CESL/06/2026-27/CPO-BSO-JNPA/262710010
Tender Fee	INR 25,000/- (Rupees Twenty-Five Thousand Only) Non-Refundable and Non-Adjustable.
Earnest Money Deposit	<table><tr><th>Sl. No.</th><th>Packages</th><th>EMD (in Rs.)</th></tr><tr><td>1.</td><td>Jawaharlal Nehru Port Authority (JNPA)</td><td>36,70,000.00</td></tr></table> The EMD of Amount RS. 36,70,000 /- (Rupees Thirty-Six Lakhs Seventy Thousand Only) (EMD to be valid up to (bid validity+45 days) days from the date of techno-commercial bid opening).
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 06.10.2026 to 27.10.2026 (up to 1400 IST)
Online Bid Submission Period	From 06.10.2026 to 27.10.2026 (up to 1430 IST)
Pre-Bid Conference	On 15.10.2026 at 11:00 Hrs IST through video Conferencing Meeting link: https://teams.microsoft.com/meet/463148223428684?p=MyAQPutmUDMVMgi3zU Meeting ID: 463 148 223 428 684 Passcode: ft6tC9ZC Note: • Bidder shall ensure at their end that the device from which bidder is attending the online meeting is configured appropriately (if required). • CESL shall not be responsible for any issue arising on this context.
Techno-commercial E-bid Opening Date & Time	On 27.10.2026 at 15:00 Hrs. Note: The 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 in this context. All the queries shall be sent well in advance as mentioned in Annexure-2 of Section-4 (if any)
Bid Validity Duration	180 days from the date of opening of techno-commercial bid
Bid Documents Sections in this Tender	Section-1 - Detailed Invitation for Bids (IFB) Section-2 – Information to Bidders (ITB). Section-3 – General Conditions of Contract (GCC). Section-4 – Technical Specification and Special Conditions of Contract (SCC). - Including Volume-I, Volume-II and Volume-III Section-5 – Measurement and Verification.

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	Section-6 – Forms & Procedures.
Contact Person(s) for Technical Queries (*copy of the query to be marked to Contracts Dept. as well*)	Sh. Nishant Chowdhary (Head-EVCI) Convergence Energy Services Ltd Email: (head-evci.cesl@eesl.co.in)
Contact Person(s) for Tender-related Queries	Sh. Ashim Bhattacharya (Head-Contracts), Sh. Amit Sood (Head- Commercial), Sh. M Venugopal (Sr. Manager– Contracts), Convergence Energy Services Ltd. E-mail: abhattacharya@eesl.co.in head-comrec.cesl@eesl.co.in mvenugopal@eesl.co.in
RfP to be addressed to	CGM (Contracts) Convergence Energy Services Limited. 9th Floor, Jeevan Prakash Building, 25, KG Marg, Connaught Place, New Delhi – 110001

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

The tender fee and Bid Security/EMD must reach the following address in a sealed envelope superscribed "**EMD and Bidding Document Fee for.** CESL/06_____ "before the submission date & time mentioned above.

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

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

Any relaxation/exemption sought by bidders shall only be considered in accordance with relevant clauses Section-2 (ITB) regarding submission of EMD and Tender Fee and shall be subject to fulfilment of conditions defined in the said clauses. Since all the conditions explained in the said clauses for seeking exemption from submission of Tender Fee & EMD are

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ES LIMITED, C=IN
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Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

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

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

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

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

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

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

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

Steps for Registration on CESL's E-Procurement Portal

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

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Issuer : CN=C1 India CA 2015, O=C1 India, OID.2.5.4.17=110003
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

(vii) Fill all mandatory fields of Common Info form and upload scan copy of your DD (in favour of "Convergence Energy Services Limited", Delhi) in PDF format of INR 5,000/- and click on save and send the original DD to CESL, Delhi office, Covering Letter on your letter head pad and print out of page regarding registration of approval (automatically generated on screen).

(viii) Also read the instructions given under E-tendering link available at home page of CESL website www.convergence.co.in .

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

4.3 (A) Digital Signature Certificate:

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

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

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

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

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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

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SECTION-2
INSTRUCTIONS TO THE BIDDER (ITB) / CONSORTIUM OF BIDDERS

Name of Work: "Selection of Charge Point Operator (CPO) or Battery Swapping Operator (BSO) for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W, on a Build-Own-Operate-Maintain (BOOM) model of CESL, in identified locations at Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai, Maharashtra."

NIT/Bid Document No.: CESL/06/2026-27/CPO-BSO-JNPA/262710010 Dated: 06.10.2026

NOTE:
THE TERMS & CONDITIONS STIPULATED IN SECTION-4 WILL SUPERSEDE ANY CONTRADICTORY/SIMILAR/OVERLAPPING TERMS & CONDITIONS IN ANY OTHER SECTION/PART OF THE TENDER

A. THE BIDDING DOCUMENTS

1.1 The bidding documents include the following

Section-1	Invitation for Bids (IFB)
Section-2	Instructions to Bidder / Consortium of Bidders (ITB)
Section-3	General Conditions of Contract (GCC)
Section-4	Special Conditions of Contract explaining in detail technical specifications, scope of work for supply/supply and installation & Commissioning/Consultancy, drawings, documents in support of bidder's qualifications (Qualifying Requirement), and Online Price Bid format. (SCC)
Section-5	Measurement and Verification
Section-6	Forms and Procedure

The bidder is expected to examine all the instructions, forms, terms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of bid.

Definitions

In the "Bid / Tender / Contract Document" as herein defined where the context so admits, the following words and expression will have the following meaning:

1. "Affiliate" shall mean a company that either directly or indirectly
   i) controls or
   ii) is controlled by or
   iii) is under common control with a Bidding Company (in the case of a single company) and "control" means ownership by one company
2. "B.I.S" shall mean specifications of Bureau of Indian Standards (BIS);
3. "Bid / Tender" shall mean the Techno Commercial and the Price Bid submitted by the Bidder along with all documents/credentials/attachments, formats, etc., in response to this Bid Document, in accordance with the terms and conditions hereof.
4. "Bidder / Tenderer" shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require";
5. "Bid Security" shall mean the unconditional and irrevocable bank guarantee/ demand draft/Insurance Surety bond to be submitted along with the Bid by the Bidder;
6. "Bidding Company" shall refer to such single/consortium company that has submitted the Bid in accordance with the provisions of this Bid;
7. "Bid Deadline" shall mean the last date and time for submission of Bid in response to this Bid as specified in Bid Information Sheet and as specified in ITB Clause 3.2 of this Bid document including all amendments thereto;

Signature
Subject: CN=VENUGOPAL MYENUGUPPALLI, E=MYENUGOPAL@CESL.IN, OID.2.5.4.97=MOBR-0425154007, 2b0df90330ce06ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b38, 4b98b9fab74d84, OU=MANAGER TECHNICAL, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : mvenugopal
Serial No : ACCEEA0[illegible]

8. “Bid Document” shall mean all Definitions, Sections, Layouts, Drawings, Photographs, Formats & Annexures etc. as provided in this bid including all the terms and conditions hereof.
9. “Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
10. “Competent Authority’’ shall mean CEO & Managing Director (MD) of himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;
11. “Company” shall mean a body incorporated in India under the Companies Act,1956;
12. "Contract" means the agreement entered into between CESL and the Contractor, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
13. "Contract Price / Contract Value" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in Bid and/or the Contract rates as payable to the Contractor for the entire execution and full completion of the Work (Price for Supply, Transportation (including loading, unloading and transfer to Site), Insurance including change order.
14. “Completion of Work” means that the Project/Works have been completed operationally and structurally and Commissioning has been attained as per Technical Specifications.
15. “Commissioning” means successful operation of the Project/Works by the Contractor, for the purpose of carrying out Guarantee Test(s).
16. “Contract Document" shall mean collectively the Bid Document, Design, Drawings, and Specifications, Annexures, agreed variations, if any, and such other documents consisting the bid and acceptance thereof;
17. “Contractor’s Equipment” means all plant, Works, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Works that are to be provided by the Contractor, but does not include plant and equipment, or other things intended to form or forming part of the Works.
18. “Day” means calendar day;
19. “Defect Liability Period” means the period of validity of the warranties given by the Contractor (commencing at Completion of the Project/Works, during which the Contractor is responsible for defects with respect to the Project/Works.
20. “CESL” or “CESL” shall mean Convergence Energy Services Limited, New Delhi.
21. “Eligibility Criteria” shall mean the Eligibility Criteria as set forth in Section 3: Technical& Special Conditions of Contract of this BID;
22. “Engineer-in-Charge” shall mean the person designated from time to time by CESL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract;
23. “Effective Date” means the date from which the Time for Completion shall be determined;
24. “GCC” means the General Conditions of Contract contained in this section;
25. “GHI” shall mean Global Horizontal Irradiation.
26. "Goods" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Works by the Contractor under the Contract but does not include Contractor’s Equipment;
27. “Guarantee Test(s)” means the test(s) specified in the Technical Specification to be carried out to ascertain whether the Project/Works is able to attain the functional requirements specified in the Technical Specifications.
28. “The Government” means the Government of India.
29. "IEC" shall mean specifications of International Electro-Technical Commission;
30. "CESL" shall mean Convergence Energy Services Limited;
31. “Mobilization" shall mean establishment of adequate infrastructure by the Contractor at Site comprising of construction equipment’s, aids, tools tackles, offices with facilities such as power, water, communication etc. including manpower comprising of Engineers, supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of Work at site(s), in accordance with the agreed Time Schedule of Completion of Work.
32. "O&M/ AMC" shall mean Operation & Maintenance (O& M)/ Annual Maintenance Contract (AMC) of the supplied equipment’s;
33. “Parent Company” shall mean a company that holds paid-up equity capital directly or indirectly in the Bidding Company, as the case may be;

Signature :-
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4b98b9fab74d84, OU=MANAGER TECHNICAL, O=CONVERGENCE ENERGY SERVIC
ES LIMITED, C=IN
User ID : mvenugopal

34. “Price Bid” shall mean separate Envelope, containing the Bidder’s Quoted Price as per the format prescribed in Section-4 (Technical & Special Conditions of Contract) of this BID;
35. “Qualified Bidder” shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Eligibility Criteria set forth in Section 3: Technical& Special Conditions of Contract of this BID stand qualified for opening and evaluation of their Price Bid;
36. “SNA” shall mean State Nodal Agency.
37. “SCC” means the Special Conditions of Contract.
38. “Statutory Auditor” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;
39. “Services” means all those services ancillary to the supply of the Works, to be provided by the Contractor under the Contract; e.g. transportation(including loading, unloading and transfer to Site) and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor’s Equipment and the supply of all civil, structural and construction materials required),installation,/Pre-commissioning, commissioning, carrying out guarantee tests, operations, maintenance, the provision of operations and maintenance manuals, training of CESL’s personnel and one or two persons from the beneficiaries groups are imparted trainings etc.
40. “Successful Bidder(s) / Contractor(s)” shall mean the Bidder(s) selected by CESL pursuant to this Bid i.e. on whom award is made. They are also called as implementing partner which includes Consultants also.
41. “Site” means the Land and other places upon which the Works are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site. The details of the Site are as contained in Section 3: Technical& Special Conditions of Contract of this BID.
42. “Sub-Contractor” means any person or firm or Company (other than the Contractor) to whom any part of the Work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal representatives, successors and permitted assigns of such person, firm or company.
43. “Standards” shall mean the standards mentioned in the technical specification of the goods and equipment utilized for the Work or such other standard which ensure equal or higher quality and such standards shall be latest issued by the concerned institution like Bureau of Indian standards(BIS), MNRE, etc.
44. “Time for Completion” means the time within which Completion of the Project/Works is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract;
45. “Work” means the “Goods” to be supplied and installed, as well as all the “Services” to be carried out by the Contractor under the Contract;
46. “Wp” shall mean Watt Peak.
47. Third Parties means to which CESL has awarded some work and consultant may be required to co-ordinate with third parties as per scope of work.
48. Agreed Remuneration means the fee to which consultant is entitled as per their quoted and agreed price according to the contract.
49. Consultant: The consultant shall be the professional undertaking or the professional individual named in the contract who is appointed by CESL to perform the services.

Interpretations

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

1.2 Clarification on Bidding Documents

A prospective Bidder requiring any clarification to the bidding documents may notify CESL in writing or email or by post or by telex or telefax at CESL’s mailing address indicated below. CESL will respond in writing to any request for clarification or modification of the bidding documents that it receives no

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Not Verified
Digitally signed by MYVENUGOPAL
Date: 2026.10.06 17:24:24 IST
Reason: SelfAttested
Location: Delhi
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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : NCCEA0C1C2C1D2D8B4B2B0B0C5A8F5

later than the date specified for pre-bid queries in the RfP. The response to the queries will be posted on the e-tender portal.

The address of CESL, for communication:

Head (Contracts),
Convergence Energy Efficiency Limited,
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001
Tel: +011-42259600

The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.

CESL will also facilitate the bidder and any of its personnel or agents for getting permission from the authorities, where actual work is to be executed, to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify CESL and also the authorities , where work is to be executed, and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

Whenever the bidder is silent about the acceptance of RfP/IFB conditions such as bank guarantee, warranty period, liquidated damages, certification of relation clause no.2.13 [Conflict of Interest] etc. it shall be presumed that the bidder has accepted and certified RfP/IFB conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.

The Bidder shall be deemed to have examined the Bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the Works in line with the Technical specifications and Scope of Work specified in the document at the offered rates and to have satisfied himself to the sufficiency of his Bid. The bidder shall be deemed to know the scope, nature and magnitude of the work and requirement of materials, equipment, tools and labour involved, local and national wage structures and as to what all works he has to complete in accordance with the Bid documents irrespective of any defects, omissions or errors that may be found in the Bid documents.

1.3 Amendment to bidding documents

At any time prior to the deadline for submission of bids, CESL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. The amendment/clarification to the RfP will be notified in writing on its e-tendering portal.
In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, CESL may, at its discretion, extend the deadline for the submission of bids.

1.4 Tender Fee

Interested bidder/consortium of bidders may download the RfP/ Tender documents from the website/e-portal (http://convergence.co.in or https://cesl.eproc.in)

While submitting the bid, bidder shall submit Tender Fee as mentioned in Section-1 in the form of DD/Pay Order/Banker's Cheque/NEFT/RTGS in favour of "Convergence Energy Services Limited" payable at New Delhi along with the bid.

Exemption from submitting Tender Fee is allowed to MSEs (Micro & Small Enterprises) registered under Udyam Registration. In case, exemption is sought by the bidder, valid document/certificate in support of exemption from payment of Bid Document Cost to be submitted by the bidder.
Note: Medium enterprises are not eligible for exemption.

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ES LIMITED, C=IN
User ID : mvenugopal

B. PREPARATION OF BIDS

2.1 Procedure for Submission of Bid/RfP.

Single Stage Single Envelope Bidding Process:

The Bidder or Consortium of bidders should submit hard copy of the offer, i.e. Techno Commercial and Price Bid together in a single sealed envelope superscripted with Bid/RfP number and date, content of envelope, name of work and Bid opening date. Bid-Form, Power of Attorney, Certificate regarding acceptance of important terms and conditions, Deviations Statement, Form of acceptance of Fraud Prevention Policy, etc. as per format defined in Section-6 (Forms & Procedures) shall also be submitted in the same envelope.

Single Stage Two Envelope Bidding Process:

The Bidder shall submit thier bid in Two Envelopes, it contain the details of the offer as follows:

Envelope-I should contain the documents mentioned under heading Envelope-I of Section-4 of tender document (This envelope appears ONLINE in dynamic form in case of E-tenders).

Physical copy of Tender Fee, Bid Security/EMD to be submitted to CESL office on or before the deadline for submission of the bid. Envelope contening these document should be super-scribed with Bid/RfP number and date, name of work and Bid opening date, content of envelope i.e. bid security/price bid etc.
Scanned copy also to be uploaded on the E-Procurement portal/website, and details to be entered therein, during bid submission.

Envelope-II should contain Price Bid in the format prescribed in the tender document. (In case of E-tender Price bid is to be submitted ONLINE).

Single Stage Three Envelope Bidding Process:

The Bidder shall submit thier bid in three Envelopes, it contain the details of the offer as follows:

Envelope-I should contain the documents mentioned under heading Envelope-I of Section-4 of tender document (This envelope appear ONLINE in dynamic form in case of E-tenders).

Physical copy of Tender Fee, Bid Security/EMD to be submitted to CESL office on or before the deadline for submission of the bid. Envelope contening these document should be super-scribed with Bid/RfP number and date, name of work and Bid opening date, content of envelope i.e. bid security/price bid etc.
Scanned copy also to be uploaded on the E-Procurement portal/website, and details to be entered therein, during bid submission.

Envelope-II should contain Techno commercial Proposal of the bid. It should contains documents mentioned under heading Envelope-II of Section-4 of tender document. This envelope appear ONLINE in dynamic form in case of E-tenders.

Envelope-III should contain Price Bid in the format prescribed in the tender document. (In case of E-tender Price bid is to be submitted ONLINE).

In case of manual tender, copy of Bid/RfP should be a complete document and should be bound as a volume separately. The document should be page numbered and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. All pages of the bid are to be signed by the authorized signatory (authorized through power of attorney) and must be having official seal of the bidder.
Bids not accompanied by Tender Fee/ Bid Security Fees or EMD, or valid document in support of exemption, etc. shall be out-rightly rejected and treated as non-responsive. Further, their price-bid will not be opened.

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In case of manual tender, for tenders received in unsealed/unstapled/open condition or without any superscription, resulting in opening of tender before due date, the risk and responsibility of losing confidentiality shall rest with the tenderer.

2.2 Cost of Bid/ RfP (To be submitted before bid submission time)

The Bidder or Consortium of bidders shall bear all costs associated with the preparation and submission of its Bid/RfP, including cost of presentation for the purposes of clarification of the bid, if so desired by CESL. CESL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3 Language of Bids

The proposal prepared by the bidder/consortium of bidders and all correspondence and documents relating to the Bid/RfP exchanged by the bidder/consortium of bidders and CESL, shall be written in English language, provided that any printed literature furnished by the bidder/consortium of bidders may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.4 Bid Security/Earnest Money Deposit (EMD) (To be submitted before bid submission time)

Amount of Bid Security: Bid Security/Earnest Money Deposit as mentioned in Section-I of tender document is to be submitted.

The bidder shall furnish, as part of its bid, a bid security in a separate envelope (ITB Clause 2.1). The bid security shall, at the bidder's option, be in the form of a Banker's cheque/Demand Draft in favor of "**Convergence Energy Services Limited**" or a bank guarantee as per format in Section-6. Bid security/EMD shall remain valid for a period of 45 days beyond the original bid validity period. If there is any extension in bid validity period, then CESL may ask the bidder to extend the validity of bid security.

Any bid not accompanied by an acceptable bid security, shall be rejected by CESL as being non-responsive and returned to the bidder without being opened. The bid security of a consortium must be in the name of all the partners in the consortium submitting the bid. If lead partner is mentioned in case of consortium, then bid security can be in the name of lead partner.

The bid securities of the bidders will be returned as per the provisions mentioned in Section-4.

The bid security may be forfeited if:

a. If the bidder withdraws its bid during the period of bid validity as specified in the bid / RFP document.

b. If the bidder fails within the specified time limit:

- To sign the LOA acceptance and contract agreement within 10 days & 28 days respectively from placement of LoI/Award letter.
- To furnish the required performance security, in accordance with the tender document.

Please note that:

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;

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(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	Maximum quantity as per the split criteria on MSE subject to tender evaluation condition.
Can be split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

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

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

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

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

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ES LIMITED, C=IN
User ID : mvenugopal
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If bidder does not provide appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible under the Public Procurement Policy, 2012.

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

Category of tender	Past experience	Average Turn Over	Award Philosophy
Can be split as per tender conditions	25% of total experience as required for general bidders	25% of total ATO as required for general bidders	**(a)** If MSE is L1, order will be given as per split criteria in order of ranking as defined in the tender document which could be greater than 25%. The treatment for award will be same for MSE as general bidder. **(b)** If MSE is other than L1 bidder, then the split criteria as per tender condition will be followed subject to price matching with L1 bidder in order of ranking treating the MSE bidder(s) at par with the general bidder. In such event also, order(s) going to MSE bidder(s) could be greater than 25%. If order(s) going to MSE bidder(s) is/are less than 25% after the matching of rates with L1 bidder by adopting the tender split criteria, then the clause of purchase preference for award to MSE bidder(s) up to 25% of the tendered quantity subject to matching L1 rates will be followed to make the total quantity going to MSE bidder(s) @ 25%; provided the rates are within L1+15% range. In such cases, remaining quantity after award of 25% to MSE bidder(s) shall be distributed amongst other eligible bidders in the pre-declared split ratio. If order(s) going to MSE bidder(s) is less than 25% and also MSE bidder(s) not meeting the condition of purchase preference clause i.e. quoted rates not within L1+15% range, then the order(s) quantity going to MSE bidder(s) in such cases shall be less than 25% which will be in line with the tender

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			conditions. **(c)** If MSE is in the range of L1+15% and not getting the order after splitting and award is going to all non MSE bidder(s), then in such event 25% will be awarded to MSE bidder(s) who fall in the range of L1+15% subject to price matching and remaining 75% will be awarded as per the tender conditions to general bidders subject to matching L1 rates. **(d)** If after splitting MSE bidder(s) are getting order for more than or equal to 25%, then other MSE bidder(s) will not be awarded any work under purchase preference clause even if they fall in the range of L1+15%. However, they will be considered for award of work as any other general bidder as per tender conditions subject to matching of rates in order of ranking. **(e)** If MSE bidder is a single resultant vendor, then the quantity that would be considered for award to such bidder will be as defined in the pre-declared split ratio to L-1 bidder in the tender condition; provided the quoted rates of the bidder are found reasonable by CESL. However, CESL reserves the right to award 100% quantity to such MSE bidder provided the MSE bidder has got ATO which is corresponding to the cumulative applicability for 100% order value. In case, where ATO of the MSE bidder is less than what is required for 100% cumulative order value, then work may be awarded to such MSE bidder in proportion to the ATO. For exp: If ATO of MSE bidder is 56% of the cumulative ATO requirement of 100% order value, then maximum 56%

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			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.

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

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

i Not prior to ten years.

ii With annual turnover not exceeding INR 100 crore in any preceding financial year, and

iii 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

iv Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence. Provided also that an entity shall cease to be a Startup if its turnover for the any previous financial years has exceeded INR 100 crore or it has completed 10 years from the date of incorporation/ registration.

Note: For Start-up firms, Gazette Notifications dated: 19-Feb-2019, G.S.R. 127 (E), and subsequently issued notifications will be considered.

NOTES: -

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 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

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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.

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

2.5 Power of Attorney

Power of Attorney as Attachment 3 in first envelope: A power of attorney duly authorized by a notary public, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus the bid is binding upon the bidder during the full period of its validity in accordance with ITB clause 2.10.

2.6 Certificate Regarding Acceptance of Important Conditions

Certificate Regarding Acceptance of Important Conditions as Attachment 4 is to be submitted in first envelope.

2.7 Deviations

No deviation, other than mentioned in Deviation statement, is permitted by CESL, to the provisions of the bidding documents listed in ITB sub-clause 4.6.

The Bidders are advised that while making their bid proposals and quoting prices, these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate indicating their compliance to the provisions relating to the clauses listed in ITB sub-clause 4.6 in Attachment 4. Attachment 4 for acceptance of important conditions duly signed and stamped by the bidder is to be furnished in a separate sealed first envelope/Online.

Deviations, if any, from the terms and conditions of bidding documents or technical specifications shall be listed only in Attachment 5 to the bid. The Bidder shall also provide the additional price, if any, for withdrawal of the deviations. However, the attention of the bidders is drawn to the provisions of ITB sub-clause 4.6 regarding the rejection of bids that are not substantially responsive to the requirements of the bidding documents.

Bidders may further note that except for the deviations listed in Attachment 5, the bid shall be deemed to comply with all the requirement in the bidding documents and the bidders shall be required to comply with all such requirements of bidding documents and technical specifications without any extra cost to CESL irrespective of any mention to the contrary, anywhere else in the bid, failing which the bid security of the bidder may be forfeited.

At the time of award of contract, if so desired by CESL, the bidder shall withdraw these deviations listed in Attachment-5 at the cost of withdrawal stated by him in his bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected and bid security forfeited.

2.8 Bid prices

Unless otherwise specified in the technical specifications, bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation, survey cost, monitoring and verification cost and completion of the facilities including supply of mandatory spares or spares to be supplied during warranty (if any). This includes all requirements under the contractor's responsibilities for testing, pre -commissioning and commissioning of the

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ES LIMITED, C=IN
User ID : mvenugopal
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facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract and Technical Specification.

Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. If a Bidder wishes to make a deviation to the provisions of the bidding documents, such deviations shall be listed in Attachment 5 of its bid. The bidder shall also provide the additional price, if any, for withdrawal of the deviations, pursuant to ITB sub-clause 2.7.

Bidders shall give a breakdown of the prices in the manner and detail called for in the price schedules.

2.9 Price Basis

Price basis of the price quoted shall be on F.O.R (Free on Road) destination basis for site. Price mentioned in the quotation must be firm. Hence prices in Letter of Award shall be firm and not subject to escalation till the execution of the complete order and its subsequent amendments accepted by the bidder even though the completion / execution of the order may take longer time than the delivery period specified and accepted in the Letter of Award.

Statutory variation in applicable taxes & duties (other than excise duty) shall only be on account of CESL in case bidder has shown the rates of present taxes in their bid and other prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. Even in case prices asked in Bid price Schedule are quoted as inclusive of taxes, tax rates shall be shown separately. Bidders shall quote all prices in Indian Rupees only.

2.10 Period of Validity of Bid

Bid shall normally remain valid for a period of 75 days for Open Tender and 90 days for Global Tender. However, a higher validity period shall be admissible depending upon the size and complexity of the tender nd the same shall be specified in section-1 of the RfP.
A bid valid for a shorter period may be rejected by CESL as being non responsive. In exceptional circumstances, CESL may solicit the bidder's consent to an extension of the bid validity period before the expiry of the bid validity. The request and response thereto shall be made in writing through letters/ e-mails. If the bidder accepts to prolong the period of validity, the bid security/EMD shall also be suitably extended. A bidder may refuse the request for Bid Validity Extension without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

2.11 Format and Signing of Bid

The original copy of the bid, consisting of the documents listed in ITB sub-clause 1.1 shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney accompanying the bid and submitted as Attachment 3 to the bid under ITB sub-clause 2.5. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory to the bid.
The above is not applicable for online bidding process.

2.12 Contents of the RfP/Bid

The Bidder or consortium of bidders is expected to examine all instructions, forms, terms & conditions and scope of work in the RfP/bid documents. Failure to furnish all information required or submission of an RfP/bid document not substantially responsive to the RfP/bid document in every respect will be at the bidder's risk and may result in the rejection of the RfP/bid.

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2.13 Conflict of Interest

CESL's policy requires that a bidder participating in a procurement/contract process under CESL financed projects shall not have a conflict of interest. All bidders found to have a conflict of interest shall be ineligible for award of contract.

A. Bidder may be considered to have a conflict of interest in a bidding process if:

a) it, or any of its affiliates, has been engaged by CESL to provide consulting services for the preparation or implementation of a project, and participates in a bidding to provide goods, works, or non-consulting services resulting from or directly related to such consulting services. Or

b) it submits more than one bid in a bidding process, either individually or as a partner in a joint venture, except for permitted alternative bids. This will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of a firm as a subcontractor in more than one bid and the participation of a bidder as a subcontractor in another bid in certain types of procurement/contract, if permitted by CESL's bidding documents; or

c) it (including its personnel or sub-contractors) has a business or family relationship with a member of a CESL's staff (or of the project implementing staff, or of a recipient of a part of the loan) who: are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or would be involved in the implementation or supervision of such contract unless the authority inviting tenders shall be informed of the fact/ such relationship at the time of submission of the tender and the conflict stemming from such relationship has been resolved in a manner acceptable to CESL throughout the procurement process and execution of the contract. CESL may in its discretion reject the tender or rescind the contract.; or

d) In addition to above the following provisions of Manual for Procurement of Goods (June, 2022) shall also apply:

A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

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

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

iii) they have the same legal representative/agent for purposes of this bid; or

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

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

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

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal.

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

2.14 Disclaimer

CESL and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of CESL and/or any of its officers, employees.

2.15 Authorized Signatory (Bidder or Consortium of bidders)

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The bidder or consortium of bidders as used in the RfP/ bid document shall mean the one who has signed the bid/RfP document forms. The bidder or consortium of bidders should be the duly authorized representative of the bidder/consortium of bidders, for which a certificate of authority/power of attorney will be submitted along with the offer. This should clearly define the authority provided to the authorized representative. Complete offer, all certificates and documents (including reply to any clarifications sought and any subsequent correspondences) shall be furnished and signed on all pages by the authorized representative.
The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder or consortium of bidders shall be annexed to the bid as attachment 3 in envelope 1. CESL may reject outright any proposal not supported by adequate proof of the signatory's authority.

2.16 Consortium related conditions

The bidder shall have the option to submit the proposal either alone or along with other partner companies. **Prerequisites for bidder have been specified in qualifying requirement and other parts of the tender document.** The lead partner shall be the sole point of contact for all purposes of the Contract. The lead partner will have the prime and sole responsibility for the execution of the scope of work. Any information/clarification submitted to the lead partner by CESL will mean that the same has been conveyed to all partners. However, the partner companies should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The bidder or any of the partner companies should not have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage of tendering process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, CESL shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the tenderer & forfeiture of bid security/EMD/CPG.

2.17 Contact details of the Bidder or Consortium of bidders

Bidder or Consortium of bidders who wants to receive CESL's response to queries should give their contact details to CESL. The Bidder or Consortium of bidders should send their contact details in writing at CESL's contact address.

2.18 Inspection / Checking / Testing

All materials / Equipment manufactured by the bidder/consortium of bidders against the Letter of Award shall be subject to inspection, check and/or test by CESL or his authorized representative at all stages and place, before, during and after the manufacture. All these tests shall be carried out in the as per technical specifications and bidder shall submit the relevant test reports. If upon delivery the material / equipment does not meet the specification, the materials / equipment shall be rejected and returned to the bidder for repairs / modification etc. or for replacement. In such cases all expenses including the to-and-fro freight, repacking charges, any other costs etc. shall be to the account of the bidder.

2.18.1 Inspections and Tests

i. Inspection of Goods: CESL or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to CESL. (SCC and the Technical Specifications shall specify what inspections and tests the CESL requires and where they are to be conducted). CESL shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.
ii. The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Contractor or its subcontractor(s), all reasonable Works and assistance, including access to drawings and production data shall be furnished to the inspectors at no cost to CESL.
iii. Should any inspected or tested Goods fail to conform to the specifications, CESL may reject and the Contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to CESL.

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iv. CESL's right to inspect, test and, where necessary, reject the Goods after the arrival at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by CESL or its Representative prior to the Goods shipment.

v. Nothing in GCC Clause 6 shall in any way release the Contractor from any warranty or other obligations under this Contract.

2.19 Removal of Rejected Goods and Replacement

If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specification, the same shall be rejected by CESL or duly authorized representative and notification to this effect will be issued to the bidder normally within 7 days from the date of receipt of the material at the work/site/office.

The bidder shall arrange removal of the rejected items within 15 days from the date of notification. In the event, the bidder fails to lift the materials within the said 15 days, CESL shall be at liberty to dispose off such rejected items in any manner as it may deemed fit. All expenses incurred on storage, disposal etc. shall be recoverable from the bidder.

2.20 Access to Bidders Premises

CESL and/or its authorized representative shall be provided access to bidder and/or his sub- bidder's premises, at any time during the pendency of the Order, for expediting, inspection, checking, etc. of work, if it is felt by CESL.

2.21 Taxes, Levies and Duties

Prices of items shall be quoted as per instruction contained in SCC. However, Bidders are required to quote their prices inclusive of all taxes and duties except applicable GST. The Input Tax Credit (ITC) available, if any, under the GST Law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price. CESL's liability shall be only for applicable GST. Bidder is to arrange on its own to deliver the material at site. No road permit shall be provided by CESL. Bidders are also requested to refer Clause no. 14 of Section-3 (GCC).

2.22 Terms of Payment

The payment will be made by CESL to the bidder in accordance with the terms and conditions specified in section 4 of special conditions of contract of tender document/agreed upon during negotiation and reproduced in Letter of Award.

2.23 Delivery Schedule

Time will be the essence of order and no variation shall be permitted in the delivery time/delivery schedule mentioned in the order unless agreed by CESL without levy of LD. Tentative time schedule is enclosed in the RfP/ bid document. Refer Section-4 (SCC) of tender document for delivery schdule. Delivery of the equipment/material described shall be deemed to constitute acceptance of this order and terms and conditions by the bidder at the price specified.

2.24 Source of Supply

The bidder shall ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. Where the imports are unavoidable, all such items shall be imported by the bidder in time against his own import license without affecting the contractual delivery schedule.

2.25 Statutory Compliance/ Certification regarding Cyber Security Products

A certificate (as per the format present in Section-6) is to be submitted by the bidders that the items offered meet the definition of domestically manufactured/produced Cyber Security Products as per MeitY notification vide File no. l(10)/2017-CLES dt. 06.12.19 or subsequent notification. The above

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certificate shall be on Company's letterhead and signed by Statutory Auditor or Cost Auditor of the Company.

Apart from the above, bidders are also requested to submit thier bids as per the requirement of the following circulars.

i) Order No. F.7/10/2021-PPD (1) Dated 23.02.2023 of DoE (MoF) or latest
ii) Order No: P-45021/2/2017-PP (BE-II) dated: 16-Sept-2020 of DPIIT or latest

C. SUBMISSION OF BIDS

3.1 Sealing and Marking of Bids

The Bidder shall seal the original copy of the bid in envelope duly marking the envelopes as "ORIGINAL BID". All envelopes must be super-scribed with name of work, RfP No., envelope no., content of envelope and date and bid opening date. The envelopes shall then the sealed in an outer envelope which should also be super scribed with name of work, RfP/ bid document no./package no. and date and bid opening date.

3.2 Deadline for submission of bids

The Bidders are advised to submit their bids well on time preferably one hour prior to bid closing time to cater to possible system slow down/requirement of assistance by bidders etc.. CESL shall not be responsible for late/non-submission of bids due to above scenario which are beyond CESL control during the closing minutes of the tender, though every effort will be made to keep the portal fully functional at all times during the bidding process.

Bids must be received by CESL at the address specified as under and the bids will be opened at the same address as per timings stated in IFB and as repeated below.

Head (Contracts),
Convergence Energy Efficiency Limited,
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001
Email: ceslcontracts@eesl.co.in

Date of submission of bids : As mentioned in Section-I
Date of bid opening : As mentioned in Section-I

Bids must be received at the address specified above but no later than the time and date stated as above. In the event of the specified date for submission of bids being declared a holiday for CESL, the bids will be received up to the appointed time on the next working day.

CESL may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-Clause 1.3, in which case all rights and obligations of CESL and bidders will thereafter be subject to the deadline as extended.

3.3 Late Bids:

Any bid received by CESL after the bid submission deadline prescribed by CESL, pursuant to ITB Clause 3.1& 3.2, will be rejected and returned in unopened condition.

In case of an online tender, if the hard copy (ies) of bid documents of the bid received by CESL prior to deadline stipulated in tender, but the bidder fails to submit its bid online within the stipulated time than in such case, their bid documents received in hard copies shall not be accepted and will be returned to them in unopened condition.

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D. BID OPENING AND EVALUATION

4.1 Bid Opening Process

CESL will open all bids in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the NIT. Bidders' representatives shall sign a format as proof of their attendance.
Bidders' names, bid prices, discounts, the presence or absence of requisite bid security and other such details as CESL, at its discretion, may consider appropriate, will be announced at the opening.
Late bids pursuant to ITB clause 3.2 and/or bids not accompanied by requisite Tender Fee, bid security/ or applicable document as specified in the RfP in a separate sealed envelope pursuant to ITB clause 1.4 & 2.4, will be rejected and returned unopened to the bidder.

Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.

CESL will prepare minutes of the bid opening.

4.2 Clarification on Bids

During bid evaluation, CESL may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. The address for communication will be same as ITB clause 1.2.

4.3 Preliminary Examination of Bids.

CESL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

4.4. Arithmetical errors rectification process

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited in accordance with ITB Sub-Clause 2.4.

CESL may waive off any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the bidder in Attachment 4 to its bid, and that does not prejudice or affect the relative ranking of any bidder as a result of the technical and commercial evaluation, pursuant to ITB clauses 4.7 and 4.8.

4.5. Preliminary Evaluation

Prior to the detailed evaluation, CESL will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality's or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, CESL's rights or the successful bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

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4.6. Acceptance of Important Condition

No deviation, whatsoever, is permitted by CESL to the provisions relating to the following clauses (Important Conditions). Party is to submit the following as attachment 4 in envelope 1:

Governing Laws	-	Clause 07 of ITB
Settlement of Disputes	-	Clause 06 of GCC
Terms of payment	-	Clause 2.22 of ITB
Performance Security	-	Clause 5.6 of ITB
Taxes and Duties	-	Clause 2.21 of ITB & 14 of GCC
Completion Time Guarantee	-	Clause 26 of GCC
Defects Liability	-	Clause 27 of GCC
Functional Guarantee	-	Clause 28 of GCC
Patent Indemnity	-	Clause 29 of GCC
Limitations of Liability	-	Clause 30 of GCC
Statutory Compliance/ Certification regarding Cyber Security Products	-	Clause 2.25 of ITB
Project information, Estimation, Assumptions and conditions for Evaluation	-	As per Tables in price bid

Bidders are required to furnish a certificate as per Attachment 4, indicating their compliance to the provisions of the above clauses in a separate sealed envelope. In case the certificate as per Attachment-4 duly signed and stamped by the bidder, is not furnished along with the bid in a separate sealed envelope, the bid shall be rejected and returned to the bidder without being opened

At the time of award of contract, if so desired by CESL the bidder shall withdraw the deviations listed in attachment 5 at the cost of withdrawal stated by him, in his bid. In case the bidder does not withdraw the deviations proposed by him in attachment 5 to his bid, if any; at the cost of withdrawal stated in his bid, his bid will be rejected and security will be forfeited.

CESL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by CESL, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

4.7. Technical Evaluation

CESL will carry out a detailed evaluation of the bids previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, CESL will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

a) Overall completeness and compliance with the technical specifications and drawings; deviations from the technical specifications as identified in Attachment 5 to the bid; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of

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completeness, consistency and detail will be rejected for non- responsiveness.

b) Achievement of specified performance criteria by the facilities as per scope of work

c) Type, quantity and long-term availability warranty spare parts and also mandatory and recommended spare parts and maintenance services

d) Any other relevant factors, if any, listed in the tender document, or that CESL deems necessary or prudent to take into consideration.

4.8. Commercial Evaluation

The comparison shall be of the FOR site price of domestically manufactured plant and equipment including type test charges, if any and mandatory spares, warranty spares plus applicable sales tax & duties as well duties and taxes paid/payable on components and raw materials incorporated or to be incorporated in the plant and equipment including mandatory spares/warranty spares plus the cost of loading, unloading, local transportation, insurance covers, installation and commissioning, civil work other services required under the contract including service tax and surcharge, if any plus any survey cost, monitoring and verification cost, distribution cost, scrap disposal cost, annual maintenance cost, any services as per scope of work, administrative charges and statuary agencies cost including service tax and surcharge, if any. CESL's comparison will also include the costs resulting from application of the evaluation procedures described in ITB sub-clause 4.9. However, the price of recommended spare parts or optional spares or services, if asked in the bid, shall not be considered for evaluation of bids.

CESL's evaluation of a bid will take into account, in addition to the bid prices indicated in price schedules in section 4 along with the corrections pursuant to ITB sub-clause 4.3, the following costs and factors that will be added to each bidder's bid price in the evaluation using pricing information available to CESL, in the manner and to the extent indicated in ITB sub-clause 4.9 and in the technical specifications:

a) The cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the technical specifications as identified in Attachment 5 to the Bid.
b) Compliance with the time schedule called for and evidenced as needed in a milestone schedule provided in the bid.
c) The functional guarantees of the facilities offered as per scope of work.
d) The extra cost of work, services, facilities etc, required to be provided by CESL of third parties.

4.9. Evaluations of Deviations:

Pursuant to ITB Sub-Clause 4.8, the following evaluation methods will be followed:

a) Technical and Commercial Deviations

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this bidding document. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Attachment 5 to the bid will be used if necessary. If such a price is not given in Attachment-5, CESL will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

b) Time schedule (program of performance)

The plant and equipment covered by this bidding are required to be transported/ shipped and installed, and the facilities are to be completed within the period as mentioned below.

Completion of all facilities/work: As per year/months in SSC.

The above date will be the effective date specified in the contract agreement. Bidders are required to base their prices on the time schedule or, where no time schedule is given, on the completion date(s) given above. No credit will be given for earlier completion.

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The master network and the key milestone dates will be discussed with the successful bidder and agreed upon in pre-award discussion before issuance of Letter of Award. Engineering drawing and data submission schedule shall also be discussed and finalized before the issuance of Letter of Award.

After the Letter of Award, the contractor shall plan the sequence of work manufacture, supply, installation to meet the above stated dates of successful completion of facilities and shall ensure all work, manufacture, shop testing, inspection and shipment of the equipment in accordance with the required sequence.

c) Functional Guarantees of the facilities

Bidders shall state the functional guarantees (e.g. performance, efficiency, consumption) of the proposed facilities in response to the technical specifications. In case a minimum (or a maximum, as the case may be) level of functional guarantees is specified in the technical specifications for the bids to be considered responsive, bids offering plant and equipment with such functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

d) Work, services, facilities etc., to be provided by CESL

Where bids include the undertaking of work or the provision of services or facilities by CESL in excess of the provisions allowed for in the bidding documents, CESL shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

4.10. Illustrative Method of Evaluation

		Any Bidder (INR)
1.	Quoted bid price without taxes and duties (After considering arithmetical errors)	
i)	Ex works including Excise duty price including Type test Charges/Lab Test charges + inland transportation including inland Transit insurance etc. For equipment and spares	N1
ii)	Prices for dismantling and/or installation	N2
iii)	Prices for additional Warranty, if any	N3
iv)	Total Price	N(N1+N2+N3)
2.	Taxes and Duties	
	i) CST/VAT/GST	T1
	ii) Service Tax	T2
	iii) Total	T(T1+T2)
3.	Cost Compensation	
	i) Technical Cost Compensation	TCC
	ii) Commercial Cost Compensation	CCC
	iii) Total	TCC+CCC
4. Adjustments for Functional Guarantees		X
5. Final Evaluated Bid Price		N+T+TCC+CCC+X

4.11. Contacting CESL

Subject to ITB Clause 12, no Bidder shall contact CESL on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

Information relating to the examination, evaluation and comparison of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned

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with such process until the award to the successful bidder has been announced. Any effort by a Bidder to influence CESL in CESL's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

E. AWARD OF CONTRACT

5.1. Award criteria

Single Contract or in case of turnkey projects following mode of contract may be applicable.

Subject to ITB Clause 5.3, CESL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated technically acceptable bid or bid offering highest return to CESL as the case may be as per tender documents and special conditions of contract, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

Except for the deviations listed in Attachment-5, the bidder would be required to comply with all the requirements of bidding documents without any extra cost to CESL failing which his bid security will be forfeited. Further, CESL may request the bidder to withdraw any or all of the deviations listed in Attachment – 5 to the winning bid, at the price shown for the deviation in Attachment 5 to the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected and bid security forfeited.

The mode of contracting with the Successful Bidder will be as per stipulation briefly indicated below:

(i) First Contract: For supply of plant and equipment.
(ii) Second Contract: For providing all services i.e. inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation (including civil. Structural steel work & allied work, if applicable) insurance covers other than inland transit insurance, erection, testing &commissioning, conducting Guarantee tests in respect of all the Goods supplied under the 'First Contract' and all other
(iii) Services as specified in the Contract Documents.

The above Contracts will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contract which will confer a right on CESL to terminate the other Contract also at the risk and the cost of the Contractor.

5.2. Quantity Variation/Option Clause & Repeat Order Clause

5.2.1 Quantity Variation/Option Clause

CESL reserves the right to vary the quantity of supply/services items upto +/- 25% and/or delete any items of the above altogether during the validity of Contract. Successful bidder, on whom award is made, is to supply this quantity variation at same price and terms and conditions of contract. However, the finalized permissible variation in Quantity shall be specified in Section-4

5.2.2 Repeat Order
CESL reserves the right to place repeat order upto 50% of original contract value in case of urgency for part quantity for similar work on same prices, terms and conditions. The date of repeat order will not beyond 3 months after the completion of earlier order.

5.2.3 Applicability of the above clause (cl. 5.2.1 and cl. 5.2.2) will be specified in Section-4 (SCC). The bidder should note that either one of these clauses may be applicable in the tender as specified in Section-4 (SCC). the finalized permissible variation in Quantity in either case shall be specified in Section-4.

5.3. CESL's right to accept any bid and to reject any or all bids

The CESL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without assigning any reason thereof and

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incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for CESL's action.

5.4. Letter of Intent / Letter of Award

Prior to the expiration of the period of bid validity, CESL will notify the successful bidder in writing by issuing Letter of Award (LOA) either through telefax/ e-mail or though registered/speed post/couriered letter, that its bid /offer has been accepted. The Letter of Award (LOA) will constitute the formation of the contract.

The bidder shall return duplicate copy of the LOA/contract and the other enclosed documents duly signed as a token of acknowledgement, within 10 days from the date of receipt of this order.
Bidder is to make two original copies of Contract Agreement as per the format attached in the RfP Documents.

Upon the successful bidder's furnishing of the performance security pursuant to ITB Clause 5.6, CESL will promptly notify each unsuccessful bidder and will discharge its bid security/EMD.

5.5. Modifications

The contract agreement constitutes an entire agreement between the parties hereto. Any modifications to the contract agreement shall become binding only upon the same being confirmed in writing duly signed by both the parties.

CESL reserves the rights to cancel the order in the part or in full by giving one week advance notice thereby if-

- The bidder fails to comply with any of the terms of the order.
- The bidder becomes bankrupt or goes in to liquidation.
- The bidder makes general assignment for the benefit of the creditors and any receiver is appointed for the property owned by the bidder.

5.5.1 Signing the Contract Agreement

At the same time as CESL notifies the successful Bidder that its bid has been accepted, CESL will send the bidder the contract agreement provided in the bidding documents, incorporating all agreements between the parties.

Within twenty-eight (28) days of receipt of the contract agreement, the successful bidder shall sign and date the contract agreement and return it to CESL. Contract agreement will contain agreement on stamp paper, bid documents and bidder's offer etc.

5.6. Performance security

Within twenty-eight **(28) days** after receipt of the letter of award, the successful bidder shall furnish the performance security for five percent **(5%)** of the contract price. The actual value of Contract Performance Guarantee (CPG) will be as defined in Section-4 or as specified in tender documents and in the form provided in the section "Forms and Procedures" of the bidding documents or in another form acceptable to CESL. Bidders are also requested to refer Clause no. 13.3 of Section-3 (GCC).

In case Joint Deed(s) of Undertaking by the Contractor along with his associate(s)/collaborator(s) form part of the Contract, then, unconditional Bank Guarantee(s) from such associate(s)/collaborator(s) for amount(s) specified in Bid

Failure of the successful Bidder to comply with the requirements of ITB Clause 5.5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event CESL may make the award to the next lowest evaluated bidder or call for new bids.

5.7. Corrupt or Fraudulent practices:

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CESL requires that bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, CESL: defines, for the purposes of this provision, the terms set forth below as follows:

a. i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of CESL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive CESL of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the CESL.

5.8 Ineligibility for Future Tenders

Notwithstanding the provisions specified in ITB sub clause 2.4 and ITB sub clause 5.8, if a bidder after having been issued and letter of award, either does not sign the contract agreement or does not submit an acceptable performance security pursuant to ITB clause 5.6, such bidder may be considered ineligible for participating in future tenders of CESL for a period as may be decided by CESL.

5.8.1 Interchangeability Certificate

Successful bidder is to submit interchangeability certificate for its product supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period than the improved version of product can be used in warranty/ maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge at same cost& terms and conditions. Successful Bidder, on whom letter of award has been placed, has also to confirm that the prices of improved version of product is not lesser than the original product or its parts in comparison.

Note: Special Terms and Conditions will prevail upon the instruction to Bidders.

6.0 Liquidated Damages

Liquidity damages (LD) shall be as specified in Section-4 (SCC).

However, in general, in case of any delay in the execution of the order beyond the stipulated time schedule including any extension permitted in writing, CESL reserves the right to recover from the bidder a sum equivalent to 0.5% of the value of the delayed equipment installation/unexecuted portion of work for each week of delay and part thereof subject to a maximum of 5% of the total value of the contract.

Alternatively, CESL reserves the right to purchase and distribute equipment/ material from elsewhere at the sole risk at the cost of successful bidder/contractor and recover all such extra cost incurred by CESL in procuring the material from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources etc. Further, if any extra cost is incurred by CESL due to delay in work completion by the party beyond the completion time as per P.O./L.O.A., the same shall also be recovered from party's invoice/EMD/BGs etc.

Alternatively, CESL may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above.

7.0 Governing Law

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The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

8.0 Inspections and Tests

8.1 Inspection of Goods: CESL or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to CESL. (SCC and the Technical Specifications shall specify what inspections and tests the CESL requires and where they are to be conducted). CESL shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Contractor or its subcontractor(s), all reasonable Works and assistance, including access to drawings and production data shall be furnished to the inspectors at no cost to CESL.

8.3 Should any inspected or tested Goods fail to conform to the specifications, CESL may reject and the Contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to CESL.

8.4 CESL's right to inspect, test and, where necessary, reject the Goods after the arrival at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by CESL or its Representative prior to the Goods shipment.

8.5 Nothing in GCC Clause 6 shall in any way release the Contractor from any warranty or other obligations under this Contract.

8.6 Manuals and Drawings.

8.6.1 Before the Goods and Services are taken over by CESL, the Contractor shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable CESL to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

8.6.2 The manuals and drawings shall be in the English ruling language and in such form and numbers as stated in the contract.

8.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to CESL.

8.6.4 It shall be the obligation of the Contractor to train and familiarize the designated person by CESL in regard to the operation manual and drawings.

9.0 Transportation, Demurrage Wharfage, Etc.

Contractor is required under the Contract to transport the Goods to place of destination defined as Site. Transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.

Successful bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc. Successful bidder indemnify CESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by successful bidder as per settlement solely. CESL has no role to play in this matter.

10.0 Warranty

10.1 The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and

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materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the CESL's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
10.2 This warranty of all the Works shall remain valid for 2 year after the Commissioning. The Contractor shall, in addition, comply with the performance and/or guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the
Contractor shall:
10.3 make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause;
OR
10.4 pay liquidated damages to CESL with respect to the failure to meet the contractual guarantees.
10.5.CESL shall notify the Contractor in writing of any claims arising under this warranty.
10.6 Upon receipt of such notice, the Contractor shall, within the period of 15 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Contractor shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on CESL for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period.
10.7 If the Contractor, having been notified, fails to remedy the defect(s) within 15 days, CESL may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which CESL may have against the Contractor under the Contract. The performance guarantee and liquidated damaged be entitled to be recovered without prejudice to other rights of CESL.

11.0 THIRD-PARTY CONSULTANCY SERVICES

CESL is obliged, at its own expense, to make the necessary provision for the performance of those services by third parties commissioned by it, as described in Special Conditions of Contract.

12.1 SCOPE OF SERVICES

12.1.1 The Consultant shall deliver the Services in full and on time.
12.1.2 The Services to be performed by the Consultant encompass all the part services described and explained in Special Conditions of Contract, Terms of Reference plus Tender Documents and The Consultant's bid. Furthermore, the Consultant must deliver all the standard and special services as defined intender RfP.
12.1.3 The Consultant shall work together with third parties wherever commissioned by CESL. CESL is not responsible for these third parties or their performance, when the work is assigned to consultant to co-ordinate with them. In addition, the Consultant must comprehensively coordinate their services with its own services, as far as possible.

12.2 STANDARD AND SPECIAL SERVICES

12.2.1 In addition to the Services specified explicitly in the Contract, the Consultant shall also perform all other services, if necessary, that are not listed under the contractual services, but are customarily required in order to properly discharge the contractual obligations ("standard services"). The standard services shall be fully compensated through the Agreed Remuneration in the contract.
12.2.2 "Special Services" are services that are not included under the contractual or standard services, but must necessarily be delivered by the Consultant in order to properly perform its duties under the Contract, because the external circumstances of service delivery have changed unexpectedly, or because CESL has suspended the Services *Force Majeure* or because CESL, with the prior consent of CESL, requires services that were not included in the invitation to tender but are necessary.
No extra cost is payable to fulfill the standard and / or special services.

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12.3 DUE DILIGENCE

12.3.1 Except where otherwise stipulated in this Contract, or otherwise legally stipulated within the country or within another legal system (including the legal system in the Consultant's jurisdiction) by provisions that impose higher demands than this Contract, when performing its obligations under this Contract the Consultant shall exercise due diligence and provide the Services in compliance with professional practice and to the recognized quality standards, in accordance with current scientific and generally accepted engineering standards. The Consultant must document its work, the progress of the Project and the decisions it takes in an appropriate form that is acceptable to CESL, bearing in mind the requirements of tender/RfP/Letter of Award.

12.4 REPORTING

12.4.1 The Consultant shall inform CESL promptly of all extraordinary circumstances that arise *during the performance of the services and of all* matters requiring CESL approval. The consultant is to make reports as defined in scope of work and submit the same as per timelines defined in the contract.

12.5 STAFFING

12.5.1 The Consultant shall employ the staff specified in bid [Staffing Schedule] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of CESL.

12.5.2 CESL may require the Consultant to terminate the contract of, or replace, any staff member who fails to meet the requirements as per contract. Any such demand must be submitted in writing to the Consultant stating the reasons for it.

12.5.3 If staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual who possesses at least equivalent qualifications.

12.5.4 If any one of the Consultant's staff falls ill for more than one month and this jeopardizes the performance of this Contract by the Consultant, the Consultant shall replace this staff member with another staff member who possesses at least equivalent qualifications.

12.5.6 Staff shall only be replaced after prior approval by CESL, such approval not to be unreasonably withheld. The exchange, replacement, or planned dispensation of replacement (as exception to existing rules) of key staff specified by name shall require the prior approval of CESL.

12.5.7 If the Consultant must terminate the contract of, or replace, any staff during the Contract period, the costs thus accrued shall be borne by the Consultant, except where staff are removed or replaced at CESL's request. In this case, CESL shall meet the costs of replacing the staff member, unless the staff member in question does not meet the requirements.

12.6 CONTACT PERSON OF THE CONSULTANT

12.6.1 The Consultant shall appoint for the exercise ofall rights and obligations arising from this Contract a natural person as its contact person for CESL under this Contract.

12.6.2 The Consultant shall specify and provide respective contact data to CESL - for an individual at the Consultant's place of business who can be reached at any time in cases of emergency or crisis as well as a deputy of the Consultant. The Consultant shall notify CESL without delay of any change of elected person or their contact data.

12.7 INDEPENDENCE OF THE CONSULTANT

12.7.1 The Consultant undertakes that neither the Consultant nor any enterprise associated with the Consultant shall bid for the Project as manufacturer, supplier, or building contractor. This prohibition also applies to any bidding for any further consulting services, insofar as such consulting services might lead to a restriction of competition or a conflict of interests. Any violation of this stipulation may lead to the immediate cancellation of this Contract and require the reimbursement of any and all costs incurred by CESL up to the time of such violation as well as compensation for any and all losses and damages incurred by CESL as a result of such cancellation.

12.8 COMMENCEMENT AND COMPLETION

12.8.1 The Consultant shall begin performing the Services on the prescribed date on which execution of the Contract shall take place, but not earlier than and without undue delay after the Contract has

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come into force. The Consultant shall deliver the Services in accordance with the time schedule in the bid [Time Schedule for the Performance of the Services defined in SCC], and shall complete the Services within the Completion Period, subject to any further extensions to this Contract accorded by CESL.

12.8.2 In relation to optional services (if any), the Consultant shall commence delivery of the optional services not earlier than upon receipt of notification from CESL,

12.8.3 Any change to the time schedule *[Time Schedule for the Performance of the Services]* due to a reasonable request by either party shall be mutually agreed upon in writing.

12.9 FORCE MAJEURE

In addition to Force Majeure defined in clause 37 (GCC), following will also be applicable for consultancy work.

12.9.1 In the event of Force Majeure, the contractual obligations, as far as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one party to the Contract receives notification of the Force Majeure event from the other party within two weeks after its occurrence and both the parties agree for that to be a force majeure. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded.

12.9.2 In the event of Force Majeure, the Consultant shall be entitled to an extension of the Contract equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, both parties to this Contract shall be entitled to terminate the Contract on mutual agreement basis only.

12.9.3 In case of suspension or termination of the Contract due to Force Majeure, the Services performed up to the time of the Force Majeure and all necessary expenditure (which is evidenced) of the Consultant arising from the discontinuing of the Services shall be invoiced on the basis of contractual prices subject to CESL agreement with the work. Neither party shall make any further claims.

12.10 SUSPENSIONS OR TERMINATION

12.10.1 CESL may fully or partially suspend the Services or terminate this Contract after serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and the expenditure minimized. The Consultant shall hand over all reports, drafts and documents to be drawn up by the date in question to CESL. In case of termination Force majeure shall apply mutatis mutandis.

12.10.2 If the Consultant fails to meet its contractual obligations without sufficient reason; in accordance with the Contract; or on time, CESL may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a period of 21 days of having been called upon to do so by CESL, CESL shall be entitled, after this period has elapsed, to terminate the Contract by written notice.

12.10.3 If the termination of the Contract is due to a default on the part of the Consultant, the Consultant shall be entitled to demand the Agreed Remuneration for the Services performed until the date of termination but not yet remunerated. CESL shall be entitled to demand compensation for the direct damages caused by the default.

12.11 REMUNERATION OF THE CONSULTANT

The Consultant shall receive the remuneration agreed in the Special Conditions and bid price schedule for performing the Services owed under this Contract, subject to the conditions listed therein and the conditions below.

12.12 TERMS OF PAYMENT

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Except where otherwise agreed in the Special Conditions, CESL shall pay the Consultant's remuneration as follows:

(a) Advance payment, due within 30 days of award of Contract upon presentation of an invoice against equivalent advance bank guarantee, if mentioned in SCC.
(b) Payments based on deliverables as per tender/SCC or as agreed upon in amendments.
(c) The final payment shall be made after the Services have been performed in full and confirmation had been provided by CESL to that Consultant.

12.13 METHOD OF PAYMENT

Payment shall be made according to the conditions set out in the Special Conditions or as agreed upon.

12.14 INSURANCE AGAINST LIABILITY AND DAMAGES

The Consultant is advised to take out insurance for the period of the Contract, on the terms specified in the Special Conditions, including, but not limited to, the following:

a) Professional liability insurance;
b) Personal liability insurance;
c) Equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by CESL within the context of this Contract; and
d) Motor vehicle third party liability insurance and motor vehicle comprehensive insurance for the vehicles acquired in connection with this Contract.

CESL will not be responsible in case any accident/ mis-happenings with consultant employee or contract person and for any equipment damage or theft occurs and in no case CESL shall pay for it.

In case of any contradiction in ITB and SCC, then SCC will prevail.

LIST OF ACRONYMS

EMD: Earnest Money Deposit
EoI: Expression of Interest
SCC: Special Conditions of Contract
INR: Indian Rupees
IST: Indian Standard Time
LED: Light Emitting Diodes
LoI: Letter of Intent
LoA: Letter of Acceptance
MoU: Memorandum of Understanding
MoP: Ministry of Power
RECL: Rural Electrification Corporation Ltd
EESL: Energy Efficiency Services Ltd
CESL: Convergence Energy Services Ltd
O&M: Operation & Maintenance
RfP: Request for Proposal
R&M: Repair & Maintenance
SD: Security Deposit
CPG: Contract Performance Guarantee
FTL: Fluorescent Tube Light
SVL: Sodium Vapor Lamp
PMA: Project Management Agency

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ES LIMITED, C=IN
User ID : mvenugopal

SECTION-3

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS CONTRACT (GCC)		
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A. Contract and Interpretation

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

"Contract" means the Contract Agreement entered into between CESL and the Implementing Partner, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

"Contract Documents" means the documents listed in Article. 1.1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).

"GCC" means the General Conditions of Contract hereof.

"SCC" means the Special Conditions of Contract.

"Day" means calendar day of the Gregorian calendar.

"Month" means calendar month of the Gregorian calendar.

"CESL" means CESL, New Delhi/Noida and includes the legal successors or permitted assigns of CESL.

"Project Manager" means the person appointed by CESL in the manner provided in GCC Sub-Clause 17.1 (Project Manager) hereof and named as such in the SCC to perform the duties delegated by CESL.

"Contractor or Implementing Partner" means the person(s) whose bid to perform the Contract has been accepted by CESL and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the Implementing Partner.

"Contractor or Implementing Partner's Representative" means any person nominated by the Implementing Partner and approved by CESL in the manner provided in GCC Sub- Clause 17.2 (Implementing Partner's Representative and Construction Manager) hereof to perform the duties delegated by the Implementing Partner.

"Sub-Contractor or Sub Implementing Partner," including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Implementing Partner, and includes its legal successors or permitted assigns.

"Adjudicator" means the person or persons named as such in the SCC to make a decision on or to settle any dispute or difference between CESL and the Implementing Partner referred to him or her by the parties pursuant to GCC Sub-Clause 6.1 (Adjudicator) hereof.

"Contract Price" means the sum specified in Article 2.1 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

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Date: [illegible]

“Facilities” means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Implementing Partner under the Contract.

“Plant and Equipment” means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Implementing Partner under the Contract (including the spare parts to be supplied by the Implementing Partner under GCC Sub-Clause 7.3 here-of) but does not include Implementing Partner’s Equipment.

“Installation Services” means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Implementing Partner under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Implementing Partner’s Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of CESL's Personnel etc.

“Contractor or Implementing Partner’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Implementing Partner, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.

“Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.

“Effective Date” means the date from which the Time for Completion shall be determined as stated in Article 3 (Effective Date for Determining Time for Completion) of the Form of Contract Agreement.

“Time for Completion” means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract.

“Completion” means that the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities, or such specific part thereof has been completed; and Commissioning has been attained as per Technical Specifications.

“Pre-commissioning” means the testing, checking and other requirement specified in the Technical Specifications that are to be carried out by the Implementing Partner in preparation for Commissioning as provided in GCC Clause 24 (Completion) hereof.

Commissioning” means trial/initial operation of the Facilities or any part thereof by the Implementing Partner, which operation is to be carried out by the Contractor as provided in GCC Sub-Clause 25.1 (Commissioning) hereof, for the purpose of carrying out Guarantee Test(s).

“Guarantee Test(s)” means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications in accordance with the provisions of GCC Sub Clause 25.2 (Guarantee Test) hereof.

Operational Acceptance” means the acceptance by CESL of the Facilities (or any part of the Facilities

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where the Contract provides for acceptance of the Facilities in parts), which certifies the Implementing Partner's fulfilment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC Clause 28 (Functional Guarantees) hereof and shall include deemed acceptance in accordance with GCC Clause 25 (Commissioning and Operational Acceptance) hereof.

Defect Liability Period" means the period of validity of the warranties given by the Implementing Partner commencing at Completion of the Facilities or a part thereof, during which the Implementing Partner is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC Clause 27 (Defect Liability) hereof.

2. **Contract Documents**

2.1 Subject to Article1.2 (Order of Precedence) of the Contract Agreement all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

2.2 The Contract will be signed in three originals, and the Implementing Partner shall be provided with one signed original, and the rest will be retained by CESL.

2.3 The Implementing Partner shall provide free of cost to the CESL all the engineering data, drawing and descriptive materials submitted with the bid, in at least five (5) copies to form a part of the Contract immediately after Notification of Award/ letter of Award.

2.4 Subsequent to signing of the Contract, the Implementing Partner at his own cost shall provide the CESL with at least five (05) true copies of Contract Agreement within thirty (30) days after signing of the Contract.

3. **Interpretation**

3.1 **Language**

3.1.1 Unless the Implementing Partner is a national of CESL's country and CESL and the Implementing Partner agree to use the local language, all Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC Sub-Clause 3.1.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

3.2 Singular and Plural
The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 Headings
The headings and marginal notes in the General Conditions of Contract are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 Persons
Words importing persons or parties shall include firms, corporations and government entities.

3.5 Inco terms

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Reason: SelfAttested

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

Inco terms mean international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

3.6 Construction of the Contract (applicable only if specifically mandated in SCC)

3.6.1 The Contracts to be entered into between the CESL and the successful bidder shall be as under: Single Contract or in case of turnkey projects following mode of contract may be applicable.

i) First Contract: For Ex-works (India) supply of plant and equipment and accessories by bidder including mandatory spares and spares to be supplied during wharf

ii) Second Contract: for providing all services i.e. loading, inland/air/shipment transportation for delivery at site, inland/air/shipment transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee tests in respect of all the equipment's supplied under the 'First Contract' and all other services including civil works, if any, as specified in the Contract Documents including sales tax and duties as asked in price bid in section IV. It will also cover cost for Repair and Maintenance and equipment's and/or additional warranty, wherever asked for, supplied under the 'First Contract' and all other services including civil works, if any, as specified in the Contract Documents. All items in second contract must be quoted including service tax.

iii) Third Contract: For providing all services including Awareness programme for public/stake holders/workshops/printing brochure and other materials, Survey cost, Monitoring and verification cost, scrap disposal cost, arrangement of office at both sites and Statuary agencies cost including service tax.

All the above Contracts will contain a crossfall breach clause specifying that breach of one Contract will constitute breach of the other Contracts which will confer a right on CESL to terminate the other Contracts also at the risk and the cost of the contractor /Implementing Partner for the Project, for which awards have been made.

In case, value of second contract viz transportation, insurance is lower, or the supply cost includes transportation, insurance etc than three contracts may be merged in two contract.

Prices are to be quoted as Firm during currency of contract. No price adjustment is allowed.

General:

1. In case of investment partner, A project manager is to be deputed from their side for co-coordinating activities.
2. Word Implementing Partner for any Project used in General Conditions of contract includes persons of Investment partner, executing and implementing agencies etc
3. Notification of award means Letter of Intent and Letter of award

3.6.2 The award of separate Contracts shall not in any way dilute the responsibility of the Implementing Partner for the successful completion of the Facilities as per Contract Documents and a breach in one Contract shall automatically be construed as a breach of the other Contract(s) which will confer a right on CESL to terminate the other Contract(s) also at the risk and the cost of the Implementing Partner.

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3.7 Entire Agreement

Subject to GCC Sub-Clause 16.4 hereof, the Contract constitutes the entire agreement between CESL and Implementing Partner with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.8 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party here to.

3.9 Independent Contractor or Implementing Partner

The Implementing Partner shall be an independent Implementing Partner performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties here to.

Subject to the provisions of the Contract, the Contractor or Implementing Partner shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub Contractor or Sub Implementing Partners engaged by the Implementing Partner in connection with the performance of the Contract shall be under the complete control of the Implementing Partner and shall not be deemed to be employees of CESL, and nothing contained in the Contract or in any subcontract awarded by the Implementing Partner shall be construed to create any contractual relationship between any such employees, representatives or Sub Contractor or Sub Implementing Partners and CESL.

3.10 Joint Venture or Consortium

If the Implementing Partner is a joint venture or consortium of two or more firms, all such firms shall be jointly and severally bound to CESL for the fulfilment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of CESL.

3.11 **Non-Waiver**

3.11.1Subject to GCC Sub-Clause 3.11.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.11.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.12 **Severability**

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

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provisions and conditions of the Contract.

3.13 **Country of Origin**
"Origin" means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services are provided.

4. **Notices**

4.1Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Coordination Procedure to be finalised pursuant to GCC Sub-Clause 17.2.3.1, with the following provisions.

4.1.1Any notice sent by cable, telegraph, facsimile or shall be confirmed within two (2) days after despatch by notice sent by airmail/ post or special courier, except as otherwise specified in the Contract.

4.1.2Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after despatch. In proving the fact of despatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

4.1.3Any notice delivered personally or sent by telegraph, facsimile shall be deemed to have been delivered on date of its despatch.

4.1.4Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

4.2 Notices shall be deemed to include any approvals, consents, instruction orders and certificates to be given under the Contract.

5. Governing Law

5.1The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

6. Settlement of Disputes

6.1 **Adjudicator**
6.1.1 If any dispute of any kind whatsoever shall arise between CESL and the Implementing Partner in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities—whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

6.1.2 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either CESL or the Implementing Partner within fifty-six (56) days of such reference, the decision shall become final and binding upon CESL and the Implementing Partner. Any decision that has become final and binding shall be implemented by the parties forthwith.

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6.1.3 Should the Adjudicator resign or die or should CESL and the Implementing Partner agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another retired Judge of High Court/Supreme Court of India shall be jointly appointed by CESL and the Implementing Partner as adjudicator under the Contract. Failing agreement between the two within twenty-eight (28) days, the new retired judge of High Court/Supreme Court of India shall be appointed as the Adjudicator under the Contract at the request of either party by the Appointing Authority specified in the SCC. The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as adjudicator under the contract. This cost shall be divided equally between CESL and the Implementing Partner.

6.2 **Arbitration**

6.2.1 If either CESL or the Implementing Partner is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either CESL or the Implementing Partner may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

6.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub-Clause 6.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities.

In case the Contractor is a Public Sector Enterprise or a Government Department

6.2.3 In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

In case the Contractor is not a Public Sector Enterprise or a Government Department

6.2.4 In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

6.2.5 CESL and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for arbitrator designated in the SCC.

6.2.6 If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority

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to appoint the second arbitrator.

6.2.7 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 5(Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.

6.2.8 Arbitration proceedings shall be conducted in accordance with The Arbitration and Conciliation Act, 1996 and its subsequent thereof. The venue of arbitration shall be New Delhi.

6.2.9 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

6.2.10 The arbitrator(s) shall give reasoned award.

Notwithstanding any reference to the Adjudicator or arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree

CESL shall pay the Contractor any monies due to the Contractor.
Arbitration:

1. Appointing authority for adjudicator: MD, CESL
2. The place of arbitration shall be: New Delhi

B. Subject Matter of Contract

7. Scope of Facilities

7.1 Unless otherwise expressly limited in the Technical Specifications, the Implementing Partner's obligations cover the provision of all Plant and Equipment and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Recommissioning and delivery) of the Plant and Equipment and the installation, completion, commissioning and performance testing of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical Specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in GCC Sub-Clause 7.3 below) and accessories; Implementing Partner's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by CESL, as set forth in Appendix 6 (Scope of Works and Supply by CESL) to the Contract Agreement.

7.2 The Contractor or Implementing Partner shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.

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ES LIMITED, C=IN
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7.3 In addition to the supply of Mandatory Spare Parts if asked and warranty spares included in the Contract, the Implementing Partner agrees to supply spare parts required for the operation and maintenance of the Facilities. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between CESL and the Implementing Partner, and the price of such if asked spare parts shall be that given in Price Schedule which shall be added to the Contract Price. The price of such spare parts shall include the purchase price there for and other costs and expenses (including the Implementing Partner's fees) relating to the supply of spare parts. The prices of spares covered under the Price Schedule shall be kept valid for a period as specified in SCC.

7.3.1 The Contractor / Implementing Partner agrees that the spare parts recommended by him for 3 years operation and quoted in price Schedule shall be supplied by him at the same terms and conditions as are otherwise applicable to this Contract. Further, the Implementing Partner also agrees to supply spare parts required for the operation and maintenance of the Facilities as per provision of subsequent paragraphs of this Sub-Clause.

7.3.1.1 All the spares for the equipment under the Contract will strictly conform to the Specification and other relevant documents and will be identical to the corresponding main equipment/components supplied under the Contract and shall be fully interchangeable.

7.3.1.2 All the mandatory spares covered under the Contract shall be produced along with the main equipment as a continuous operation and the delivery of the spares will be effected along with the main equipment in a phased manner and the delivery would be completed by the respective dates for the various categories of equipment as per the agreed network. In case of recommended spares, the above will be applicable provided the orders for the recommended spares have been placed with the Implementing Partner prior to commencement of manufacture of the main equipment.

7.3.1.3 The Implementing Partner will provide CESL with the manufacturing drawings, catalogues, assembly drawings and any other document required by CESL so as to enable CESL to identify the recommended spares. Such details will be furnished to CESL as soon as they are prepared but, in any case, not later than six months prior to commencement of manufacture of the corresponding main equipment.

7.3.1.4 To enable CESL to finalise the requirement of recommended spares which are ordered subsequent to placement of order for main equipment/plant, in addition to necessary technical details, catalogue and such other information brought-out herein above, the Implementing Partner will also provide a justification in support of reasonableness of the quoted prices of spares which will, inter-alia, include documentary evidence that the prices quoted by the Implementing Partner to CESL are not higher than those charged by him from other customers in the same period.

7.3.1.5 In addition to the spares recommended by the Implementing Partner, if CESL further identifies certain items of spares, the Implementing Partner will submit the prices and delivery quotation for such spares within thirty (30) days of receipt of such request with a validity period of six (6) months for consideration by CESL and placement of order for additional spares if CESL so desires.

7.3.1.6 The quality plan and the inspection requirement finalised for the main equipment will also be applicable to the corresponding spares.

7.3.1.7 The Contractor or Implementing Partner will provide CESL with all the addresses and

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particulars of his sub-suppliers while placing the order on vendors for items/components/equipment covered under the Contract and will further ensure with his vendors that CESL, if so desires, will have the right to place order for spares directly on them on mutually agreed terms based on offers of such vendors.

7.3.1.8 The Contractor or Implementing Partner shall guarantee the long-term availability of spares to CESL for the full life of the equipment covered under the Contract. The Implementing Partner shall guarantee that before going out of production of spare parts of the equipment covered under the Contract, he shall give CESL at least 02 years advance notice so that the latter may order his bulk requirement of spares, if it so desires. The same provision will also be applicable to Sub-Implementing Partners. Further, in case of discontinuance of manufacture of any spares by the Contractor and/or his Sub- Contractor or Implementing Partner, Implementing Partner will provide CESL, two years in advance, with full manufacturing drawings, material specification and technical information including information on alternative equivalent makes required by CESL for the purpose of manufacture/procurement of such items.

7.3.1.9 The prices of all future requirements of item of spares beyond 3 years operational requirement will be derived from the corresponding ex-works price at which the order for such spares have been placed by CESL as a part of mandatory spares or recommended spares, or from the rates of mandatory spares or recommended spares as quoted by/ negotiated with the Implementing Partner. Ex-works order price of future spares shall be computed in accordance with the price adjustment provisions covered under the main Contract excepting that the base indices will be counted from the scheduled date of Commissioning of the last equipment under the main project and there will be no ceiling on the amount of variation in the prices. The above option for procuring future recommended spares by CESL shall remain valid for the period of 5 years from the date of Commissioning of the equipment.

7.3.1.10 The Implementing Partner will indicate in advance the delivery period of the items of spares, which CESL may procure in accordance with above sub-clause. In case of emergency requirements of spares, the Contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.

7.3.1.11 In case the Implementing Partner fails to supply the mandatory, recommended or long-term spares in the terms stipulated above, CESL shall be entitled to purchase the same from the alternate sources at the risk and the cost of the Implementing Partner and recover from the Implementing Partner, the excess amount paid by CESL over the rates worked on the above basis. In the event of such risk purchase by CESL, the purchases will be as per the Works and Procurement Policy of CESL prevalent at the time of such purchases and CESL at his option may include a representative from the Implementing Partner in finalising the purchases.

7.3.1.11 It is expressly understood that the final settlement between the par-ties in terms of relevant clauses of the Contract Documents shall not relieve the Implementing Partner of any of his obligations under the provision of long term availability of spares and such provisions shall continue to be enforced till the expiry of 5 years period reckoned from the scheduled date of Commissioning of the Plant and Equipment unless other-wise discharged expressly in writing by CESL. Further, the provisions pertaining to long term availability of spares shall be ex-tended beyond 5 years applicability period mentioned hereinabove if so desired by CESL and at the mutually acceptable escalation formula.

7.3.1.13 The Implementing Partner shall warrant that all spares supplied will be new and in accordance with the Contract Documents and will be free from defects in design, material and workmanship and shall further guarantee as under:

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ES LIMITED, C=IN
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(i) For 3 years operational spares (both mandatory and recommended)

a) For any item of spares ordered or to be ordered by CESL for 3 years operational requirement of the plant which are manufactured as a continuous operation together with the corresponding main equipment/component, the Defect Liability Period will be twelve (12) months from the scheduled date of commercial operation of main equipment/ plant under the Contract. 'Commercial Operation' shall mean the conditions of operation in which the complete equipment covered under the Contract is officially declared by CESL to be available for continuous operation at different loads up to and including rated capacity. Such declaration by CESL, however, shall not relieve or prejudice the Implementing Partner any of his obligations under the Contract. In case of any failure in the original component/equipment's due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to CESL unless a joint examination and analysis by CESL and the Implementing Partner of such spare parts prove that the defect found in the original part that failed, can safely be assumed not to be present in spare parts. Such replaced spare parts will have the same Defect Liability as applicable to the replacement made for the defective original part/component provided that such replacement for the original equipment and the spare replaced are again manufactured together. The discarded spare parts will become the property of the Implementing Partner as soon as they have been replaced by the Implementing Partner.

b) For the item of spares ordered or to be ordered by CESL for 3 years operational requirement of the plant, which with the written approval of CESL, are not manufactured as a continuous operation will be warranted for 7000 hrs of trouble-free operation if used within a period of eighteen (18) months reckoned from the date of delivery at site. However, if such spare parts are put to use after eighteen (18) months of the delivery at Site then the guarantee of such spares will stand valid till the expiry of thirty-six (36) months from the scheduled date of Commissioning of equipment/plant covered under the contract or 7000 hrs of trouble-free operation after such spares are put in service, whichever is earlier.

c) For long term requirement
For item of spares that may be ordered by CESL to cover requirements beyond 3 years of Initial Operation of the plant, the warranty will be till the expiry of 7000 hrs of trouble-free operation if used within a period of eighteen (18) months from the date of delivery at site. For item of spares that may be used after eighteen (18) months from the date of delivery at site, the warranty period will be 12 months from the date they are put to use or 7000 hrs of trouble-free operation, whichever is earlier. In any case the defect liability of spares will expire at the end of forty-eight (48) months from the date of their receipt at site.

(ii) The Defect Liability of spares covered in para (b) & (c) above, that are not used within 18 months from the respective date of the delivery at Site will, however, be subject to condition that all such spares being stored/maintained/preserved in accordance with Implementing Partner's standard recommended practice, if any, and the same has been furnished to CESL.

8. **Time for Commencement and Completion**

8.1 The Contractor or Implementing Partner shall commence work on the Facilities from the date of Notification of Award/Purchase Order/Notice to Proceed (NTP) and without prejudice to GCC Sub-Clause 26.2 hereof, the Implementing Partner shall thereafter proceed with the Facilities in accordance

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with the time schedule specified in Appendix 4 (Time Schedule) to the Contract Agreement or/and as mentioned in special conditions of contract.

8.2 The Contractor or Implementing Partner shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the SCC or within such extended time to which the Implementing Partner shall be entitled under GCC Clause 40 (Extension of Time for Completion) hereof.

9. Contractor or Implementing Partner's Responsibilities

9.1 The Contractor or Implementing Partner shall design, manufacture (including associated purchases and/or subcontracting), install and complete the Facilities with due care and diligence in accordance with the Contract.

9.2 The Contractor or Implementing Partner confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities (including any data as to boring tests) provided by CESL, and on the basis of information that the Contractor or Implementing Partner could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Facilities as at the date twenty-eight (28) days prior to bid submission. The Implementing Partner acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

9.3 The Implementing Partner shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor or Implementing Partner's and Subcontractor or Implementing Partner's personnel and entry permits for all imported Implementing Partner's Equipment. The Implementing Partner shall acquire all other permits, approvals and/or licenses that are not the responsibility of CESL under GCC Sub-Clause 10.3 hereof and that are necessary for the performance of the Contract.

9.4 The Implementing Partner shall comply with all laws in force in the country where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Implementing Partner. The Implementing Partner shall indemnify and hold harmless CESL from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or Implementing Partner or its personnel, including the Contractor or Sub Implementing Partners and their personnel, but without prejudice to GCC Sub Clause 10.1 hereof.

9.5 Any Plant, Material and Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GCC Clause 3.13 (Country of Origin).

10. CESL's Responsibilities

10.1 CESL shall ensure the accuracy of all information and/or data to be supplied by the CESL as described in Appendix 6 (Scope of Works and Supply by the CESL) to the Contract, except when otherwise expressly stated in the Contract.

10.2 CESL shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in Appendix 6 (Scope of Works and Supply by CESL) to the Contract Agreement. CESL shall give full possession of and accord all rights of access thereto on or before the date(s) specified in Appendix 6.

10.3 The CESL shall acquire and pay for all permits, approvals and/or licenses from all local, state or

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national government authorities or public service undertakings in the country where the Site is located which such authorities or undertakings require CESL to obtain them in CESL's name, are necessary for the execution of the Contract (they include those required for the performance by both the Implementing Partner and CESL of their respective obligations under the Contract), including those specified in Appendix 6 (Scope of Works and Supply by CESL) to the Contract Agreement.

10.4 If requested by the Implementing Partner, CESL shall use its best endeavours to assist the Implementing Partner in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Implementing Partner or Subcontractor or Implementing Partners or the personnel of the Contractor or Implementing Partner or Sub Contractor or Implementing Partners, as the case may be, to obtain.

10.5 Unless otherwise specified in the Contract or agreed upon by CESL and the Implementing Partner, CESL shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts other materials and facilities ; and shall perform all work and services of whatsoever nature, to enable the Implementing Partner to properly carry out Pre commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of Appendix 6 (Scope of Works and Supply by the CESL) to the Contract Agreement at or before the time specified in the program furnished by the Contractor or Implementing Partner under GCC Sub- Clause 18.2 (Program of Performance) hereof and in the manner there-upon specified or as otherwise agreed upon by CESL and the Contractor or Implementing Partner.

10.6 The CESL shall be responsible for the continued operation of the Facilities after Completion, in accordance with GCC Sub-Clause 24.8, and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GCC Sub-Clause 25.2.

10.7 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of CESL save those to be incurred by the Implementing Partner with respect to the performance of Guarantee Tests, in accordance with GCC Sub-Clause 25.2.

C. Payment

11. Contract Price

11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Form of Contract Agreement.

11.2 The Contract Price shall be adjusted in accordance with provisions of Appendix-2 (Price Adjustment) to the Contract Agreement, if applicable. It will be mentioned in SCC.

11.3 Subject to GCC Sub-Clauses 9.2, 10.1 and 35 (Unforeseen Conditions) hereof, the Implementing Partner shall be deemed to have satisfied itself as to the hereof, correctness and sufficiency of the Contract Price, which shall, expect as otherwise provided for in the Contract, cover all its obligations under the Contract.

12. Terms of Payment

12.1 The Contract price shall be paid as specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing payments shall be those outlined in the same Appendix 1.

12.2 No payment made by CESL herein shall be deemed to constitute acceptance by CESL of the Facilities or any part(s) thereof.

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12.3 The currency or currencies in which payments are made to the Implementing Partner under this Contract shall be specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contract.

13. **Securities**

13.1 **Issuance of Securities**

The Implementing Partner shall provide the securities specified below in favour of CESL at the times, and in the amount, manner and form specified below.

13.2 **Advance Payment Security**

13.2.1 The Implementing Partner shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the currency or currencies of the contract, with an initial validity of up to ninety (90) days beyond the schedule date of Completion of the Facilities in accordance with GCC Clause-24. However, in case of delay in completion of facilities under the package, the validity of the security shall be extended by the period of such delay.

13.2.2 The security shall be in the form of an unconditional bank guarantee as per the proforma provided in Section VII (Forms and Procedures)- Form of Advance Payment Security. The Advance payment Security shall be reduced prorate every three (3) months after First Running Account Bill/Stage Payment under the Contract based on the value of equipment/facilities received. The cumulative amount of reduction at any point of time shall not exceed seventy five percent (75%) of the advance corresponding to cumulative value of the respective equipment Facilities supplied and received as per a certificate issued by the Project Manager and the balance of 25% released after ninety (90) days beyond the Completion of those Facilities. It should be clearly understood that reduction in the value of security for advance shall not in any way dilute the Implementing Partner's responsibility and liabilities under the Contract including in respect of the Facilities for which the reduction in the value of security is allowed.

13.3 **Contract Performance Security**

13.3.1 The Implementing Partner shall, within twenty-eight (28) days of the Notification of Award, provide securities for the due performance of the Contract for five percent (5%) of the Contract Price of all the Contracts, with an initial validity up to ninety (90) days beyond the end of scheduled Defect Liability Period of the last equipment covered under the package. If CESL accepts to enters into 'Second Contract' and/or 'Third Contract' with the Assignee of a foreign Implementing Partner, pursuant to GCC Sub-Clause 3.6, the said Assignee, in addition to the Contract Performance Securities to be provided by the foreign Implementing Partner for five percent (5%) of the value of all the Contracts i.e. First Contract, Second Contract and Third Contract, shall provide within twenty-eight (28) days of the Notification of Award, separate Contract Performance Security(ies) equivalent to five percent (5%) of the value of Contract(s) entered into with the Assignee, for the due performance of Contract, with an initial validity up to ninety (90) days beyond the end of Scheduled Defect Liability period of the last equipment covered under the package. However, in case of delay in completion of the defect liability period, the validity of all the contract performance securities shall be extended by the period of such delay.

The actual value of Contract Performance Guarantee (CPG) will be as defined in Section-4 (SCC).

13.3.2 The performance security shall be denominated in the currency or currencies of the Contract, or in a freely convertible currency acceptable to CESL, and shall be in the form of unconditional bank guarantee provided in Section-VI (Forms and Procedures)-Form of Performance Security of the bidding documents.

13.3.3 Unless otherwise stipulated in SCC, the security shall be reduced pro rata to the Contract Price of a

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part of the Facilities for which a separate time for Completion is provided, twenty one (21) months after Completion of the Facilities or where relevant part thereof, or fifteen (15) months after Operational Acceptance of the Facilities (or the relevant part thereof), whichever occurs first; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 27.8 hereof, the Implementing Partner shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Implementing Partner immediately after its expiration, provided, however, that if the Implementing Partner, pursuant to GCC Sub-Clause 27.10, is liable for an extended warranty obligation, the performance security shall be extended for the period and up to the amount agreed upon or as specified in the SCC.

14. **Taxes and Duties**

i. "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union TerritoryGoods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder.

ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule.

iii. For the purpose of Evaluation, GST quoted in the Bid shall onlybe considered.

iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission.

v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.

vi. In case GST registered Bidder has quoted GST rate as '0'(Zero), the quoted price shall be considered to be inclusive of GST as applicable.

vii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. CESL shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.

viii. In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) asper GST Law.

ix. In case of all materials identified by the Supplier and CESL to be dispatched directly from the sub-vendor's work to CESL's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to CESL's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of CESL during transit of the materialsbefore the delivery of materials is taken by CESL.

x. For items not covered under GST, the Bidder is required to quote Excise Duty / VAT / CST as applicable in the PriceSchedule while giving the breakup of prices.

xi. Notwithstanding anything to contrary contained in the Purchase Order/Contract, the implementing partner right to payment under the Order / Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.

xii. CESL shall deduct GST at source at the applicable rates in case transactions under the Order / Contract are liable to GST deduction at source.

xiii. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both CESL and the implementing partner, shall be mutually agreed so that bothparties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the Order / Contract, penalty / damages shall be recovered in case the implementing partner makes a default in following the agreed procedure.

xiv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.

xv. The implementing partner shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST account of appropriate government within the time limit

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prescribed under the GST Law. In the event of any default,Supplier shall be liable to pay the amount which may be imposed on CESL due to such default.

xvi. The implementing partner should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permits will continue till such time if applicable.

xvii. CESL shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.

xviii. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.

xix. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Oder / Contract, which was or will be assessed on the Supplier in connection with performance ofthe Oder/Contract, an equitable adjustment shall be made to take into account any such change.

xx. The payment / reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only todirect transactions between CESL and the Bidder.

14.1 Except as otherwise specifically provided in the SCC, the Implementing Partner shall bear and pay all taxes, duties, levies and charges assessed on the Implementing Partner, its Sub Implementing Partners or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission in the country where the Site is located (hereinafter called "Tax" in this GCC Sub-Clause 14.4). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Implementing Partner in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there-from, as the case may be, in accordance with GCC Clause 36 (Change in Laws and Regulations) hereof. However, these adjustments would be restricted to direct transactions between CESL and the Contractor/assignee of Foreign Implementing Partner (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Implementing Partner/assignee and also not applicable on the bought-out items despatched directly from sub-vendor's works to site.

D. Intellectual Property

15. Copyright

15.1The copyright in all drawings, documents and other materials containing data and information furnished to CESL by the Implementing Partner here in shall remain vested in the Implementing Partner or, if they are furnished to CESL directly or through the Implementing Partner by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. CESL shall however be free to reproduce all drawings, documents and other material furnished to CESL for the purpose of the contract including, if required, for operation and maintenance of the facilities.

16. Confidential Information

16.1 CESL and the Implementing Partner shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished

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directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor or Implementing Partner may furnish to its Sub Contractor or Implementing Partner(s) such documents, data and other information it receives from CESL to the extent required for the Sub Contractor or Implementing Partner(s) to perform its work under the Contract, in which event the Implementing Partner shall obtain from such Sub-Contractor or Implementing Partner(s) an undertaking of confidentiality similar to that imposed on the Implementing Partner under this GCC Clause16.

16.2 CESL shall not use such documents, data and other information received from the Implementing Partner for any purpose other than the operation and maintenance of the Facilities. Similarly, the Implementing Partner shall not use such documents, data and other information received from CESL for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

16.3 The obligation of a party under GCC Sub-Clauses 16.1 and 16.2 above, however, shall not apply to that information which

(a) now or hereafter enters the public domain through no fault of that party.
(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto
(c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

16.4 The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

16.5 The provisions of this GCC Clause 16 shall survive termination, for what-ever reason, of the Contract.

E. Work Execution

17. Representatives

17.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, CESL shall appoint and notify the Implementing Partner in writing of the name of the Project Manager. CESL may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Implementing Partner without delay. CESL shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager shall represent and act for CESL at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Implementing Partner to CESL under the Contract shall be given to the Project Manager, except as herein otherwise provided.

17.2 Contractor's representative & Construction Manager

17.2.1 If the Implementing Partner's Representative is not named in the Contract, then within fourteen

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(14) days of the Effective Date, the Implementing Partner shall appoint the Implementing Partner's Representative and shall request CESL in writing to approve the person so appointed. If CESL makes no objection to the appointment within fourteen (14) days, the Implementing Partner's Representative shall be deemed to have been approved. If CESL objects to the appointment within fourteen (14) days giving the reason therefor, then the Implementing Partner shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 17.2.1 shall apply thereto.

17.2.2 The Implementing Partner's Representative shall represent and act for the Implementing Partner at all times during the currency of the Contract and shall give to the Project Manager all the Implementing Partner's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by CESL or the Project Manager to the Implementing Partner under the Contract shall be given to the Implementing Partner's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Implementing Partner shall not revoke the appointment of the Implementing Partner's Representative without CESL's prior written con-sent, which shall not be unreasonably withheld. If CESL consents thereto, the Implementing Partner shall appoint some other per-son as the Implementing Partner's Representative, pursuant to the procedure set out in GCC Sub-Clause 17.2.1

17.2.3 The Implementing Partner's Representative may, subject to the approval of CESL (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Implementing Partner's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to CESL and the Project Manager.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 17.2.3 shall be deemed to be an act or exercise by the Implementing Partner's Representative.

17.2.3.1 Notwithstanding anything stated in GCC Sub-clause 17.1 and 17.2.1 above, for the purpose of execution of contract, CESL and the Implementing Partner shall finalise and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.

17.2.4 From the commencement of installation of the Facilities at the Site until Operational Acceptance, the Implementing Partner's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Implementing Partner and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. When-ever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.

17.2.5 CESL may by notice to the Implementing Partner object to any representative or person employed by the Implementing Partner in the execution of the Contract who, in the reasonable opinion of CESL, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC Sub-Clause 22.3. CESL shall provide evidence of the same, whereupon the Implementing Partner shall remove such person from the Facilities.

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17.2.6 If any representative or person employed by the Implementing Partner is removed in accordance with GCC Sub-Clause 17.2.5, the Contractor shall, where required, promptly appoint a replacement.

18. Work Program

18.1 Contractor or Implementing Partner's Organization

The Implementing Partner shall supply to CESL and the Project Manager a chart showing the proposed organization to be established by the Implementing Partner for carrying out work on the Facilities. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within twenty-one (21) days of the Effective Date. The Implementing Partner shall promptly inform CESL and the Project Manager in writing of any revision or alteration of such an organization chart.

18.2 Program of Performance

Within twenty-eight (28) days after the date of notification of award of Contract, the Implementing Partner shall prepare and submit to the Project Manager a detailed program of performance of the Contract, made in the form of PERT Network and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Implementing Partner reasonably requires that the CESL shall have fulfilled its obligations under the Contract so as to enable the Implementing Partner to execute the Contract in accordance with the program and to achieve Completion and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Implementing Partner shall accord with the Time Schedule included in Appendix 4 (Time Schedule) to the Contract Agreement and any other dates and periods specified in the Contract. The Implementing Partner shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion given in the SCC and any extension granted in accordance with GCC Clause 40 and shall submit all such revisions to the Project Manager.

18.3 Progress Report

The Contractor or Implementing Partner shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 18.2 (Program of Performance) above and supply a progress report to the Project Manager every month.

The progress report shall be in a form acceptable to the Project Manager and shall also indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

18.4 Progress of Performance

If at any time the Implementing Partner's actual progress falls behind the program referred to in GCC Sub-Clause 18.2 (Program of Performance), or it becomes apparent that it will so fall behind, the Implementing Partner shall, at the request of CESL or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Sub-Clause 8.2 (Time for Commencement and Completion), any extension thereof entitled under GCC Sub-Clause 40.1 (Extension of Time for Completion), or any ex-tended period as may otherwise be agreed upon between CESL and the Implementing Partner.

18.5 Work Procedures

The Contract shall be executed in accordance with the Contract Documents and the procedures given in the section on Forms and Procedures of the Contract Documents.

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If agreed between CESL and the Implementing Partner, the Implementing Partner may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

18.6 **Maintenance of Records of Weekly Progress Review meeting at Site**

The Contractor shall be required to attend all weekly site progress review meetings organised by the 'Project Manager' or his authorised representative. The deliberations in the meetings shall inter alia include the weekly program, progress of work (including details of manpower, tools & plants deployed by the Contractor vis-a-vis agreed schedule), inputs to be provided by CESL, delays, if any and recovery program, specific hindrances to work and work instructions by CESL. The minutes of the weekly meetings shall be recorded in triplicate in a numbered register available with the Project Manager or his authorised representative. These representative and the Contractor and one copy of the signed records shall be handed over to the Contractor.

19. **Subcontracting**

19.1 Appendix 5 (List of Approved Sub Implementing Partners) to the Contract Agreement specifies major items of supply or services and a list of approved Sub-Implementing Partners against each item, including vendors. Insofar as no Sub Implementing Partners are listed against any such item, the Implementing Partner shall prepare a list of Sub Implementing Partners for such item for inclusion in such list. The Implementing Partner may from time to time propose any addition to or deletion from any such list. The Implementing Partner shall submit any such list or any modification thereto to CESL for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the CESL for any of the Sub Implementing Partners shall not relieve the Implementing Partner from any of its obligations, duties or responsibilities under the Contract.

19.2 The Implementing Partner shall select and employ its Sub Implementing Partners for such major items from those listed in the lists referred to in GCC Sub-Clause 19.1.

19.3 For items or parts of the Facilities not specified in Appendix 5 (List of Approved Sub Implementing Partners) to the Contract Agreement, the Implementing Partner may employ such Sub Implementing Partners as it may select, at its discretion.

20. **Design and Engineering**

20.1 **Specifications and Drawings**

20.1.1 The Implementing Partner shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.

The Implementing Partner shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Implementing Partner by or on behalf of CESL.

20.1.2 The Implementing Partner shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the CESL, by giving a notice of such disclaimer to the Project Manager.

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20.2 **Codes and Standards**

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by CESL and shall be treated in accordance with GCC Clause 39 (Changes Originating from Implementing Partner).

20.3 **Approval/Review of Technical Documents by Project Manager, wherever applicable**

20.3.1 The Implementing Partner shall prepare (or cause its Sub-Implementing Partners to prepare) and furnish to the Project Manager the documents listed in Appendix 7 (List of Documents for Approval or Review) to the Contract Agreement for its approval or review as specified and as in accordance with the requirements of GCC Sub-Clause 18.2(Program of Performance).

Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.

GCC Sub-Clauses 20.3.2 through 20.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

20.3.2 Within twenty-one (21) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Sub-Clause 20.3.1, the Project Manager shall either return one copy thereof to the Implementing Partner with its approval endorsed thereon or shall notify the Implementing Partner in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.

20.3.3 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.

20.3.4 If the Project Manager disapproves the document, the Implementing Partner shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Sub-Clause 20.3.2. If the Project Manager approves the document subject to modification(s), the Implementing Partner shall make the required modification(s), and upon resubmission with the required modifications the document shall be deemed to have been approved.

The procedure for submission of the documents by the Implementing Partner and their approval by the Project Manager shall be discussed and finalised with the Implementing Partner.

20.3.5 If any dispute or difference occurs between CESL and the Implementing Partner in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to an Adjudicator for determination in accordance with GCC Sub-Clause 6.1 (Adjudicator) hereof. If such dispute or difference is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Implementing Partner shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Implementing Partner's view on the dispute and if CESL has not given notice under GCC Sub-Clause 6.1.2 hereof, then the Implementing Partner shall be reimbursed by CESL for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as

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the Adjudicator shall decide, and the Time for Completion shall be extended accordingly.

20.3.6 The Project Manager's approval, with or without modification of the document furnished by the Implementing Partner, shall not relieve the Implementing Partner of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.

20.3.7 The Implementing Partner shall not depart from any approved document unless the Implementing Partner has first submitted to the Project Manage ran amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GCC Sub-Clause 20.3.

If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of GCC Clause 39 (Change in the Facilities) shall apply to such request.

21. **Procurement**

21.1 **Plant and Equipment**
Subject to GCC Sub-Clause 14.2, the Implementing Partner shall manufacture or procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site.

21.2 **CESL-Supplied Plant, Equipment, and Materials**
If Appendix 6 (Scope of Works and Supply by the CESL) to the Contract Agreement provides that CESL shall furnish any specific items of machinery, equipment or materials to the Implementing Partner, the following provisions shall apply:

21.2.1 CESL shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the parties and make such item available to the Implementing Partner at the time specified in the program furnished by the Implementing Partner, pursuant to GCC Sub-Clause 18.2 (Program of Performance), unless otherwise mutually agreed.

21.2.2 Upon receipt of such item, the Implementing Partner shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. CESL shall immediately remedy any shortage, defect or default, or the Implementing Partner shall, if practicable and possible, at the request of CESL, remedy such shortage, defect or default at CESL's cost and expense. After inspection, such item shall fall under the care, custody and control of the Implementing Partner.

The provision of this GCC Sub-Clause21.2.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item or shall apply to defective items that have been repaired here onwards.

21.2.3 CESL shall have no liability for any shortage, defect or default, for which implementing partner shall be liable. For any such shortage, defect or default whether under GCC Clause 27 (Defect Liability) or under any other provision of Contract, implementing partner shall be held liable.

21.3 **Transportation**

21.3.1 The Implementing Partner shall at its own risk and expense transport all the Plant and Equipment and the Implementing Partner's Equipment to the Site by the mode of transport that the Implementing Partner judges most suitable under all the circumstances.

Packing Material
The Contractor shall ensure that all the plant and equipment are suitably packed and protected to prevent damage or deterioration during its transportation to site, handling and storage at site till the time of its

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installation. The ownership of all such packing material (except empty shipper's containers on which the customs duty has been paid by the Contractor) shall stand transferred to the CESL upon dispatch of the plant and equipment and endorsement of dispatch documents in favour of CESL.

21.3.2 Unless otherwise provided in the Contract, the Implementing Partner shall be entitled to select any safe mode of transport operated by any person to carry the Plant and Equipment and the Implementing Partner's Equipment.

21.3.3 Upon despatch of each shipment of the Plant and Equipment and the Implementing Partner's Equipment, the Implementing Partner shall notify CESL by telex, cable, facsimile or Electronic Data Interchange (EDI) of the description of the Plant and Equipment and of the Implementing Partner's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Implementing Partner shall furnish CESL with relevant shipping documents to be agreed upon between the parties.

21.3.4 The Implementing Partner shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment and the Implementing Partner's Equipment to the Site. CESL shall use its best endeavours in a timely and expeditious manner to assist the Implementing Partner in obtaining such approvals, if requested by the Implementing Partner. The Implementing Partner shall indemnify and hold harmless CESL from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Plant and Equipment and the Implementing Partner's Equipment to the Site.

21.4 **Customs Clearance**

The Implementing Partner shall, at its own expense, handle all imported Plant and Equipment and Implementing Partner's Equipment at the point(s) of import and shall handle any formalities for customs clearance, subject to CESL's obligations under GCC Sub-Clause 14.2, provided that if applicable laws or regulations require any application or act to be made by or in the name of CESL, CESL shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance due to fault of CESL, the Implementing Partner shall be entitled to an extension in the Time for Completion, pursuant to GCC Clause 40.

22. **Installation**

22.1 **Setting Out/Supervision/Labour**

22.1.1 Benchmark: The Implementing Partner shall be responsible for the true and proper setting-out of the Facilities in relation to benchmarks, reference marks and lines provided to it in writing by or on behalf of CESL.
If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Implementing Partner shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of CESL, the expense of rectifying the same shall be borne by CESL.

22.1.2 Implementing Partner's Supervision: The Implementing Partner shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Implementing Partner shall provide and employ only technical personnel who are skilled and experienced in their

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respective callings and supervisory staff who are competent to adequately supervise the work at hand.

22.1.3 Labour:

(a) The Implementing Partner shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Implementing Partner is encouraged to use local labour that has the necessary skills.

(b) Unless otherwise provided in the Contract, the Implementing Partner shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.

(c) The Implementing Partner shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the country where the Site is located.

(d) The Implementing Partner shall at its own expense provide the means of repatriation to all of its and its Sub-Implementing Partner's personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Implementing Partner defaults in providing such means of transportation and temporary maintenance, CESL may provide the same to such personnel and recover the cost of doing so from the Implementing Partner.

(e) The Implementing Partner shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Sub-Implementing Partners.

(f) The Implementing Partner shall, in all dealings with its labour and the labour of its Sub-Implementing Partners currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

22.2 **Contractor's Implementing Partner's Equipment**

22.2.1 All Contractors or Implementing Partners' Equipment brought by the Implementing Partner onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Implementing Partner shall not remove the same from the Site without the Project Manager's consent that such Implementing Partner's Equipment is no longer required for the execution of the Contract.

22.2.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Implementing Partner shall remove from the Site all Equipment brought by the Implementing Partner onto the Site and any surplus materials remaining thereon.

22.2.3 CESL will, if requested, use its best endeavours to assist the Implementing Partner in obtaining any local, state or national government permission required by the Implementing Partner for the export of the Implementing Partner's Equipment imported by the Implementing Partner for use in the execution of the Contract that is no longer required for the execution of the Contract.

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22.3 **Site Regulations and Safety**

CESL and the Implementing Partner shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Implementing Partner shall prepare and submit to CESL, with a copy to the Project Manager, proposed Site regulations for CESL's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

22.4 **Opportunities for Other Implementing Partners**

22.4.1 The Implementing Partner shall, upon written request from CESL or the Project Manager, give all reasonable opportunities for carrying out the work to any other Implementing Partners employed by CESL on or near the Site.

22.4.2 If the Implementing Partner, upon written request from CESL or the Project Manager, makes available to other Implementing Partners any roads or ways the maintenance for which the Implementing Partner is responsible, permits the use by such other Implementing Partners of the Implementing Partner's Equipment, or provides any other service of whatsoever nature for such other Implementing Partners, CESL shall fully compensate the Implementing Partner for any loss or damage caused or occasioned by such other Implementing Partners in respect of any such use or service, and shall pay to the Implementing Partner reasonable remuneration for the use of such equipment or the provision of such services.

22.4.3 The Implementing Partner shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other Implementing Partners. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Implementing Partner and other Implementing Partners and the workers of CESL in regard to their work.

22.4.4 The Implementing Partner shall notify the Project Manager promptly of any defects in the other Implementing Partners' work that come to its notice, and that could affect the Implementing Partner's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Implementing Partner.

22.5 **Emergency Work**

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Implementing Partner shall immediately carry out such work.

If the Implementing Partner is unable or unwilling to do such work immediately, CESL may do or cause such work to be done as CESL may determine is necessary in order to prevent damage to the Facilities. In such event CESL shall, as soon as practicable after the occurrence of any such emergency, notify the Implementing Partner in writing of such emergency, the work done and the reasons therefor. If the work done or caused to be done by CESL is work that the Implementing Partner was liable to do at its own expense under the Contract, the reasonable costs incurred by CESL in connection therewith shall be paid by the Implementing Partner to CESL. Otherwise, the cost of such remedial work shall be borne by CESL.

22.6 **Site Clearance**

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22.6.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Implementing Partner shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Implementing Partner's Equipment no longer required for execution of the Contract.

22.6.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Implementing Partner shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe.

Disposal of Scrap

The Contractor shall with the agreement of CESL promptly remove from the site any 'Scrap' generated during performance of any activities at site in pursuance of the Contract. The term 'Scrap' shall refer to scrap / waste / remnants arising out of the fabrication of structural steel work and piping work at the project site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables.

The ownership of such Scrap shall vest with the Contractor except in cases where the items have been issued by CESL from its stores for their installation only without any adjustment to the Contract Price. The removal of scrap shall be subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, Excise etc.), if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable taxes/duties shall be that of the Contractor. Harmful scrap shall be disposed as per environmental statuary or other guidelines at contractor or implementing partner own cost.

The Contractor shall also indemnify to keep CESL harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap. The Indemnity Bond shall be furnished by Contractor as per proforma enclosed in Section-VII (Forms and Procedure) as Form No. 14. Further, in case the laws require CESL to take prior permission of the relevant Authorities before handing over the scrap to the Contractor, the same shall be obtained by the Contractor on behalf of CESL.

However, scrap generated in say replacement of pumps (i.e. old pumps as scrap) or any other scrap which is owned by CESL as per contract agreement, the same shall be disposed by CESL and CESL will get the payment. Contractor or Implementing Partner will co-ordinate with CESL and the agency picking up the scrap, for scrap disposal.

22.7 **Watching and Lighting**

The Implementing Partner shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

22.8 **Work at Night and on Holidays**

22.8.1 Unless otherwise provided in the Contract, no work shall be carried out during the night and on public holidays of the country where the Site is located without prior written consent of CESL, except where work is necessary or required to ensure maintenance of public utility services or safety of the Facilities or for the protection of life, or to prevent loss or damage to property, when the Implementing Partner shall immediately advise the Project Manager, provided that provisions of this GCC Sub-Clause 22.8.1 shall not apply to any work which is customarily carried out by rotary or double-shifts.

22.8.2 Notwithstanding GCC Sub-Clauses 22.8.1 or 22.1.3, if and when the Implementing Partner considers

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it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests CESL's consent thereto, CESL shall not unreasonably withhold such consent.

23. **Test and Inspection**

23.1 The Implementing Partner shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and Equipment and any part of the Facilities as are specified in the Contract.

23.2 CESL and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that CESL shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

23.3 Whenever the Implementing Partner is ready to carry out any such test and/or inspection, the Implementing Partner shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Implementing Partner shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable CESL and the Project Manager (or their designated representatives) to attend the test and/or inspection

23.4 The Implementing Partner shall provide the Project Manager with a certified report of the results of any such test and/or inspection.

If CESL or Project Manager (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Implementing Partner may proceed with the test and/or inspection in the absence of such persons and may provide the Project Manager with a certified report of the results thereof.

23.5 The Project Manager may require the Implementing Partner to carry out any test and/or inspection not required by the Contract, provided that the Implementing Partner's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of work on the Facilities and/or the Implementing Partner's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.

23.6 If any Plant and Equipment or any part of the Facilities fails to pass any test and/or inspection, the Implementing Partner shall either rectify or replace such Plant and Equipment or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under GCC Sub-Clause 23.3.

23.7 If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant and Equipment or part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to the Adjudicator for determination in accordance with GCC Sub-Clause 6.1 (Adjudicator).

23.8 The Implementing Partner shall afford CESL and the Project Manager, at CESL's expense, access at any reasonable time to any place where the Plant and Equipment are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Implementing Partner a reasonable prior notice.

23.9 The Implementing Partner agrees that neither the execution of a test and/or inspection of Plant and Equipment or any part of the Facilities, nor the attendance by CESL or the Project Manager, nor the issue of any test certificate pursuant to GCC Sub-Clause 23.4, shall release the Implementing Partner from any other responsibilities under the Contract.

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23.10 No part of the Facilities or foundations shall be covered up on the Site without the Implementing Partner carrying out any test and/or inspection required under the Contract. The Implementing Partner shall give a reasonable notice to the Project Manager whenever any such part of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/ or inspection and notice thereof shall be subject to the requirements of the Contract.

23.11 The Implementing Partner shall uncover any part of the Facilities or foundations or shall make openings in or through the same as the Project Manager may from time to time require at the Site and shall reinstate and make good such part or parts.

If any part of the Facilities or foundations have been covered up at the Site after compliance with the requirement of GCC Sub-Clause 23.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by CESL, and the Time for Completion shall be reasonably adjusted to the extent that the Implementing Partner has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

24. **Completion of the Facilities**

24.1 As soon as the Facilities or any part thereof has, in the opinion of the Implementing Partner, been completed operationally and structurally and put in a tight and clean condition as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety o the Facilities, the Implementing Partner shall so notify CESL in writing.

24.2 Within seven (7) days after receipt of the notice from the Implementing Partner under GCC Sub-Clause 24.1, CESL shall supply the operating and maintenance personnel specified in Appendix 6 (Scope of Works and Supply by CESL) to the Contract Agreement, required for Pre-commissioning of the Facilities or any part thereof.

Unless otherwise specified in the Technical Specifications, CESL shall also provide, within the said seven (7) day period, the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Pre commissioning of the Facilities or any part thereof.

24.3 As soon as reasonably practicable after the operating and maintenance personnel have been supplied by CESL and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters, if so specified in Appendix 6 (Scope of Works and Supply by the CESL)/ Technical Specifications, have been provided by CESL in accordance with GCC Sub-Clause 24.2, the Implementing Partner shall commence Pre commissioning of the Facilities or the relevant part thereof in preparation for Commissioning.

24.4 As soon as all works in respect of Pre commissioning are completed and, in the opinion of the Implementing Partner, the Facilities or any part thereof is ready for Commissioning, the Implementing Partner shall commence Commissioning as per procedures stipulated in Technical Specifications, and as soon as Commissioning is satisfactorily completed, the Implementing Partner shall so notify the Project Manager in writing.

24.5 The Project Manager shall, within fourteen (14) days after receipt of the Implementing Partner's notice under GCC Sub-Clause 24.4, either issue a Completion Certificate in the form specified in the Forms and Procedures section in the bidding documents, stating that the Facilities or that part thereof have reached Completion as at the date of the Implementing Partner's notice under GCC Sub-Clause 24.4, or notify the Implementing Partner in writing of any defects and/or deficiencies.

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If the Project Manager notifies the Implementing Partner of any defects and/or deficiencies, the Implementing Partner shall then correct such defects and/or deficiencies and shall repeat the procedure described in GCC Sub Clause 24.4.

If the Project Manager is satisfied that the Facilities or that part thereof have reached Completion, the Project Manager shall, within seven (7) days after receipt of the Implementing Partner's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as at the date of the Implementing Partner's repeated notice.

If the Project Manager is not so satisfied, then it shall notify the Implementing Partner in writing of any defects and/or deficiencies within seven (7) days after receipt of the Implementing Partner's repeated notice, and the above procedure shall be repeated.

24.6 If the Project Manager fails to issue the Completion Certificate and fails to inform the Implementing Partner of any defects and/or deficiencies within fourteen (14) days after receipt of the Implementing Partner's notice under GCC Sub-Clause 24.4 or within seven (7) days after receipt of the Implementing Partner's repeated notice under GCC Sub-Clause 24.5, or if CESL makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Implementing Partner's notice or repeated notice, or as of CESL's use of the Facilities, as the case may be.

24.7 As soon as possible after Completion, the Implementing Partner shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which CESL will undertake such completion and deduct the costs thereof from any monies owing to the Implementing Partner.

24.8 Upon Completion, CESL shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.

25. **Commissioning, Guarantee Test and Operational Acceptance**

25.1 **Commissioning**

25.1.1 Commissioning of the Facilities or any part thereof shall be completed by the Implementing Partner as per procedures detailed in the Technical Specifications.

CESL shall, unless otherwise specified in Appendix 6 (Scope of Works and Supply by the CESL)/ Technical Specifications, supply the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Commissioning of the Facilities.

25.2 **Guarantee Test (wherever applicable)**

25.2.1 The Guarantee Test (and repeats thereof) shall be conducted by the Implementing Partner after Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Contract Documents. The Implementing Partner's and Project Manager's advisory personnel shall attend the Guarantee Test. CESL shall promptly provide the Implementing Partner with such information as the Implementing Partner may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof).

25.2.2 If for reasons not attributable to the Implementing Partner, the Guarantee Test of the Facilities or

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the relevant part thereof cannot be successfully completed within the period from the date of Completion specified in the SCC or any other period agreed upon by CESL and the Implementing Partner, the Implementing Partner shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GCC Sub-Clauses 28.2 and 28.3 shall not apply.

25.3 **Operational Acceptance**

25.3.1 Subject to GCC Sub-Clause 25.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when

(a) the Guarantee Test has been successfully completed, and the Functional Guarantees are met; or
(b) the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Implementing Partner within the period from the date of Completion specified in the SCC or any other agreed upon period as specified in GCC Sub-Clause 25.2.2 above, but successful Completion of the Facilities has been achieved; or
(c) the Implementing Partner has paid the liquidated damages specified in GCC Sub-Clause 28.3 hereof; and
(d) any minor items mentioned in GCC Sub-Clause 24.7 hereof relevant to the Facilities or that part thereof have been completed.

25.3.2 At any time after any of the events set out in GCC Sub-Clause 25.3.1 have occurred, the Implementing Partner may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Bidding Documents or in another form acceptable to CESL in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.

25.3.3 The Project Manager shall, after consultation with CESL, and within forty-five (45) days after receipt of the Implementing Partner's notice, issue an Operational Acceptance Certificate.

25.3.4 If within forty five (45) days after receipt of the Implementing Partner's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Implementing Partner in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as at the date of the Implementing Partner's said notice.

25.4 **Partial Acceptance**

25.4.1 If the Contract specifies that Completion and Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Completion and Commissioning including the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.

25.4.2 If a part of the Facilities comprises facilities such as buildings, for which no Commissioning or Guarantee Test is required, then the Project Manager shall issue the Operational Acceptance Certificate for such facility when it attains Completion, provided that the Implementing Partner shall thereafter complete any outstanding minor items that are listed in the Operational Acceptance Certificate.

F. Guarantees and Liabilities

26. **Completion Time Guarantee**

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26.1 The Implementing Partner guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified in the SCC) within the Time for Completion specified in the SCC pursuant to GCC Sub-Clause 8.2, or within such extended time to which the Implementing Partner shall be entitled under GCC Clause 40 (Extension of Time for Completion) hereof.

26.2 If the Implementing Partner fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 40 (Extension of Time for Completion), the Implementing Partner shall pay to CESL liquidated damages in the amount computed at the rates specified in the SCC. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as "Maximum" in the SCC. Once the "Maximum" is reached, CESL may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2.

Such payment shall completely satisfy the Implementing Partner's obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under GCC Clause 40 (Extension of Time for Completion). The Implementing Partner shall have no further liability whatsoever to CESL in respect thereof.

However, the payment of liquidated damages shall not in any way relieve the Implementing Partner from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Implementing Partner under the Contract.

Save for liquidated damages payable under this GCC Sub-Clause 26.2, the failure by the Implementing Partner to attain any milestone or other act, matter or thing by any date specified in Appendix 4 (Time Schedule) to the Contract Agreement and/or other program of work prepared pursuant to GCC Clause 18 (Program of Performance) shall not render the Implementing Partner liable for any loss or damage thereby suffered by CESL.

27. **Defect Liability**

27.1 The Implementing Partner warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.

27.2 The Defect Liability Period shall be eighteen (18) months from the date of Completion of the Facilities (or any part thereof) or twelve (12) months from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the SCC.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Implementing Partner, the Implementing Partner shall promptly, in consultation and agreement with CESL regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Implementing Partner shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Implementing Partner shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

(a) improper operation or maintenance of the Facilities by CESL
(b) operation of the Facilities outside specifications provided in the Contract.
(c) Normal wear and tear.

27.3 The Implementing Partner's obligations under this GCC Clause 27 shall not apply to

(a) any materials that are supplied by CESL under GCC Sub- Clause 21.2 (CESL-Supplied Plant, Equipment and Materials), are normally consumed in operation, or have a normal life shorter than

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the Defect Liability Period stated herein.

(b) any designs, specifications or other data designed, supplied or specified by or on behalf of CESL or any matters for which the Implementing Partner has disclaimed responsibility herein.

(c) any other materials supplied, or any other work executed by or on behalf of the CESL, except for the work executed by CESL under GCC Sub-Clause 27.7.

27.4 CESL shall give the Implementing Partner a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. CESL shall afford all reasonable opportunity for the Implementing Partner to inspect any such defect.

27.5 CESL shall afford the Implementing Partner all necessary access to the Facilities and the Site to enable the Implementing Partner to perform its obligations under this GCC Clause 27.
The Implementing Partner may, with the consent of CESL, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

27.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, CESL may give to the Implementing Partner a notice requiring that tests of the defective part of the Facilities shall be made by the Implementing Partner immediately upon completion of such remedial work, whereupon the Implementing Partner shall carry out such tests.

If such part fails the tests, the Implementing Partner shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests in character shall in any case be not less than what has already been agreed by CESL and the Implementing Partner for the original equipment/part of the Facilities.

27.7 If the Implementing Partner fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), CESL may, following notice to the Implementing Partner, proceed to do such work, and the reasonable costs incurred by CESL in connection therewith shall be paid to CESL by the Implementing Partner or may be deducted by CESL from any monies due to the Implementing Partner or claimed under the Performance Security.

27.8 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by CESL because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/ replacement, such repair/replacement shall have the Defect Liability Period extended by a period of twelve (12) month from the time such replacement/ repair of the Facilities or any part thereof.

27.9 Except as provided in GCC Clauses 27 and 33 (Loss of or Damage to Property / Accident or Injury to Workers/Indemnification), the Implementing Partner shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant and Equipment, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence ,fraud, criminal or wilful action of the Implementing Partner.

27.10 In addition, the Implementing Partner shall also provide an extended warranty for any such component of the Facilities and during the period of time as may be specified in the SCC. Such obligation shall be in addition to the defect liability specified under GCC Sub-Clause 27.2.

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28. **Functional Guarantees**

28.1 The Implementing Partner guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement, subject to and upon the conditions therein specified.

28.2 If, for reasons attributable to the Implementing Partner, the guaranteed level of the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement are not met either in whole or in part, the Implementing Partner shall, within a mutually agreed time, at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet such Guarantees. The Implementing Partner shall notify CESL upon completion of the necessary changes, modifications and/or additions, and shall seek CESL's consent to repeat the Guarantee Test. If the specified Functional Guarantees are not established even during the repeat of the Guarantee Test, CESL may at its option, either

(a) Reject the Equipment and recover the payments already made, or
(b) Terminate the Contract pursuant to GCC Sub-Clause 42.2.2 and recover the payments already made, or
(c) Accept the equipment after levy of liquidated damages in accordance with the provisions specified in Appendix-8(Functional Guarantees) to the Contract Agreement.

28.3 In case CESL exercises its option to accept the equipment after levy of liquidated damages, the payment of liquidated damages under GCC Sub-Clause 28.2, up to the limitation of liability specified in the Appendix-8 (Functional Guarantees) to the Contract Agreement, shall completely satisfy the Implementing Partner's guarantees under GCC Sub-Clause 28.2, and the Implementing Partner shall have no further liability whatsoever to CESL in respect thereof. Upon the payment of such liquidated damages by the Implementing Partner, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.

29. **Patent Indemnity**

29.1 The Implementing Partner shall, subject to the CESL's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the CESL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which CESL may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Implementing Partner or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country.

Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Implementing Partner, pursuant to the Contract Agreement.

29.2 If any proceedings are brought or any claim is made against CESL arising out of the matters referred to in GCC Sub-Clause 29.1, CESL shall promptly give the Implementing Partner a notice thereof, and the Implementing Partner may at its own expense and in CESL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Implementing Partner fails to notify CESL within twenty-eight (28) days after receipt of such notice that

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it intends to conduct any such proceedings or claim, then CESL shall be free to conduct the same on its own behalf. Unless the Implementing Partner has so failed to notify CESL within the twenty-eight (28) day period, CESL shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

CESL shall, at the Implementing Partner's request, afford all available assistance to the Implementing Partner in conducting such proceedings or claim, and shall be reimbursed by the Implementing Partner for all reasonable expenses incurred in so doing.

29.3CESL shall indemnify and hold harmless the Implementing Partner and its employees, officers and Sub-Implementing Partners from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Implementing Partner may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of CESL.

30. **Limitation of Liability**

30.1 Except in cases of criminal negligence or wilful misconduct,

(a) the Implementing Partner shall not be liable to the CESL, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Implementing Partner to pay liquidated damages to CESL and

(b) the aggregate liability of the Implementing Partner to CESL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Implementing Partner to indemnify CESL with respect to patent infringement or as specified in SCC.

G. Risk Distribution

31. **Transfer of Ownership**

31.1Ownership of the Plant and Equipment (including spare parts) procured in the country where the Site is located shall be transferred to CESL when the Plant and Equipment are reached at site.

31.2Ownership of the Implementing Partner's Equipment used by the Implementing Partner and its Sub Implementing Partners in connection with the Contract shall remain with the Implementing Partner or its Sub Implementing Partners.

31.3Ownership of any Plant and Equipment in excess of the requirements for the Facilities shall revert to the Implementing Partner upon Completion of the Facilities or at such earlier time when CESL and the Implementing Partner agree that the Plant and Equipment in question are no longer required for the Facilities, provided quantity of any Plant and Equipment specifically stipulated in the Contract shall be the property of CESL whether or not incorporated in the Facilities.

31.4 Disposal of surplus material

Ownership of any Plant and Equipment in excess of the requirements for the Facilities (i.e. surplus material) shall revert to the Contractor upon Completion of the Facilities and Guarantee Test or at such earlier time when CESL and the Contractor agree that the Plant and Equipment in question are no longer

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required for the Facilities, provided quantity of any Plant and Equipment specifically stipulated in the Contract shall be the property of CESL whether or not incorporated in the Facilities. The Contractor shall remove from the site such surplus material brought by him in pursuance of the Contract, subject to the Contractor producing the necessary clearance from the relevant authorities (Customs, Excise etc.), if required by law, in respect of re-export or disposal of the surplus material locally. The liability for the payment of the applicable taxes/ duties, if any, on the surplus material so re-exported and/or disposed locally shall be that of the Contractor.

The Contractor shall also indemnify to keep CESL harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal / disposal of surplus material. The Indemnity Bond shall be furnished by contractor as per proforma enclosed in Section-VII (Forms and Procedure) as Form No. 14. Further, in case the laws require CESL to take prior permission of the relevant Authorities before handing over the surplus material to the Contractor, the same shall be obtained by the Contractor on behalf of CESL.

Notwithstanding the transfer of ownership of the Plant and Equipment, the responsibility for care and custody thereof together with the risk, of loss or damage thereto shall remain with the Implementing Partner pursuant to GCC Clause 32 (Care of Facilities) hereof until Completion of the Facilities or the part thereof in which such Plant and Equipment are incorporated.

31.5 In case of two/three Contracts entered into between CESL and the Implementing Partner as per GCC Sub-Clause 3.6 or where CESL hands over his equipment to the Implementing Partner for executing the Contract, then the Implementing Partner shall at the time of taking delivery of the Equipment through Bill of Lading or other despatch documents furnish Trust Receipt for Plant, Equipment and Materials and also execute an Indemnity Bond in favour of CESL in the form acceptable to CESL for keeping the equipment in safe custody and to utilise the same exclusively for the purpose of the said Contract. Proforma for the Trust Receipt and Indemnity bond. The CESL shall also issue a separate Authorisation Letter to the Implementing Partner to enable him to take physical delivery of plant, equipment and materials from CESL.

32 Care of Facilities

32.1 The Implementing Partner shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GCC Clause 24 (Completion of the Facilities) or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Implementing Partner shall also be responsible for any loss or damage to the Facilities caused by the Implementing Partner or its Sub Implementing Partners in the course of any work carried out, pursuant to GCC Clause 27 (Defect Liability). Notwithstanding the foregoing, the Implementing Partner shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clauses 32.2 and 38.1.

32.2 If any loss or damage occurs to the Facilities or any part thereof or to the Implementing Partner's temporary facilities by reason of

(a) (insofar as they relate to the country where the Site is located) nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced Implementing Partner could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out

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under GCC Clause 34 (Insurance) hereof.

(b) any use or occupation by CESL or any third party (other than a Sub Implementing Partner) authorized by CESL of any part of the Facilities.

(c) Any use of or reliance upon any design, data or specification provided or designated by or on behalf of CESL, or any such matter for which the Implementing Partner has disclaimed responsibility herein,

CESL shall pay to the Implementing Partner all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Implementing Partner the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If CESL requests the Implementing Partner in writing to make good any loss or damage to the Facilities thereby occasioned, the Implementing Partner shall make good the same at the cost of CESL in accordance with GCC Clause 39 (Change in the Facilities). If the CESL does not request the Implementing Partner in writing to make good any loss or damage to the Facilities thereby occasioned, CESL shall either request a change in accordance with GCC Clause 39 (Change in the Facilities),excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, CESL shall terminate the Contract pursuant to GCC Sub-Clause 42.1 (Termination for CESL's Convenience) hereof ,except that the Implementing Partner shall have no entitlement to profit under paragraph (e) of GCC Sub-Clause 42.1.3 in respect of any unexecuted Facilities as at the date of termination.

32.3 The Implementing Partner shall be liable for any loss of or damage to any Implementing Partner's Equipment, or any other property of the Implementing Partner used or intended to be used for purposes of the Facilities, except (i) as mentioned in GCC Sub-Clause 32.2 (with respect to the Implementing Partner's temporary facilities), and (ii) where such loss or damage arises by reason of any of the matters specified in GCC Sub-Clauses 32.2(b) and (c) and 38.1.

32.3 With respect to any loss or damage caused to the Facilities or any part thereof or to the Implementing Partner's Equipment by reason of any of the matters specified in GCC Sub-Clause 38.1, the provisions of GCC Sub-Clause38.3 shall apply.

33 Loss of or Damage to Property; Accident or Injury to workers; Indemnification

33.1 Subject to GCC Sub - Clause 33.3, the Implementing Partner shall indemnify and hold harmless CESL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature ,including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Implementing Partner or its Sub-Implementing Partners, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of CESL, its Implementing Partners, employees, officers or agents.

33.2 If any proceedings are brought or any claim is made against CESL that might subject the Implementing Partner to liability under GCC Sub-Clause33.1, CESL shall promptly give the Implementing Partner a notice thereof and the Implementing Partner may at its own expense and in CESL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Implementing Partner fails to notify CESL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then CESL shall be free to conduct the same on its own behalf. Unless the Implementing Partner has so failed to notify CESL within the twenty-eight (28) day period, CESL shall make no admission that may be prejudicial to the defense of any such

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proceedings or claim.

CESL shall, at the Implementing Partner's request, afford all available assistance to the Implementing Partner in conducting such proceedings or claim, and shall be reimbursed by the Implementing Partner for all reasonable expenses incurred in so doing.

33.3 CESL shall indemnify and hold harmless the Implementing Partner and its employees, officers and Sub-Implementing Partners from any liability for loss of or damage to property of the CESL, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 34 (Insurances), provided that such fire, explosion or other perils were not caused by any act or failure of the Implementing Partner.

33.4 The party entitled to the benefit of an indemnity under this GCC Clause33 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

34 Insurance

34.1 To the extent specified in Appendix 3 (Insurance Requirements) to the Contract Agreement, the Implementing Partner shall at its expense take out and maintain in effect or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the CESL, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

Covering loss or damage occurring while in transit from the Implementing Partner's or Sub Implementing Partner's works or stores until arrival at the Site, to the Plant and Equipment (including spare parts therefor) and to the Implementing Partner's Equipment.

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Implementing Partner's liability in respect of any loss or damage occurring during the Defect Liability Period while the Implementing Partner is on the Site for the purpose of performing its obligations during the Defect Liability Period.

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including CESL's personnel) and loss of or damage to property occurring in connection with the supply and installation of the Facilities.

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Implementing Partner or its Sub Implementing Partners (whether or not owned by them) in connection with the execution of the Contract.

(e) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(f) CESL's Liability

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

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(g) Other Insurances

Such other insurances as may be specifically agreed upon by the parties hereto as listed in the said Appendix 3.

34.2 CESL shall be named as co-insured under all insurance policies taken out by the Implementing Partner pursuant to GCC Sub-Clause 34.1, except for the Third Party Liability, Workers' Compensation and CESL's Liability Insurances, and the Implementing Partner's Sub Implementing Partners shall be named as co-insured's under all insurance policies taken out by the Implementing Partner pursuant to GCC Sub-Clause 34.1 except for the Cargo Insurance During Transport, Workers' Compensation and CESL's Liability Insurances. All insurers' rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

34.3 The Implementing Partner shall, in accordance with the provisions of Appendix 3 (Insurance Requirements) to the Contract Agreement, deliver to CESL certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to CESL by insurers prior to cancellation or material modification of a policy.

34.4 The Implementing Partner shall ensure that, where applicable, its Sub Implementing Partner(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Sub Implementing Partners are covered by the policies taken out by the Implementing Partner.

34.5 CESL shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in Appendix 3 (Insurance Requirements) to the Contract Agreement.

34.6 If the Implementing Partner fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 34.1, CESL may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Implementing Partner under the Contract any premium that CESL shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Implementing Partner. If CESL fails to take out and/or maintain in effect the insurances referred to in GCC 34.5, the Implementing Partner may take out and maintain in effect any such insurances and may from time to time deduct from any amount due CESL under the Contract any premium that the Implementing Partner shall have paid to the insurer or may otherwise recover such amount as a debt due from CESL. If the Implementing Partner fails to or is unable to take out and maintain in effect any such insurances, the Implementing Partner shall nevertheless have no liability or responsibility towards CESL, and the Implementing Partner shall have full recourse against CESL for any and all liabilities of CESL herein.

34.7 Unless otherwise provided in the Contract, the Implementing Partner shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 34, and all monies payable by any insurers shall be paid to the Implementing Partner as per the procedure outlined in GCC Sub- Clause 34.8 below. CESL shall give to the Implementing Partner all such reasonable assistance as may be required by the Implementing Partner. With respect to insurance claims in which CESL's interest is involved, the Implementing Partner shall not give any release or make any compromise with the insurer without the prior written consent of CESL. With respect to insurance claims in which the Implementing Partner's interest is involved, CESL shall not give any release or make any compromise with the insurer without the prior written consent of the Implementing Partner.

34.8 (i) wherever total damages/loss of equipment/material, would occur, the Implementing Partner will

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be entitled to payment of all payments received from the underwriters except the following amounts:

(a) The amount paid to the Implementing Partner under the Contract in respect of equipment/material damaged/lost (excluding the pro-rata initial advance) but including the entire amount of escalation, if any, already paid to the Contractor.

(b) Custom Duties and other taxes and duties which have already been paid by CESL.

In the event the claim money settled, is less than the total of the amount in a & b above, then the entire claim money settled will be retained by CESL and the Implementing Partner will forth-with pay CESL the short fall amount between the claim money and the total of amounts as per a & b mentioned above. Subsequent payments, if any, due under the Contract shall be regulated by the relevant terms of payment.

(II) In case of damage to any equipment/material during any stage, the Implementing Partner upon rectification of the damaged equipment to the satisfaction of the CESL shall be paid to the extent of full claims settled by the underwriters.

35 Unforeseen Conditions

35.1 If, during the execution of the Contract, the Implementing Partner shall encounter on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced Implementing Partner on the basis of reasonable examination of the data relating to the Facilities(including any data as to boring tests) provided by CESL, and on the basis of information that it could have obtained from a visual inspection of the Site (if access thereto was available) or other data readily available to it relating to the Facilities, and if the Implementing Partner determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Implementing Partner shall promptly, and before performing additional work or using additional Plant and Equipment or Implementing Partner's Equipment, notify the Project Manager in writing of

a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen.

b) the additional work and/or Plant and Equipment and/or Implementing Partner's Equipment required, including the steps which the Implementing Partner will or proposes to take to overcome such conditions or obstructions.

c) the extent of the anticipated delay.

d) the additional cost and expense that the Implementing Partner is likely to incur.

On receiving any notice from the Implementing Partner under this GCC Sub-Clause35.1, the Project Manager shall promptly consult with CESL and Implementing Partner and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Implementing Partner, with a copy to CESL, of the actions to be taken.
35.2 Any reasonable additional cost and expense incurred by the Implementing Partner in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1 shall be paid by the CESL to the Implementing Partner as an addition to the Contract Price.

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35.3 If the Implementing Partner is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1, the Time for Completion shall be extended in accordance with GCC Clause 40 (Extension of Time for Completion).

36 Change in Laws and Regulations

36.1 If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance ,order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Implementing Partner and/or the Time for Completion ,the Contract Price shall be correspondingly increased or decreased ,and/or the Time for Completion shall be reasonably adjusted to the extent that the Implementing Partner has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between CESL and the Implementing Partner/Assignee of Foreign Implementing Partner (if applicable). These adjustment shall not be applicable on procurement of raw materials, intermediary components etc. by the Implementing Partner/Assignee of Foreign Implementing Partner and shall also not be applicable on bought out items despatched directly from sub-vendor works to site. Further, no adjustment of the Contract Price and/or payment or reimbursement of taxes, duties or levies shall be made on account of variation in or withdrawal of Deemed Export benefits. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the Appendix 2 to the Contract Agreement.

37 Force Majure

37.1 "Force Majeure" shall mean any event beyond the reasonable control of CESL or of the Implementing Partner, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

37.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

37.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 40 (Extension of Time for Completion).

37.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Sub-Clauses 37.6 and 38.5.

37.5 No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall

a) constitute a default or breach of the Contract

b) (subject to GCC Sub-Clauses 32.2, 38.3 and 38.4) give rise to any claim for damages or additional cost or expense occasioned thereby

If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

37.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period

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of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCC Clause 6.

37.7 Notwithstanding GCC Sub-Clause 37.5, Force Majeure shall not apply to any obligation of the CESL to make payments to the Implementing Partner herein.

38 War Risks

38.1 "War Risks" shall mean any of the following events occurring or existing in or near the country (or countries) where the Site is located:

a) war, hostilities or warlike operations (whether a state of war is declared or not), invasion, act of foreign enemy and civil war

b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, and

c) any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.

38.2 Notwithstanding anything contained in the Contract, the Implementing Partner shall have no liability whatsoever for or with respect to

a) destruction of or damage to Facilities, Plant & Equipment, or any part thereof

b) destruction of or damage to property of CESL or any third party

c) injury or loss of life

if such destruction, damage, injury or loss of life is caused by any War Risks, and CESL shall indemnify and hold the Implementing Partner harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.

38.3 If the Facilities or any Plant and Equipment or Implementing Partner's Equipment or any other property of the Implementing Partner used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any War Risks, CESL shall pay the Implementing Partner for

a) any part of the Facilities or the Plant and Equipment so destroyed or damaged (to the extent not already paid for by CESL)

b) replacing or making good any Implementing Partner's Equipment or other property of the Implementing Partner so destroyed or damaged so far as may be required by CESL, and as may be necessary for completion of the Facilities,

c) replacing or making good any such destruction or damage to the Facilities or the Plant and Equipment or any part thereof.

If CESL does not require the Implementing Partner to replace or make good any such destruction or damage to the Facilities, CESL shall either request a change in accordance with GCC Clause 39 (Change in the Facilities), excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to GCC Sub-Clause 42.1 (Termination for CESL's Convenience).

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38.4 Notwithstanding anything contained in the Contract, CESL shall pay the Implementing Partner for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Implementing Partner shall as soon as practicable notify CESL in writing of any such increased cost.

38.5 If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Implementing Partner, the Implementing Partner shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Sub Implementing Partners' personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute will be resolved in accordance with GCC Clause 6.

38.6 In the event of termination pursuant to GCC Sub-Clauses 38.3, the rights and obligations of CESL and the Implementing Partner shall be specified in GCC Sub-Clauses 42.1.2 and 42.1.3, except that the Implementing Partner shall have no entitlement to profit under paragraph (e) of GCC Sub-Clause 42.1.3 in respect of any unexecuted Facilities as of the date of termination.

H. Change in Contract Element

39.1 **Changes in the Facilities**

39.1.1 CESL shall have the right to propose, and subsequently require, that the Project Manager order the Implementing Partner from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.

39.1.2 The Implementing Partner may from time to time during its performance of the Contract propose to CESL (with a copy to the Project Manager) any Change that the Implementing Partner considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. CESL may at its discretion approve or reject any Change proposed by the Implementing Partner.

39.1.3 Notwithstanding GCC Sub-Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Implementing Partner in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Sub-Clauses 39.2 and 39.3.

39.2 **Changes Originating from CESL**
If CESL proposes a Change pursuant to GCC Sub-Clause 39.1.1, it shall send to the Implementing Partner a "Request for Change Proposal," requiring the Implementing Partner to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

a) brief description of the Change
b) effect on the Time for Completion

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c) estimated cost of the Change
d) effect on Functional Guarantees (if any)
e) effect on any other provisions of the Contract.

39.2.2 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the rates and prices of any change are in the Contract, the parties thereto shall agree on specific rates for the valuation of the Change.

39.2.3 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Implementing Partner under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Implementing Partner may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If CESL accepts the Implementing Partner's objection, CESL and the Implementing Partner shall agree on specific rates for valuation of the change.

39.2.4 Upon receipt of the Change Proposal, CESL and the Implementing Partner shall mutually agree upon all matters therein contained including agreement on rates if such rates are not available in the Contract or if the limit of 15% set forth in Clause 39.2.3 has been exceeded. Within fourteen (14) days after such agreement, CESL shall, if it intends to proceed with the Change, issue the Implementing Partner with a Change Order.

If CESL is unable to reach a decision within fourteen (14) days, it shall notify the Implementing Partner with details of when the Implementing Partner can expect a decision.

If CESL decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Implementing Partner accordingly.

39.2.5 If CESL and the Implementing Partner cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, CESL may nevertheless instruct the Implementing Partner to proceed with the Change by issue of a "Pending Agreement Change Order."

Upon receipt of a Pending Agreement Change Order, the Implementing Partner shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

39.3 **Changes Originating from Implementing Partner**

39.3.1 If the Implementing Partner proposes a Change pursuant to GCC Sub-Clause 39.1.2, the Implementing Partner shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Sub-Clause 39.2.1.

Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Sub-Clauses 39.2.4 and 39.2.5.

40. Extension of Time for Completion

40.1 The Time(s) for Completion specified in the SCC shall be extended if the Implementing Partner is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

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a) any Change in the Facilities as provided in GCC Clause 39 (Change in the Facilities)

b) any occurrence of Force Majeure as provided in GCC Clause 37 (Force Majeure), unforeseen conditions as provided in GCC Clause 35 (Unforeseen Conditions), or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clause 32.2

c) any suspension order given by CESL under GCC Clause 41 (Suspension) hereof or reduction in the rate of progress pursuant to GCC Sub-Clause 41.2 or

d) any changes in laws and regulations as provided in GCC Clause 36 (Change in Laws and Regulations) or

e) any default or breach of the Contract by CESL, specifically including failure to supply the items listed in Appendix 6 (Scope of Works and Supply by CESL) to the Contract Agreement, or any activity, act or omission of any other Implementing Partners employed by CESL or

f) any other matter specifically mentioned in the Contract.

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Implementing Partner.

40.2 Except where otherwise specifically provided in the Contract, the Implementing Partner shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, CESL and the Implementing Partner shall agree upon the period of such extension. In the event that the Implementing Partner does not accept CESL's estimate of a fair and reasonable time extension, the Implementing Partner shall be entitled to refer the matter to the Adjudicator, pursuant to GCC Sub-Clause 6.1 (Adjudicator).

40.3 The Implementing Partner shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

41. Suspension

41.1 CESL/ Project Manager may, by notice to the Implementing Partner, order the Implementing Partner to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons, therefore. The Implementing Partner shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Project Manager/ CESL.

If, by virtue of a suspension order given by the Project Manager/CESL other than by reason of the Implementing Partner's default or breach of the Contract, the Implementing Partner's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Implementing Partner may give a notice to the Project Manager requiring that CESL shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 39 (Change in the Facilities), excluding the performance of the suspended obligations from the Contract.

If CESL fails to do so within such period, the Implementing Partner may, by a further notice to the Project

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Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with GCC Clause 39 (Change in the Facilities) or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause 42.1 (Termination for CESL's Convenience).

41.2 If

a) CESL has failed to pay the Implementing Partner any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, or commits a substantial breach of the Contract, the Implementing Partner may give a notice to CESL that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires CESL to remedy the same, as the case may be. If CESL fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Implementing Partner's notice or

b) the Implementing Partner is unable to carry out any of its obligations under the Contract for any reason attributable to CESL, including but not limited to CESL's failure to provide possession of or access to the Site or other areas in accordance with GCC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities; then the Implementing Partner may by fourteen (14) days' notice to CESL suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

41.3 If the Implementing Partner's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 41, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 40.1, and any and all additional costs or expenses incurred by the Implementing Partner as a result of such suspension or reduction shall be paid by CESL to the Implementing Partner in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Implementing Partner's default or breach of the Contract.

41.4 During the period of suspension, the Implementing Partner shall not remove from the Site any Plant and Equipment, any part of the Facilities or any Implementing Partner's Equipment, without the prior written consent of CESL.

42. Termination

42.1 **Termination for CESL's Convenience**

42.1.1 CESL may at any time terminate the Contract for any reason by giving the Implementing Partner a notice of termination that refers to this GCC Sub-Clause 42.1.

42.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 42.1.1, the Implementing Partner shall either immediately or upon the date specified in the notice of termination

(a) cease all further work, except for such work as CESL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(b) terminate all subcontracts, except those to be assigned to CESL pursuant to paragraph (d)(ii) below

(c) remove all Implementing Partner's Equipment from the Site, repatriate the Implementing

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Partner's and its Sub Implementing Partners' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.

(d) In addition, the Implementing Partner, subject to the payment specified in GCC Sub-Clause 42.1.3, shall

(i) Deliver to CESL the parts of the Facilities executed by the Implementing Partner up to the date of termination

(ii) to the extent legally possible, assign to CESL all right, title and benefit of the Implementing Partner to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by CESL, in any subcontracts concluded between the Implementing Partner and its Sub Implementing Partners

(iii) deliver to CESL all non-proprietary drawings, specifications and other documents prepared by the Implementing Partner or its Sub Implementing Partners as at the date of termination in connection with the Facilities.

42.1.3 In the event of termination of the Contract under GCC Sub-Clause 42.1.1, CESL shall pay to the Implementing Partner the following amounts:

(a) the Contract Price, properly attributable to the parts of the Facilities executed by the Implementing Partner as of the date of termination

(b) the costs reasonably incurred by the Implementing Partner in the removal of the Implementing Partner's Equipment from the Site and in the repatriation of the Implementing Partner's and its Sub Implementing Partners' personnel.

(c) any amounts to be paid by the Implementing Partner to its Sub Implementing Partners in connection with the termination of any subcontracts, including any cancellation charges.

(d) costs incurred by the Implementing Partner in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.1.2

(e) the cost of satisfying all other obligations, commitments and claims that the Implementing Partner may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

42.2 **Termination for Contractor or Implementing Partner's Default**

42.2.1 CESL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Implementing Partner, referring to this GCC Sub-Clause 42.2:

(a) if the Implementing Partner becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Implementing Partner is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Implementing Partner takes or suffers any other analogous action in consequence of debt.

(b) if the Implementing Partner assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 43 (Assignment).

(c) if the Implementing Partner, in the judgement of CESL has engaged in corrupt or fraudulent

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practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of CESL and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive CESL of the benefits of free and open competition.

42.2.2 If the Implementing Partner

(a) has abandoned or repudiated the Contract
(b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 41.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from CESL to proceed
(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
(d) refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished under GCC Clause 18 (Program of Performance) at rates of progress that give reasonable assurance to CESL that the Implementing Partner can attain Completion of the Facilities by the Time for Completion as extended then CESL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Implementing Partner stating the nature of the default and requiring the Implementing Partner to remedy the same. If the Implementing Partner fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then CESL may terminate the Contract forthwith by giving a notice of termination to the Implementing Partner that refers to this GCC Sub-Clause 42.2.

42.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 42.2.1 or 42.2.2, the Implementing Partner shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as CESL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(a) terminate all subcontracts, except those to be assigned to CESL pursuant to paragraph (d) below
(b) deliver to CESL the parts of the Facilities executed by the Implementing Partner up to the date of termination.
(c) to the extent legally possible, assign to CESL all right, title and benefit of the Implementing Partner to the Works. and to the Plant and Equipment as at the date of termination, and, as may be required by CESL, in any subcontracts concluded between the Implementing Partner and its Sub Implementing Partners.
(d) deliver to CESL all drawings, specifications and other documents prepared by the Implementing Partner or its Sub Implementing Partners as at the date of termination in connection with the Facilities.

42.2.4 CESL may enter upon the Site, expel the Implementing Partner, and complete the Facilities itself or by employing any third party. CESL may, to the exclusion of any right of the Implementing Partner over the same, take over and use with the payment of a fair rental rate to the Implementing Partner, with

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all the maintenance costs to the account of CESL and with an indemnification by CESL for all liability including damage or injury to persons arising out of CESL's use of such equipment, any Implementing Partner's Equipment owned by the Implementing Partner and on the Site in connection with the Facilities for such reasonable period as CESL considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as CESL thinks appropriate, CESL shall give notice to the Implementing Partner that such Implementing Partner's Equipment will be returned to the Implementing Partner at or near the Site and shall return such Implementing Partner's Equipment to the Implementing Partner in accordance with such notice. The Implementing Partner shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

42.2.5 Subject to GCC Sub-Clause 42.2.6, the Implementing Partner shall be entitled to be paid the Contract Price attributable to the Facilities executed as at the date of termination, the value of any unused or partially used Plant and Equipment on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.2.3. Any sums due to CESL from the Implementing Partner accruing prior to the date of termination shall be deducted from the amount to be paid to the Implementing Partner under this Contract.

42.2.6 If CESL completes the Facilities, the cost of completing the Facilities by CESL shall be determined. If the sum that the Implementing Partner is entitled to be paid, pursuant to GCC Sub-Clause 42.2.5, plus the reasonable costs incurred by CESL in completing the Facilities, exceeds the Contract Price, the Implementing Partner shall be liable for such excess.
If such excess is greater than the sums due to the Implementing Partner under GCC Sub-Clause 42.2.5, the Implementing Partner shall pay the balance to CESL, and if such excess is less than the sums due to the Implementing Partner under GCC Sub-Clause 42.2.5, CESL shall pay the balance to the Implementing Partner.
CESL and the Implementing Partner shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

42.3 **Termination by Contractor or Implementing Partner**

42.3.1 If

(a) CESL has failed to pay the Implementing Partner any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Appendix 1 (Terms and Procedures of Payment) of the Contract Agreement, or commits a substantial breach of the Contract, the Implementing Partner may give a notice to CESL that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires CESL to remedy the same, as the case may be. If CESL fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Implementing Partner's notice, or

(b) the Implementing Partner is unable to carry out any of its obligations under the Contract for any reason attributable to CESL, including but not limited to CESL's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities which CESL is required to obtain as per provision of the Contract or as per relevant applicable laws of the country,
then the Implementing Partner may give a notice to CESL thereof, and if CESL has failed to pay the

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outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Implementing Partner is still unable to carry out any of its obligations under the Contract for any reason attributable to CESL within twenty-eight (28) days of the said notice, the Implementing Partner may by a further notice to CESL referring to this GCC Sub-Clause 42.3.1, forthwith terminate the Contract.

42.3.2 The Implementing Partner may terminate the Contract forthwith by giving a notice to CESL to that effect, referring to this GCC Sub-Clause 42.3.2, if CESL becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if CESL takes or suffers any other analogous action in consequence of debt.

42.3.3 If the Contract is terminated under GCC Sub-Clauses 42.3.1 or 42.3.2, then the Implementing Partner shall immediately

(a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(b) terminate all subcontracts, except those to be assigned to CESL pursuant to paragraph (d)(ii)

(c) remove all Implementing Partner's Equipment from the Site and repatriate the Implementing Partner's and its Sub Implementing Partner's personnel from the Site

(d) In addition, the Implementing Partner, subject to the payment specified in GCC Sub-Clause

42.3.4, shall

(i) deliver to CESL the parts of the Facilities executed by the Implementing Partner up to the date of termination

(ii) to the extent legally possible, assign to CESL all right, title and benefit of the Implementing Partner to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by CESL, in any subcontracts concluded between the Implementing Partner and its Sub Implementing Partners

(iii) deliver to CESL all drawings, specifications and other documents prepared by the Implementing Partner or its Sub Implementing Partners as of the date of termination in connection with the Facilities.

42.3.4 If the Contract is terminated under GCC Sub-Clauses 42.3.1 or 42.3.2, CESL shall pay to the Implementing Partner all payments specified in GCC Sub-Clause 42.1.3, and reasonable compensation for all loss or damage sustained by the Implementing Partner arising out of, in connection with or in consequence of such termination.

42.3.5 Termination by the Implementing Partner pursuant to this GCC Sub-Clause 42.3 is without prejudice to any other rights or remedies of the Implementing Partner that may be exercised in lieu of or in addition to rights conferred by GCC Sub-Clause 42.3.

42.4 In this GCC Clause 42, the expression "Facilities executed" shall include all work executed, Installation Services provided, any or all Plant and Equipment acquired (or subject to a legally binding obligation to purchase by the Implementing Partner and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

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4b98b9fab74d84, OU=MANAGER TECHNICAL, O=CONVERGENCE ENERGY SERVIC
ES LIMITED, C=IN

42.5 In this GCC Clause 42, in calculating any monies due from CESL to the Implementing Partner, account shall be taken of any sum previously paid by CESL to the Implementing Partner under the Contract, including any advance payment paid pursuant to Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement.

43. Assignment

43.1 The Implementing Partner shall not, without the express prior written consent of CESL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Implementing Partner shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

44. Bankruptcy

If the Contractor shall become bankrupt or have a receiving order made against him or compound with his creditors, or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only of amalgamation
/ Reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, the Owner ill be at liberty:

to terminate the contract forthwith by notice in writing to the liquidator or receiver or to any person in whom the contract may become vested & to act in the manner provided in GCC clause 42 entitled "Termination" as though the last-mentioned notice has been the notice referred to in such clause and the equipment and materials have been taken out of the contractor's hands.

to give such liquidator, receiver or other person, the option of carrying out the contract subject to his providing a guarantee, for the due and faithful performance of the contract up to an amount to be determined by the Owner.

45. Contractor Performance & Feedback and Evaluation System

CESL has in place an established 'Contractor Performance & Feedback System' against which the contractor's performance during the execution of contract shall be evaluated on a continuous basis at regular intervals. In case the performance of the contractor is found unsatisfactory on any of the following four parameters, the contractor shall be considered ineligible for participating in future tenders for a period as may be decided by CESL.
Financial Status
Project Execution & Project Management Capability
Engineering & QA Capability
Claims & Disputes.

46. Fraud Prevention Policy

The contractor along with their associate/collaborator/sub-contractors/sub-vendors/ consultants/service providers shall strictly adhere to the Fraud Prevention Policy of EESL displayed on its tender website www.eeslindia.org

The Contractor along with their associate/collaborator/sub-contractors/sub-vendors/ consultants/service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organisation to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise CESL about any fraud or suspected fraud as soon as it comes to their notice.

47. Fall Clause

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ES LIMITED, C=IN
Serial : [illegible]
Issuer : [illegible]

This clause shall be applicable only if explicitly invoked in Section-4 (SCC). Nevertheless, Fall Clause shall be expressly applicable in case of Rate Contract:

1) The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/ organizations including the CESL or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

2) The above stipulation shall, however, not apply to:

   (a) Exports by the contractor
   (b) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement
   (c) Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates

3) the contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract.

* We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organisation including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill/ the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-”

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, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b38
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ES LIMITED, C=IN
Date: [illegible]

SECTION-4

Part-A

Name of Work: "Selection of Charge Point Operator (CPO) or Battery Swapping Operator (BSO), for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W, on a Build-Own-Operate-Maintain (BOOM) model of CESL, in identified locations at Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai, Maharashtra."

NIT/Bid Document No.: CESL/06/2026-27/CPO-BSO-JNPA/262710010 Dated: 06.10.2026

List of Documents/Procedure for Submission of Bid/RfP: Packet-1 of Envelope-I should contain

1. Physical copy to be submitted before Closing Date & Time and Scanned copy to be uploaded on the E- Procurement portal/website, and details to be entered therein, during bid submission:
   Bidding Document Cost/Tender Fee in the form of Banker's Cheque/Demand Draft/Pay Order/NEFT/RTGS/ drawn in favor of "Convergence Energy Services Limited", payable at New Delhi.
   UTR No. to be provided in case of NEFT/RTGS
   OR
   Document/certificate in support of exemption from payment of Bidding Document Cost. In case, exemption is sought. (*Note: Medium enterprises are not eligible for exemption.).*

a) NEFT Details of CESL are:

Account Name	Convergence Energy Services Limited
Bank Name	ICICI Bank Limited
Account Number	000705051799
IFSC Code	ICIC0000007
MICR Code	110229002
Customer ID	578807920

b) Tender Documents fee is non-refundable. The bid securities of unsuccessful bidder(s) will be returned as promptly as possible after the award is made. The bid security of the successful Bidder will be returned when it has signed the contract agreement and has furnished the required performance security or Contract Performance Guarantee (CPG).

c) The Bid submission, bid closing and Bid opening will be done electronically and online. CESL will not be responsible for any delay, loss or non-receipt of Bid Document Fee and Bid Security/EMD sent by post/courier. The instrument should reach in original to CESL office before the technical e-Bid Opening Date & Time. Bids not accompanied with the requisite Bid Security/EMD may not be opened. All the Bids must be accompanied by Bid Document Fee & Bid Security/EMD, as mentioned above. Bids not accompanying the Bid Document Fee & Bid Security/EMD, or those accompanied by these instruments of inadequate value, shall not be entertained and in such cases, the Bids shall be rejected.

d) The details of EMD instrument have to be submitted in relevant field/column of online module. Tenders without Earnest Money Deposit is liable to be rejected. It should be ensured by the vendor

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4b98b9fab74d84, OU=MANAGER TECHNICAL, O=CONVERGENCE ENERGY SERVIC
ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

that the original BG is received by CESL before opening time of techno-commercial bids for verification of the details of BG given online by the vendors.

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

f) CESL shall not be responsible for any delay, loss or non-receipt of Tender Document Cost 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.

2. Letter of the bidder submitting the bid in the form as stipulated in the bid document i.e., as per **Bid Form as per Attachment-1** of Section-6, Forms & Procedures. (Scanned Copy to be uploaded at E-tendering portal).

3. Physical copy to be submitted before Closing Date & Time and Scanned copy to be uploaded on the E- Procurement portal/website, and details to be entered therein, during bid submission:
Bid Security Fee/Earnest Money Deposit as **Attachment-2** by Banker's Cheque / Demand Draft/Insurance Surety Bonds drawn in favor of "Convergence Energy Services Limited"
Or
in the form of Bank Guarantee as per prescribed format in section 6.
Or
Document/certificate in support of exemption from payment of Bid Security Fee/Earnest Money Deposit. In case, exemption is sought. (*Note: Medium enterprises are not eligible for exemption.)*

4. Notarized **Power of attorney to sign** the bid on Stamp Paper as **Attachment-3** of Section-6, Forms & Procedure. Bidders to use their own format. (Scanned Copy to be uploaded at E-tendering portal).

5. **Certificate regarding acceptance of important terms and conditions** as per ITB clause 4.6 as **Attachment-4** of Section-6, Forms & Procedure. (Scanned Copy to be uploaded at e-tendering portal).

6. **Form of acceptance of EESL's fraud prevention policy and declaration** as per **Attachment- 7** of Section- 6, Forms & Procedure. (Scanned Copy to be uploaded at E-tendering portal).

7. **NEFT/RTGS Bank details** as per **Attachment-9** of Section-6, Forms and Procedure. (Scanned Copy to be uploaded at E-tendering portal).

8. Certificate Regarding Declaration of Local Content from participating bidder and from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) as per **Attachment- 10 of Section- 6.**

9. **Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"** as per **Attachment-12** of Section-6, Forms & Procedure (Scanned Copy to be uploaded while submitting application online on E-tendering portal).

10. **Self-Declaration** duly signed and stamped at company's Letter Head **for not being under debar list/** blacklisted/banned/ holiday listed by any **GoI agency/Central/State/UT Government or any Public sector entities, at the time of bid submission/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.

Signature :-
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a
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, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b38
4b98b9fab74d84, OU=MANAGER TECHNICAL, O=CONVERGENCE ENERGY SERVIC
ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

The bidders shall clearly mention tender reference number and date of signing the self-declaration (Scanned Copy to be uploaded at E-tendering portal).

11. **Undertaking** on all counts to be provided by the Bidder, including requesting **to disclose anything related that is under litigation of sub-judice.** (Scanned Copy to be uploaded at E-tendering portal).

    Note:
    Post opening of bid, if during the bid evaluation process till issuance of LOA, it comes to the notice of CESL that a bidder has been debarred/blacklisted/holiday listed by any GoI agency/Central/State/UT Government or any Public sector entities than the bid of the concerned bidder will no longer be considered for evaluation and shall be declared as non-responsive.

12. Self-Attested & duly filled **Check List to Envelope –I** as per **Attachment-E1** of Section-6, Forms & Procedure. (Scanned Copy to be uploaded at E-tendering portal).

13. Self-Attested & duly filled Form as per **Attachment-15** of Section-6, Forms & Procedure. Bidders to use their own format. (Scanned Copy to be uploaded at E-tendering portal). (Refer **Section-4** before filling.)

    Packet-2 of Envelope-I, i.e., Techno-Commercial Proposal of the bid should contain the following:

    (Scanned Copy to be uploaded at E-tendering portal).

i. **Deviation Statement** (as per **Attachment-5** of Section-6, Forms & procedures).
   NOTE*: CESL reserves the right to consider or disregard deviations and reject bids in case of non-compliance. Bids containing deviations from or reservations to the Terms & Conditions and specifications mentioned in the Tender will be treated as non-responsive & will not be considered further.*

ii. **Proforma of Letter of Undertaking** as per **Attachment-8** of Section-6. (Scanned Copy to be uploaded at E- tendering portal).

iii. Certificate regarding **Declaration of Local Content** as per **Attachment-13** of Section-6, Forms & Procedure. (Scanned Copy to be uploaded at E-tendering portal).

iv. Certificate Regarding **Compliance of Meity Notification** Vide File No. 1(10)/2017-Cles Dt. 02.07.18 as per **Attachment-14** of Section-6, Forms & procedures Duly filled Signed by authorized signatory. (Scanned Copy to be uploaded at E-tendering portal).

v. Duly Filled **Compliance Matrix/ CHECK – LIST FOR BIDDERS** as per **Attachment-11** of Section - 6, Forms & Procedure. (Scanned Copy to be uploaded at E-tendering portal).

vi. Self-Attested copies of GST Certificate, PAN and Aadhar card.

vii. Covering Letter of the bidder, enclosing Techno-commercial bid as indicated in bid documents, i.e., documentary evidence regarding bidder's eligibility and qualifications to perform the Contract, as required per the Eligibility Conditions/Criteria, Qualifying Requirements and Bid Evaluation Criteria. All the documents should be self-attested by the authorized representative of the bidder.

viii. One complete set of the tender document along with all its subsequent amendments (if any, effected)}, duly signed and stamped on each page by the bidder.

ix. Self-Attested & duly filled **Check List to Envelope –II** as per **Attachment-E2** of Section - 6, Forms & Procedure. (Scanned Copy to be uploaded at E-tendering portal).

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

Opening & Further Processing of the Bids

Initially, Packet-1 of Envelope–I containing the documents (as stated above) will be opened electronically. Packet-2 of Envelope-I will be opened electronically on the same day of only those bidders, who have submitted Tender Fee, EMD and requisite documents in Packet-1 of Envelope-I.

Documents found in Envelope-I shall be scrutinized by CESL w.r.t. the Qualifying Requirements and Bid Evaluation Criteria.

EMD of the unsuccessful bidders shall be returned after receiving approval of the Competent Authority for award of Contract(s). EMD of the successful bidders shall be returned only on receipt of the CPG by CESL as per the provision of the LoA/Contract (as the case may be).

For & on Behalf of CESL Contracts Department

MOST IMPORTANT:

(1) *Any further information/notice/**amendment**, etc. in respect of this Tender **shall be uploaded/made available only on CESL's E-Procurement portal**/website, (https://cesl.eproc.in), and no separate information/notice shall be released either to any firm individually or through Press advertisement for the corrigendum/addendum/amendment, etc. The interested firms are, therefore, advised to regularly keep visiting and checking the e-Procurement portal/website for any further/forthcoming/last-minute information/notice/ development/amendment/clarification regarding the subject Tender*.

(2) ***CESL is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal i.e. M/s C1 India Ltd. (hereafter called the Portal). Bidders must acquaint themselves with the rules, regulation, procedures and the implied conditions/agreements of the Portal. Bidders intending to participate in the bid shall be required to register with the Portal. Bidders are advised to ensure they submit their bid within the deadline and time of Bid submission, taking the server clock as a reference, failing which the Portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular Bidder could not submit its Bid because of this shall be entertained. Failure and defects on the internet or heavy traffic at the server shall not be accepted as reason for a complaint. CESL shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process. Bidders may acquaint themselves with the additional clauses/conditions for e-bidding on the Portal by referring to Para 5.2.7.1 of Manual of Procurement of Goods, second edition, 2024. issued by Dept. of expenditure, Min of Finance, GoI.***

(3) ***The Terms & Conditions Stipulated herein (i.e., in Section-4) supersedes any contradictory/similar/overlapping Terms & Conditions in any other Section/Part of the Tender.***

In the event of technical support being sought from the support team during the bidding process, the bidder may exercise abundant caution while sharing details of their bid so that the bid confidentiality is not compromised. CESL shall not be liable for any lapse in the part of the bidders leading to a possible breach in confidentiality of their bid(s).

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Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a
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PART B:

Project Information, Technical Specifications, Scope of Work, SLAs, Eligibility Criteria and Qualification Requirements

(Technical Specification) of Section 4

Selection of Charge Point Operator (CPO) or Battery Swapping Operator (BSO), for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W," on a Build-Own-Operate-Maintain (BOOM) model of CESL, in the following identified locations at Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai, Maharashtra:

#	Location	Project Facility Type
1	Centralized Parking Plaza (CPP)	e-Truck Battery Swapping with High Capacity Charging Station
2	Parking – 4	
3	Parking 10-SEZ	EV Charging Infrastructure for (2W/3W/4W) and/or BSS for 2W/3W
4	Parking 11-PUB	
5	Parking 12-Admin	

1. Introduction

Convergence Energy Services Limited (CESL) is a wholly owned subsidiary of Energy Efficiency Services Limited (EESL), under the administration of the Ministry of Power, Government of India headquartered in New Delhi. CESL is focused on delivering clean, affordable and reliable energy solutions that enables a faster energy transition. CESL/EESL presently owns and operates a large network of over 1,000 EV chargers installed across India. To enable the commercialization of these solutions on a scale, CESL employs business models that utilize a blend of concessional and commercial capital, carbon finance and grants as appropriate.

2. Background & Objective

2.1. Background

2.1.1. The Government of India (GoI) is steadfast in its commitment to drive widespread adoption of electric vehicles (EVs) by 2030, aligning with its vision for sustainable and eco-friendly transportation. In pursuit of this ambitious goal, CESL has played a pivotal role in advancing the electric mobility infrastructure.

2.1.2. CESL has partnered with various stakeholders (Government & Private entities) in rural and urban locations to further promote e-mobility in India by encouraging faster adoption of electric vehicles by establishing the necessary public charging Infrastructure.

2.1.3. Given the diverse charging and battery swapping needs of different electric vehicle segments such as electric 2-Wheelers, 3-Wheelers, 4-Wheelers, trucks, etc. CESL, has now developed a new business model, "asset-lite model", as per market conditions for establishing public EV charging and Battery Swapping Stations in India.

2.1.4. JNPA and CESL have agreed to collaborate for establishment of e-Truck Battery Swapping with High-Capacity Charging Stations, EV charging infrastructure for electric two-wheelers, three-wheelers and four-wheelers, and/or battery swapping stations for electric two-wheelers and three-wheelers.

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2.2. Objective of the project

2.2.1. This RFP has been prepared to select the CPO, for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of the Project Facilities at the identified sites on Build-Own-Operate-Maintain (BOOM) model basis. As a part of the project, CESL shall facilitate access to the identified Sites made available by JNPA to Selected Bidders for deployment of the "Project Facilities". The project will enable CESL to expand its outreach across the country and promote the implementation of E-Mobility program.

A detailed list of sites for the Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of the Project Facilities is given in the next section. Any changes in sites shall be in writing and will be informed to the selected bidder(s) in advance.

3. Details of Locations

3.1. CESL has undertaken an initial assessment of the locations, and the details of the locations are shared below:

#	Location	Nos of Project Facilities / Equipment	Project Facility type
1	Centralized Parking Plaza (CPP)	01 (Minimum 7+1 configuration)	e-Truck Battery Swapping with High-Capacity Charging Station
2	Parking – 4	01 (Minimum 7+1 configuration)	
3	Parking 10-SEZ	Minimum 1 charger of 60kW and 1 charger of 12kW	EV Charging Infrastructure for (2W/3W/4W) and/or BSS for 2W/3W
4	Parking 11-PUB	Minimum 1 charger of 60kW and 1 charger of 12kW	
5	Parking 12-Admin	Minimum 1 charger of 60kW and 1 charger of 12kW	

The final number, capacity and mix of Equipment at each Site may vary based on the detailed feasibility and demand assessment undertaken by the Selected Bidder, subject to compliance with the Minimum Configuration Requirements and prior approval of CESL and JNPA. Where an identified Site is determined to be unsuitable or unavailable, CESL may coordinate with JNPA to identify and provide a suitable alternative Site.

Note:

1. *A sample survey details for each site is appended as Annexure 4a.*
2. *An indicative layout for each Project Facility is appended as Annexure 4b.*
3. *The Selected Bidder may deploy more numbers of EV Chargers at location 3,4 and 5 as per feasibility and demand assessment.*
4. *The Minimum Configuration requirements for each Project Facility are provided in Section 4, Part B (Clause 9) of this RfP.*
5. *The number, capacity and mix of equipment at Parking 10-SEZ, Parking 11-PUB and Parking 12-Admin shall be finalized based on the Selected Bidder's feasibility and demand assessment, subject to the minimum configuration and CESL and JNPA approval.*

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, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b38
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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

It may be noted that any change shall be at the sole discretion of CESL and are subject to its final approval.

4. Definitions

1) **"Agreed Revenue Sharing Price"** (in INR / kWh) is the sum of reserve price of CESL and per unit price quoted by the selected bidder (n). The agreed sharing price shall be used for revenue sharing by the selected bidder to CESL.

2) **"Associate/ Parent"** means a Company that either directly or indirectly controls or is controlled or is under common Control (sister concern) with a Bidder and hereinafter is referred to as Associate or Parent, as the case maybe.

3) **"Applicable Laws"** means all laws in force in India including, without limitation: (i) the Major Port Authorities Act, 2021 and rules/regulations made thereunder; (ii) the Indian Ports Act, 1908, to the extent applicable; (iii) JNPA's byelaws, regulations, circulars and directions as in force from time to time, including those relating to port safety and security; (iv) the ISPS Code (International Ship and Port Facility Security Code) and directions of the CISF (Central Industrial Security Force) deployed at the port; (v) the MoP Guidelines dated 17.09.2024 and the Guidelines for Installation and Operation of Battery Swapping and Charging Stations dated 10.01.2025, each as amended; (vi) the Battery Waste Management Rules, 2022; and (vii) all other applicable central, state and local laws, rules, regulations, notifications, judgments, decrees and orders binding on the Parties or the Project .

4) "**Battery-as-a-Service**" means a business model where manufacturer of battery swapping equipment or a third-party provider owns and manages swappable electric vehicle (EV) batteries, leasing or renting them to EV owners or fleet operators

5) "**Battery Provider**" refer to any entity which provides swappable EV batteries or Battery-as-a-Service to EV owners.

6) **"Battery State of Health"** or **"Battery SoH"** shall mean the condition of a battery at a given point in time, expressed as a percentage of its original rated capacity, determined in accordance with the methodology specified by the battery manufacturer/OEM or applicable standards.

7) "**Battery Swapping**" means a method of quickly replacing an EV's fully or partially discharged swappable battery with a charged battery.

8) **"Battery Swapping Equipment (BSE)"** shall mean equipment, devices, systems, or associated components used for receiving, storing, charging, monitoring, dispensing, handling, and swapping batteries for Electric Vehicles.

9) "**Battery Swapping Operator (BSO)"** means an entity(s) selected by CESL for operating the Battery Swapping Station for the Project.

10) "**Battery Swapping Station (BSS)**" means a station where any electric vehicle can get its discharged battery or partly charged battery replaced by a charged battery.

11) **"Bidder(s)"** shall mean individual entity or a Consortium of entities, as the case maybe, bidding in response to this RfP

12) **"Bid Due Date"** means the last date by which the Bidder(s) can submit their bid in response to this RfP along with all other relevant documents to CESL as per the schedule defined.

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13) **“BSS Cabinet”** means the physical enclosure or housing within a Battery Swapping Station (BSS) that contains battery docks/grids/slots, electrical and electronic components, battery charging systems, safety systems, communication systems, and other associated equipment required for storing, charging, monitoring, and managing swappable batteries.

14) **“BSS Cabinet Rating”** means the rated electrical power capacity of a BSS Cabinet, expressed in kilowatts (kW), as specified on the nameplate of such BSS Cabinet, indicating the maximum power that the BSS Cabinet is designed to support for charging and managing swappable batteries housed within its BSS Docks.

15) **“BSS Docks”** means an individual battery grid/slot/compartment/interface within a BSS Cabinet that is designed to receive, hold, connect, charge, monitor, and dispense a swappable battery.

16) **“Build-Own-Operate-Maintain”** or **‘BOOM’ model** means a business model in which a public/ government entity grants a private sector party the right to use of location/site for an agreed time period, finance, design, construct, own, operate and maintain a Project for a specified number of years.

17) **"Centralized Control Unit"** or **"CCU"** means the dedicated monitoring facility or integrated system established and operated by the selected bidder to enable simultaneous, 24x7 real-time surveillance of all deployed Public Charging Stations. The CCU aggregates live feeds from CCTV cameras and other monitoring devices to oversee BSS security, prevent theft and vandalism, and manage automated safety alerts.

18) “**Charge Point Operator**” or “**CPO**” means an entity selected by CESL for owning, establishing, operating and maintaining of the Project Facilities under this RfP and the Concession Agreement. For the purposes of this RfP, the term “CPO” shall include the roles and responsibilities of a Battery Swapping Operator wherever the Project Facilities include Battery Swapping Stations, Battery Swapping Equipment, swappable batteries and/or Battery-as-a-Service operations.

19) “**Cluster**” refers to a group or collection of Public Battery Swapping Stations that are located in close proximity to each other in a specified area or location.

20) **“Commercial Operation Date” or “COD”** means, in relation to a Site, the date certified or approved by CESL on which the relevant Project Facilities have been successfully installed, tested and commissioned, all applicable approvals have been obtained, the required system integration has been completed, and the Project Facilities are made available for commercial operation.

21) **“Concession Agreement”** means the agreement to be executed between CESL and the Selected Bidder for the Project, setting out the terms and conditions for the implementation, ownership, operation and maintenance of the Project Facilities during the Contract Period.

22) **“Contract Documents”** means the RfP, including all Sections, Annexures and Attachments; clarifications and corrigenda issued by CESL; the Bid submitted by the Selected Bidder to the extent accepted by CESL; the Letter of Award; the Concession Agreement; the Notice to Proceed; and any amendments executed in accordance with the Contract.

23) **“Contract Period**” shall mean a period of ten (10) years, commencing from the date on which all the Project Facilities at the identified Sites would be commissioned and made operational, or as determined at the sole discretion of CESL.

24) **“Downtime”:** Refers to the time duration when Project Facility is non-operational due to disruption in power supply or disruption in IT services (service side error) or both. In this context, the downtime due to disruption in power supply from the DISCOMs or SIM network issue will not be accounted

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for penalty. Therefore, here “Downtime” is accounted due to disruption in IT service or damaged / faulty equipment. Downtime is measured based on server-side error rate.

25) **“Electric Vehicle (EV)”** means vehicles that operate on electric motor and rechargeable batteries.

26) **“Electric Vehicle Supply Equipment (EVSE)”** shall mean an element in the Electric Vehicle Charging Infrastructure (EVCI) that supplies electrical energy for recharging the batteries of Electric Vehicles.

27) **“Equipment”** means any individual asset, unit, system or component forming part of the Project Facilities, including chargers, EVSE, BSS Cabinets, BSS Docks, swappable batteries, Battery Swapping Equipment, transformers, panels, meters, protection systems, communication systems, safety systems and associated components.

28) **“Establishment Area”** means the area actually occupied by the Project Facilities and associated fixed infrastructure at a Site, excluding parking areas and vehicle circulation areas, as jointly measured and approved by CESL and JNPA.

29) **“EV Charging Infrastructure” or “EVCI”** means the complete infrastructure required for charging Electric Vehicles at a Site, including EVSE, chargers, charging points, connectors, electrical panels, cabling, protection systems, communication and payment systems, software, civil works, safety systems and associated infrastructure.

30) **“Integrated Type Cabinet Configuration”** shall mean a configuration in which two or more BSS Cabinets, each comprising multiple BSS Docks, are installed and housed together within a single common outer enclosure. *(Indicative Layout provided in Annexure 4b)*

31) **“Isolated Type Cabinet Configuration”** shall mean a configuration in which two or more BSS Cabinets, each comprising multiple BSS Docks, are installed and housed separately, with each BSS Cabinet having its own independent outer enclosure. *(Indicative Layout provided in Annexure 4b)*

32) **“Land Lease Rent”** means the amount payable by the Selected Bidder to CESL for the use of the Establishment Area at a Site, calculated in accordance with Section 4, Part B, Clause 8.3 and the applicable JNPA Land/Estate Tariff, together with applicable taxes.

33) **“Land Lease Security” or “LLS”** means the security to be submitted and maintained by the Selected Bidder to secure the payment of Land Lease Rent and other amounts recoverable against such security under the Contract.

34) **“Letter of Award” or “LoA”** means the written communication issued by CESL to the Successful Bidder confirming the award of the complete project, subject to fulfilment of the conditions specified therein and in the RfP.

35) **"Land Providing Entity (LPE)"** shall mean Jawaharlal Nehru Port Authority (“JNPA”), who will provide adequate vacant land, free from encumbrances to CESL under a MoU/Agreement for establishing BSS in their jurisdiction

36) **“Monthly Revenue Share”** means the amount payable by the Selected Bidder to CESL for a Site during a calendar month, calculated by multiplying the Agreed Revenue Sharing Price by the monthly billed electricity consumption attributable to the Project Facilities at the respective Site.

37) **“Notice to Proceed” or “NTP”** means the written notice issued by CESL authorizing the Selected Bidder to commence implementation of the Project Facilities at the relevant Site.

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38) **"O&M Period"** means the period commencing from the COD of the relevant Site and continuing until the expiry or earlier termination of the Contract Period.

39) **"Project"** means the survey, planning, design, financing, procurement, supply, installation, testing, commissioning, ownership, operation and maintenance of the Project Facilities by the Selected Bidder at all identified sites on a BOOM basis.

40) **"Reserve Price (RP)"** shall mean the minimum floor price in (INR/kWh) to be shared with CESL by the selected bidder. The bidding shall be conducted on a highest revenue sharing basis, keeping the minimum reserve price as base price.

    The Reserve Price under this project shall be INR 1.5/kWh.

41) **"Selected Bidder"** means a bidder that has been issued Letter of Award (LoA) as per the provisions of RfP.

42) **"Similar Works"** means the relevant work experience for which the Bid is submitted, as specified under the Technical Qualification Criteria in Annexure 2.

43) **"Site"** means the vacant land, free from encumbrances provided by the JNPA for the deployment of the Project.

44) **"Successful Bidder"** means the technically qualified Bidder ranked H1 and approved by CESL for award, before issuance and acceptance of the Letter of Award.

45) **"Utilisation"** shall mean the extent of use of each Project Facility during a specified period, measured based on the electricity consumed by the Project Facility, as recorded by the applicable DISCOM's / distribution agency's energy meter.

    The utilisation is determined as follows:

$$\text{Utilisation (\%)} = \frac{\text{Actual electricity consumption during the relevant period (kWh)}}{\text{Installed rated capacity (kW) x Total hours in the relevant period (hrs)}}$$

The relevant period and total hours shall be as follows:

#	Relevant Period	Total hours
1	Day	24
2	Month (28 days)	672
3	Month (29 days)	696
4	Month (30 days)	720
5	Month (31 days)	744
6	Normal Year (365 days)	8,760
7	Leap Year (366 days)	8,784

5. Scope of Work of CESL / Services & Project Execution

CESL shall play the role of a Program Manager for deploying e-Truck Battery Swapping with High-Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W at the locations provided in Section 4, Part B (Clause 3.1) and shall be responsible for the following:

5.1. Execution of revenue sharing agreements with JNPA and concession agreements with Selected Bidder.

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5.2. Fulfilling the responsibilities and obligations assigned to it in the revenue sharing agreement as well as the concession agreement including facilitating the provision of encumbrance-free land by JNPA for implementation/deployment of Project Facilities at the identified locations, to the bidder for a period of 10 years.

5.3. CESL, through its state coordinators shall provide support to bidder on the following:

a) Guidance for undertaking location assessment.
b) Facilitate coordination with JNPA and bidder for fulfilment of their scope
c) Raising, verifying, validating invoices to bidder
d) Coordination with the selected bidder to ensure that all payments to CESL is done in a timely manner.
e) Coordination with the selected bidder to ensure that all payments to JNPA is done in a timely manner.

6. Scope of Work of Selected Bidder

6.1. The Selected Bidder shall be responsible for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High-Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W at locations specified in Section 4, Part B, Clause 3.1 in accordance with all the “Applicable Laws” provided in Clause 4 (3).

6.2. All Capital investment and O&M expenditure required for the implementing the Project, including the cost to the required energy meter and downstream electrical infrastructure from the designated metering point, shall be borne by the Selected Bidder.

6.3. Undertake the required the required Site development and plan the Project Facilities to ensure that the designated equipment can be accommodated, with adequate provision for parking, ingress, egress and vehicle circulation, without obstructing pedestrian or vehicular movement.

6.4. The Selected Bidder shall undertake a detailed assessment of each location identified in the RfP. The location assessment shall include the following factors:

6.4.1. Availability of sufficient space for the deployment of the proposed equipment and associated infrastructure, in accordance with the requirements applicable to the relevant Project Facility and site and the indicative layout provided in Annexure 4b.

Based on the location feasibility, space shall be provided by JNPA for equipment deployment, subject to approval by CESL.

6.4.2. Requirements for upstream electrical infrastructure and availability of the required power supply at the designated metering point.

6.4.3. Accessibility of the designated power connection and feasibility of obtaining the required connectivity within the applicable timelines.

6.4.4. Accessibility of the Site for the intended users and suitability based on anticipated demand and movement of the applicable vehicle categories

6.4.5. Any other information which is not mentioned but required for successful deployment of equipment at particular location.

6.5. The Selected Bidder shall maintain accurate and up-to-date operating logs, records and monthly reports regarding the O&M of each equipment and associated battery (if applicable).

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6.6. The Selected Bidder shall perform or contract for and oversee the performance of periodic overhauls or maintenance required for the equipment and associated facility in accordance with the recommendations of the Original Equipment Manufacturers (OEM).

6.7. The Selected Bidder shall procure and maintain adequate spare parts, overhaul parts, tools, equipment, consumables, etc. required for the uninterrupted operation and maintenance of the project, in accordance with the prudent industry practices and the applicable warranty recommendations through the O&M period.

7. Scope of Work of JNPA as Land Providing Entity (LPE)

7.1. Execution of revenue sharing agreement between CESL and JNPA

7.2. Shall provide adequate vacant land, developed, levelled, and accessible, for the implementation of the Project, free from all encumbrances.

7.3. Provide the designated space in accordance with the indicative layout provided in Annexure 4a.

7.4. Provide upstream electricity connection, as stipulated in Section 4, Part B, Clause 8.2.1.

7.5. Facilitate for Electricity connection by providing relevant documents.

7.6. Right of access for peaceful uninterrupted and unencumbered access of Sites to the CESL and selected bidder.

7.7. Right of Way and non-exclusive license to use the Sites in accordance with the provisions of the agreement executed between CESL and the JNPA.

7.8. Upon written request from the CESL, the JNPA shall provide all reasonable support and assistance to CESL and the Selected Bidder in obtaining the Applicable Permits required for the implementation and operation of the Project.

7.9. Provide alternate option for land/site, if that site where Project Facilities is already installed is to be evicted/closed by JNPA.

8. Obligation of the bidder

8.1. **Investment:** The Selected Bidder shall be solely responsible for arranging the funds for finance the proposed e-Truck Battery Swapping with High-Capacity Charging Stations, EV Charging Infrastructure, and/or Battery Swapping Stations, including BSS Cabinets and batteries, associated equipment, and downstream electrical infrastructure to be installed under the Project at all identified Sites.

8.2. **Power Connection:**

8.2.1. Following the issuance of the LoA, the Selected Bidder shall submit to CESL and JNPA its requirement for the applicable power connection at each Site. The indicative power-supply arrangements shall be as follows:

Project Facility type	Voltage Level at each site	Power level
e-Truck Battery Swapping with High-Capacity Charging Station	11 kV / 33 kV	(to be specified by bidder as per each site's requirement)
EV Charging Infrastructure	415 V	

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Battery Swapping Station for e-2W/e-3W	415 V	

Accordingly, the JNPA shall provide the required upstream electrical infrastructure up to the designated metering point at the Site periphery, in accordance with their respective obligations under the relevant agreements.

8.2.2. The Selected Bidder shall be responsible for obtaining the applicable energy meter, such as, an HT meter for e-Truck Battery Swapping with High-Capacity Charging Station and LT meter for the other Project Facilities, from concerned DISCOM or relevant power distribution agency at its own cost.

Power connection shall be in the name of CESL followed by selected bidder name and the address of the respective Site identified under the RfP.

8.2.3. The Selected Bidder shall be responsible for establishing and maintaining all the required downstream infrastructure from the designated metering point, including the HT Breaker, Transformer, LT Panel, cabling, protection system, etc. throughout the “Contract Period”.

8.2.4. The Selected Bidder shall be responsible for obtaining the monthly electricity bill from CESL or the concerned DISCOM or power distribution agency and ensuring its timely payment on or before the due date.

CESL shall include the Bidder’s email address with the DISCOM or power distribution agency, wherever such a facility is available, to facilitate the direct receipt of monthly electricity bills by email or download them from the portal of the concerned DISCOM or power distribution agency.

8.2.5. CESL reserves the right to apply for disconnection of the electricity meter in the event of non-payment of electricity charges, Land Lease Rent, Monthly Revenue Share or any other undisputed amount payable by the Selected Bidder within the timelines specified in the Contract.

8.2.6. The Selected Bidder shall submit a copy of the electricity bill to CESL within forty-eight (48) hours of its issuance by the concerned DISCOM or power distribution agency for each site. The electricity bill shall preferably be submitted by email. This requirement shall apply throughout the Contract Period.

8.3. **Payment Terms:**

8.3.1. In consideration of the role performed by CESL and JNPA, the Selected Bidder shall pay the following amounts to CESL, in respect to each site:

i. the applicable **Monthly Land Lease Rent**, and

ii. the applicable **Monthly Revenue Share**

8.3.2. The applicable monthly Land Lease Rent for each site shall be calculated as below:

Monthly Land Lease Rent for each location (INR/month)	=	Establishment Area, actually occupied by the Project Facilities and their associated fixed infrastructure, excluding parking space and vehicle circulation areas X Sum of Land/Estate tariff under the category: 1. “Service Charge on Commercial Lease Estate” (Sl. No. 18, Page 2)

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2. “Developed Land for Parking outside the Customs-Bound Area (other than CPP)” (Sl. No. 8, Page 2) as specified in Gazette Notification No. [JNPA/FIN/TARIFF/2025-26/189], and as amended from time to time.

8.3.3. The Monthly Revenue Share for each site shall be calculated as below:

Monthly Revenue Share for each location (INR/month)	=	“Agreed Revenue Sharing price (INR/kWh)” X Monthly electricity consumption attributable to the Project Facilities at the respective Site (kWh);

8.3.4. CESL shall not be responsible for any billing errors made by the concerned DISCOM or power distribution agency. Any discrepancies or issues shall be resolved directly by the Selected Bidder with the concerned DISCOM or power distribution agency.

8.3.5. For the purpose of calculating the Monthly Revenue Share, CESL shall consider the electricity consumption, in kWh, recorded in the electricity bill issued by the concerned DISCOM or power distribution agency for the respective site.

8.3.6. It is the Selected Bidder's responsibility to ensure that the EV tariff connection is exclusively used for Project Facilities, adhering to the applicable guidelines and/or Tariff Order of the concerned DISCOM or power distribution agency.

8.4. **Permits and Approvals:** All the necessary permits, approvals, licences, and clearance, including CEIG, wherever applicable, required for the installation and successful commissioning of each item of Equipment shall be obtained by the Selected Bidder.

8.5. The Selected Bidder cannot sub-let, sub-license or otherwise permit third party to occupy or use any Site, except for the engagement of subcontractors strictly for the performance of the O&M obligations in connection with the Project.

8.6. The Selected Bidder is required to submit the application and requisite documents for obtaining the electrical connection from JNPA and subsequently electricity meter from concerned DISCOM or Power Distribution Agency within the period of 30 days from the issuance of LoA.

In the event of any delay, then the Selected Bidder shall intimate CESL and LPE for necessary support.

The Selected Bidder shall commence the civil works and other work that are not dependent on the availability of the electricity provision post issuance of LoA/NTP.

8.7. The cost of electricity including surcharge, duty, demand charges, contingency for power purchase adjustment charges, etc. and all operating and maintenance expenses related to Equipment shall be borne by the Selected Bidder. Also, electricity payments as per the billed units by DISCOM or power distribution agency have to be paid within the due date. Any late payments related issues and disconnection by DISCOM or power distribution agency have to be dealt by the Selected Bidder.

8.8. The Selected Bidder shall be entitled to charge or determine a service fee from the end-users for swapping of battery / charging of the electric vehicle from the end customer

The service fee shall comply at the rates to latest CEA/MoP/SERC/State regulations/amendments or as per latest guidelines/amendments issued by authorized Govt agency.

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8.9. **BSS/EVCI Management System/Charge-point Management System (CMS):**

Each Equipment shall be operated and monitored through the cloud- based CMS.

This should be hosted on the CMS of CESL (existing or new or appointed Third party) and the Selected Bidder shall ensure that there is OCPI integration capabilities between software system of the bidder and CESL.

To enhance utilization, the Selected Bidder may ensure OCPI integration with multiple CMS/similar management system of Third-Party vendor. Furthermore, bidder should ensure that CESL receives real time notifications and on-demand reports on all swapping stations through app and dashboard.

8.10. **SLA Monitoring Portal:** This will be a sub-part of CMS as stated in Clause 8.9 above; The Selected Bidder shall, throughout the Contract Period and at no additional cost to CESL, provide CESL with secure, role-based access to its CMS portal/dashboard, or a separate web-based portal integrated therewith, for monitoring and verification of compliance with the SLAs specified in Section 4, Part C, including location-wise and Facility-wise uptime, downtime, incident and maintenance records, and downloadable periodic reports.

8.11. **Branding and Advertisement:**

The Selected Bidder shall have the right to undertake branding activities in & around of or peripheral Project Facility at the respective site, subject to the branding policies and prior written approval of CESL and JNPA.

8.11.1. Co-branding shall be allowed along with CESL and JNPA logo subject to the condition that the Selected Bidder shall obtain necessary approvals for co- branding / display of logo from CESL and JNPA.

8.11.2. Advertisements may be displayed on the Project Facilities or at other approved locations within the Site, subject to the applicable JNPA policy and prior written approval from CESL and JNPA.

8.11.3. The content, design, dimensions, placement, duration and manner of display of such advertisements shall comply with Applicable Laws and the directions issued by CESL and JNPA. Any applicable advertisement fee, revenue-sharing arrangement, tax or other charge shall be determined in accordance with the CESL–JNPA Agreement and the applicable JNPA policy.

8.11.4. The revenue from advertising (if permitted) on charging stations shall be shared equally between the CESL and JNPA or as per established JNPA advertisement policy (if any). Subsequently, CESL shall equally share its advertisement revenue with Selected Bidder.

It is to be noted that: The applicable advertisement rates (revised time to time) in the area of the Project Facility, shall be taken as standard benchmark.

8.12. **Insurance:** Cost towards the Insurance during Construction and O&M period shall be borne by the Selected Bidder. The insurance agency would be selected by bidder at its own discretion. The insurance shall be a comprehensive insurance in nature for any and all type of vendor, customer and or third-party liabilities including covering legal costs against lawsuits.

The comprehensive insurance shall consists but not limited to - construction and erection risk; Equipment and battery damage; fire and explosion; theft and vandalism; third-party/public liability; employee/workmen liability.

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8.13. **Warranty of the Equipment:** A copy of the warranty certificate for each item of installed Equipment shall be submitted to CESL within 03 days from COD of the respective Project Facility.

Each item of Equipment shall be covered by the standard warranty offered by the OEM, as per applicable Industry standards. The Selected Bidder shall remain responsible for ensuring the validity and enforcement of the applicable warranties during the warranty period.

8.14. Any other activities considered necessary for setting up each Equipment at provided locations or other suitable locations on mutually agreed covenants, which are not specifically set out herein, but which may be identified at a later date, shall be included via mutual discussion.

8.15. **Operations:**

8.15.1. The Selected Bidder shall take complete responsibility for the operations and maintenance of the Project Facilities, including all the associated infrastructure developed from the Commercial Operation Date ("COD") of the respective Site until the expiry or earlier termination of the Contract Period.

8.15.2. The Selected Bidder is required to provide adequate security measures for the Project Facilities, including the installation of a CCTV system subject to the necessary approval from the concerned authority, allocating security personnel as required for continuous monitoring and running of operations or other security measures as required without affecting the warranty.

8.15.3. The Selected Bidder will be solely responsible for ensuring the safety and security of the Project Facilities and the users at the respective sites. Proper monitoring of each site must be ensured to prevent damage/tampering to the Equipment and associated infrastructure.

Further, the cost of repairing any damage or replacing any part of the Project Facilities shall be borne by the Selected Bidder.

8.15.4. **Centralized Control Unit (CCU) for Real-Time Monitoring and Security:**

a) The Selected Bidder shall establish and operate a dedicated Centralized Control Unit (CCU) for ensuring the safety and security of Project Facilities and avoid incidents of theft and vandalism. The CCU shall enable simultaneous and continuous, real-time monitoring of all sites through CCTV and other monitoring devices.

b) All site-level monitoring equipment must be seamlessly integrated with the CCU to provide live feeds and automated alerts for any suspicious activities or hardware breaches

c) Surveillance footage and security logs shall be maintained for a minimum period of 7 days. The selected bidders shall provide unhindered access to the real-time feeds, recorded footage, and security reports to CESL immediately upon request.

d) In the event of non-compliance, penalties shall be imposed as per the SLA as specified under Part C (Section 4) Clause 3.

8.15.5. The Selected Bidder shall be fully responsible for replacement of any / all component of the Equipment and allied infrastructure that is not covered under the standard warranty terms by the OEMs / suppliers. All cost related in this regard, have to be borne by the selected bidders and all such replacement have to be completed to comply with defined SLAs.

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8.15.6. **Battery State of Health (SoH)**: The Selected Bidder shall ensure that the State of Health (SoH) of each swappable battery deployed at the e-Truck Battery Swapping with High-Capacity Charging is maintained at not less than 80% of its original rated capacity throughout the Contract Period.

8.15.7. Selected bidder(s) shall ensure that following rules and timely amendments are followed during the period of the project.

a) Indian Electricity Act 2003 – any rules / amendments pertaining to EV charging stations.

b) CEA (Measures relating to Safety & Electrical Supply) Regulations 2010 and its subsequent amendments.

c) Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024 dated 17.09.2024, and amendments from time to time thereof.

d) Guidelines for Installation and Operation of Battery Swapping and Charging Stations dated 10.01.2025, and amendments from time to time thereof.

e) Battery Waste Management Rules, 2022 released by Ministry of Environment, Forest and Climate Change (as amended from time to time)

f) Major Port Authorities Act, 2021 and rules/regulations made thereunder

g) The Indian Ports Act, 1908, to the extent applicable

h) JNPA's byelaws, regulations, circulars and directions as in force from time to time, including those relating to port safety and security

i) The ISPS Code (International Ship and Port Facility Security Code) and directions of the CISF (Central Industrial Security Force) deployed at the port

j) Any other guidelines issued by central / state governments as applicable

8.16. The Bidder agrees to ensure continuity in operation of the Project facilities at the allotted sites, even at the time of disputes, unless CESL explicitly provides written notice to cease operation by bidder. Any communications related to operational issues must be submitted in writing to CESL, with a copy sent to Head EVCI.

8.17. **Gender inclusion**: The Selected Bidders are encouraged to include women in the on-ground workforce deployed for the Project. All personnel deployed by the Selected Bidder shall be provided training and be well-equipped to manage the station. CESL is supported by multiple development partners where gender inclusion is a priority.

8.18. The Selected Bidder shall arrange deployment of qualified and suitable manpower and required necessary tools, logistics, spares & consumables during installation, commissioning and O&M of the Project Facilities.

8.19. All approvals, equipment, item and works which are not specifically mentioned in the RfP or the concession agreement but are required for successful O&M of Project Facilities or any part thereof in every respect and for safe and efficient operation and guaranteed performance are included in the scope of the bidder.

8.20. The Selected Bidder shall maintain accurate and up-to-date operating logs, records and monthly reports regarding the O&M of the Project Facilities and each item of Equipment.

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8.21. The bidder shall perform or contract for and oversee the performance of periodic overhauls or maintenance required for the facility in accordance with the recommendations of the supplier.

8.22. The bidder shall procure spares parts, overhaul parts, tools, equipment, consumables, etc. required to operate and maintain required for the uninterrupted operation and maintenance of the Project Facilities, in accordance with the prudent industry practices and the applicable OEM warranty recommendations during entire O&M period.

8.23. The bidder shall, if advised by CESL, clear all the debris / scrap / equipment in line with Govt. of India's guidelines and rules for waste management and disposal of waste, at the end of the 10 years of O&M period at no extra cost to CESL/JNPA.

8.24. The bidder shall maintain and keep all administrative offices, roads, tool room, equipment, clean, green and in workable conditions.

8.25. Safety is of paramount importance, and the Selected Bidder shall take all safety precautions during the installation, testing, commissioning, operation and maintenance of the Project Facilities to ensure safety of the user.

The Selected Bidder shall comply with the applicable standards issued by the BIS and amendments if any. The Selected Bidder shall ensure the safe operation of the Project Facilities including compliances related to electrical and fire safety.

8.26. JNPA's Reserved Rights:

8.26.1. JNPA may, from time to time, issue or vary reasonable safety, security, fire, electrical and operational norms, standard operating procedures and directions applicable to the Sites and the System, having regard to port safety, cargo operations and Applicable Law. The Selected Bidder shall ensure the compliance with, such norms, procedures and directions within a reasonable period specified by JNPA having regard to the nature of the requirement.

8.26.2. JNPA shall, on 3 (Three) days prior notice (or without notice in case of a bona fide safety/security concern), to inspect the Sites and the Project Facility, and to call for records, billing data, metering data and compliance certificates, and the Selected Bidder shall extends, full cooperation and provides such records within 7 (seven) working days of request.

8.27. The Selected Bidder shall be responsible for any direct and indirect liability that arises out of usage of Project Facilities.

8.28. CESL shall not directly or indirectly cause, create, incur, assume or suffer to exist any lien on or with respect to the Project Facilities or any interest therein. The Project shall remain the property of the Selected Bidder and shall not attach to or be deemed a part of, or fixture to the CESL.

8.29. The bidder shall pay all the statutory levies and taxes imposed by the Government or any other authorities (currently or in future) on the operation of Project Facilities. Further, the Selected Bidder shall also pay increase in the taxes and/or any levies on the land area used specifically for Project, by any local authority including Municipal corporation/municipality/gram panchayat or any other statutory authority or by the government to CESL.

8.30. The Selected Bidder agrees to support in the tracking and verification of Carbon Emission Reductions attributable to Project Facilities deployed by them as part of this contract. The Selected Bidders shall have the right to prepare and monetize the carbon assets generated under the project. This means that it shall have the right to register the project under any scheme

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launched by Government of India/CESL in this regard and/or voluntary market registries. The monetization of any carbon assets from the operations of the Projects and any carbon credits generated from Project Facilities during the contract period shall be attributable to the Selected Bidder and CESL in the ratio of 90%:10%. Should CESL decide to pursue carbon credits for the EV traffic coming through these categories of Project, the selected bidders are expected to cooperate. At an appropriate time, CESL will provide the relevant data needs for cooperation.

8.31. Green alternate sources may be explored. The Selected Bidder may even explore the option of availing Green tariff or green power through open access with approval of CESL.

8.32. The Selected Bidder have to obtain Electricity Connection under applicable EV tariff in the name of CESL including the bidder details for each location.

8.33. The Selected Bidder shall provide users a call center number with prompt grievance redressal mechanism for challenges in using the Project Facilities. Standards of quality will be maintained by the bidder and monitored periodically.

9. Minimum Configuration:

The minimum configuration shall be as follows:

9.1. **e-Truck Battery Swapping with High-Capacity Charging Station:**

9.1.1. Configuration: 7+1

Note: 1 operational dock shall remain vacant and available for always receiving a discharged battery.

9.1.2. Charging capacity of each dock: 300 kW

9.1.3. EV Charger power rating: 240 kW DC (Can share the rectifier with BSS)

9.1.4. Battery Capacity: 250 kWh

9.1.5. Minimum Quantity: 1 e-Truck Battery Swapping with High-Capacity Charging Station of above specification.

9.2. **EV Charging Infrastructure:**

9.2.1. Fast charger rating: 60 kW DC Fast Charger

9.2.2. Slow charger rating: 12 kW AC Charger

9.2.3. Minimum Quantity of Fast Charger to be established: 1

9.2.4. Minimum Quantity of Slow Charger to be established: 1

9.3. **Battery Swapping Station for e-2W/e-3W:**

9.3.1. Minimum Quantity of BSS for e-2W/e-3W to be established: As per the requirement

9.3.2. Minimum number of docks in each cabinet: 12 battery docks

Note: 1 operational battery dock in each BSS Cabinet shall remain vacant and available for always receiving a discharged battery. Accordingly, where a BSS Cabinet has 12 battery docks, 11 docks shall be occupied by batteries at any given time.

9.3.3. Minimum capacity of each battery: 2 kWh

9.3.4. Minimum charging capacity of each dock: 2 kW

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9.3.5. Selected Bidder shall be free to establish either an “Integrated Type Cabinet Configuration” or “Isolated Type Cabinet Configuration”, subject to fulfilment of the Minimum Configuration requirements.

10. Other terms and conditions

10.1. Concession period (CESL & the Selected Bidder)

10.1.1. The Concession agreement will be initially valid for a period of 120 months (10 years) from the Commercial Operation Date (COD) of the respective Site. The Contract Period can be further extended based on mutually agreed terms between CESL and the Selected Bidder subject to grant of extension approval by JNPA.

10.1.2. 120 days prior to the expiry of the Concession period, CESL and the Selected Bidder can initiate discussion for the extension of the contract. Based on the mutual understanding, this contract can be further extended as per agreed terms.

10.1.3. If discussion doesn’t result in further contract extension, CESL may float a new tender for the selection of service partner for supply, installation and commissioning of Project Facilities at the same site.

10.1.4. To maintain continuity, CESL shall ensure availability of Project Facilities in case the Contract gets expired.

10.1.5. Post completion of contract period of 120 months and in case the contract is not extended or early termination of contract, the Selected Bidder will be required to remove the existing Project Facilities and associated infrastructure, within 60 days, on their costs and return the site to the JNPA/CESL in the original condition. i.e. condition of site during the initial allocation. In case the contract is extended, the Selected Bidder will be required to undertake the activities mentioned above, post expiry of such contract extension. Upon the end of the Concession period, the Selected Bidder shall hand over the project site in original condition i.e. in which it was handed over to the Selected Bidder. This shall be considered as a part of exit management clauses.

10.1.6. Upon completion of the Concession Period or earlier termination of the Agreement, if any security deposit and/or advance payment made by the Selected Bidder on behalf of CESL towards obtaining the power connection is reimbursed by the DISCOM/distribution agency to CESL pursuant to the Exit Management Clause, CESL shall reimburse to the Selected Bidder only the amount actually received by CESL from the DISCOM/distribution agency.

10.2. Governing law and jurisdiction

10.2.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

10.3. Indemnity

10.3.1. CESL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a) Suspend and/ or cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto.

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b) Consult with any Bidder in order to receive clarification or further information.

c) Retain any information and/ or evidence submitted to CESL by, on behalf of, and/ or in relation to any Bidder; and/ or

d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

10.3.2. It is deemed that by submitting the Bid/ Eligibility and Qualification Submission, the Bidder agrees and releases CESL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

10.4. **Tentative project implementation schedule**

The Selected Bidder shall complete the survey, planning, design, procurement, supply, installation, testing and commissioning of the relevant Project Facilities within the timelines specified below, calculated from the date of issuance of LoA (Letter of Award) or from the date of issuance of NOC (No objection Certificate) or from the date of issuance of NTP (Notice To Proceed), whichever is later, for the approved locations

Location	Project Facility Type	Implementation Timeline
Centralized Parking Plaza (CPP)	e-Truck Battery Swapping with High-Capacity Charging Station	Within 180 days
Parking – 4	e-Truck Battery Swapping with High-Capacity Charging Station	Within 180 days
Parking 10-SEZ	EVCI and/or BSS (2W/3W)	Within 120 days
Parking 11-PUB	EVCI and/or BSS (2W/3W)	Within 120 days
Parking 12-Admin	EVCI and/or BSS (2W/3W)	Within 120 days

10.5. **Revenue Sharing & Land Lease Payment**

10.5.1. The Revenue Sharing and Land Lease Payment shall be as per Section 4, Part B (Clause 8.3).

10.5.2. The selected bidder shall remit the Land Lease Rent due to CESL in advance, in a quarterly manner.

The first payment shall be calculated on a pro-rata basis for the period from the COD of the respective Site until the end of the quarter in which such COD occurs and shall be paid within fifteen (15) days from the COD.

For each subsequent quarter, the Land Lease Rent for the complete quarter shall be paid in advance within fifteen (15) days from the commencement of such quarter.

Any delay beyond the fifteen (15) days' timeline shall incur interest (@State Bank of India MCLR (1 year) + 2%) till the date payment received by CESL. However, this provision does not bind CESL in any way from proceeding against the selected bidder (including forfeit of Performance Security, cancellation of LOA etc.).

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10.5.3. The selected bidder shall remit the Monthly Revenue Share due to CESL within twenty-one (21) days from the date of invoice submission by CESL. Any delay beyond the stipulated period shall incur interest (@State Bank of India MCLR (1 year) + 2%) till the date payment received by CESL. However, this provision does not bind CESL in any way from proceeding against the selected bidder (including forfeit of Performance Security, cancellation of LOA etc.).

10.5.4. If the bidder fails to comply within this timeframe, the following actions shall apply: as outlined in Section 4, Part C (Clause 10) of this RfP.

a) **Non-payment of Monthly Revenue Share:** If the CPO fails to pay the Monthly Revenue Share only, for a continuous period of 3 months, CESL shall invoke the CPG.

The CPO shall replenish the CPG as outlined in Section 4, Part C, Clause 10. However, if the default continues for a period of 4 months, CESL may terminate the Concession Agreement, without prejudice to its right to recover the outstanding amount, applicable interest and any other amount due under the Contract.

b) **Non-payment of Monthly Revenue Share and Land Lease Rent:** If the CPO fails to pay the Monthly Revenue Share and Land Lease, for a continuous period of 3 months, CESL shall invoke the CPG and LLS.

The CPO shall replenish the CPG and LLS as outlined in Section 4, Part C, Clause 10. However, if the default continues for a period of 4 months, CESL may terminate the Concession Agreement, without prejudice to its right to recover the outstanding amount, applicable interest and any other amount due under the Contract.

c) **Non-payment of Land Lease Rent:** If the CPO fails to pay the Land Lease only, for a continuous period of 3 months, CESL shall invoke the LLS.

The CPO shall replenish the LLS as outlined in Section 4, Part C, Clause 10. However, if the default continues for a period of 4 months, CESL may terminate the Concession Agreement, without prejudice to its right to recover the outstanding amount, applicable interest and any other amount due under the Contract.

Invocation of the CPG or LLS shall not be treated as payment or discharge of the CPO's obligations.

10.5.5. Note: All interest shall be calculated at the one-year SBI MCLR plus two percent (2%) per annum from the applicable due date until the date of actual recovery or payment.The bidder is obliged to submit a new Contract Performance Guarantee (CPG) and Land Lease Security (LLS) for the original amount within twenty-one (21) days from the date of the encashment. Any excess funds realized through the encashment shall be adjusted against future revenue share payments.

10.5.6. Failure to submit a new Contract Performance Guarantee (CPG) and Land Lease Security (LLS) within the specified timeframe shall result in CESL applying for disconnection of the electricity meter at the allocated locations. CESL shall not be liable for any direct or indirect losses arising from this action. The bidder shall be solely responsible for all direct and indirect consequences. The bidder shall be responsible for all costs associated with reconnection, including related fees and charges required for reinstating the connection through concerned DISCOM/distribution agency. Further, as in

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the case of the Performance security, any delay in submission of the Contract Performance Guarantee (CPG) or Land Lease Security (LLS), either at the onset of the contract or submission after the encashment shall be treated as an accrual of financial benefit in the same manner described above and shall be invoiced to the Contractor, against which the Contractor would be liable to pay the said amount within a period of 30 days of invoicing.

10.5.7. CESL through its State Office will pay a mutually agreed sharing price as revenue to JNPA.

10.5.8. Service charge for the user of the Project Facilities shall have a ceiling limit and may be subject to periodic adjustments

10.5.9. CESL Revenue sharing by the selected bidder with CESL is mentioned below

Parameters	**Unit Price (excl. GST) (INR/kWh)**
Reserved price to be paid to CESL (A) (INR / kWh)	1.5
Bid parameter (B) (INR / kWh)	n
Agreed revenue sharing price to CESL by Bidder (A+B) (INR / kwh)	1.5+n
Service charge / End user tariff ceiling limits (INR / kWh) (inclusive of revenue sharing price to CESL)	Service charge ceiling limit as per MoP guidelines

*Note: Here 'n' (INR / kWh) indicates the bidding price and should be **greater than zero**. In case of negative bidding, the bid shall be outrightly rejected.*

10.6. **Guidelines for bid submission**

10.6.1. Bidders have to do their own survey of locations before submitting the bid.

10.6.2. CESL shall coordinate with JNPA to provide upstream electrical infrastructure (power line) till the respective site. During the site survey, if bidder sees any challenges for project implementation, the Bidder may notify CESL with supporting documents for justification of Site constraints before the Bid Due Date but shall not exclude or conditionally quote for the Site.

10.6.3. The bidder will have to quote a single rate for applicable to all Project Facilities under this RfP.

10.6.4. The rate (INR/kWh) quoted will be assessed and evaluated up to two decimal places.

10.6.5. The rate (INR/kWh) quoted should include all applicable taxes, duties (excluding GST.)

10.6.6. Subject to Terms and conditions of the RfP, CESL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfP. During the examination of the bids, CESL may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to

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remove all the discrepancies and furnish additional documents as requested. CESL shall not be responsible for rejection of any bid on account of the above.

10.7. **Bid evaluation criteria and selection of successful bidder**

10.7.1. The response to RfP submitted by the Bidder shall be scrutinized to establish technical eligibility as per the RfP.

10.7.2. The bids of those Bidders who are found responsive and are qualified in accordance with the terms of the RfP shall be opened and evaluated for the complete project.

10.7.3. Evaluation of the bid shall be based on "**Agreed Revenue Sharing Price** (**INR / kWh)",** quoted by the selected bidder(s) for the Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning and Operation & Maintenance of the Project Facilities under this RfP.

10.7.4. A list of all such bidders whose financial bids are qualified will be prepared, ranking the Highest Bidder (H1) ("Rank List") up to the Lowest Bidder (L1) in descending order.

For example, the Bidder with the highest Agreed Sharing Price (INR / kWh) would be ranked "H-1", the bidder with the next highest Agreed Sharing Price (INR/kWh) ranked "H-2" and so on, set out in the table below:

#	Name of the Bidder	Agreed revenue sharing price (INR/kWh)	Rank
1		Highest agreed revenue sharing price (INR/kWh)	H-1
2		Second highest agreed revenue sharing price (INR/kWh)	H-2
3		Third highest agreed revenue sharing price (INR/kWh)	H-3
n		nth highest agreed revenue sharing price (INR/kWh)	H-n

10.7.5. The bidder(s) with the (H-1) Highest Agreed Revenue Sharing Price (INR / kWh) shall be declared as the "Successful Bidder". This H-1 bidder will be allocated all the locations under the RfP. H-1 will not have the right of refusal. If H-1 refuses, their EMD will be forfeited by CESL.

10.7.6. CESL retains right to negotiate with the bidder(s). CESL also does not bind itself to accept the preferred bid before or after the negotiations and it reserve es the right to accept or reject any bid, in whole or in part.

10.7.7. Upon opening of the financial bids, in case Price quoted by Highest Bidder in relation to the market rate or its internal estimate or Good Industry Practice is found to be not as per market benchmark. CESL shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Financial Bid, from the said bidder to demonstrate the internal consistency of those prices.

10.7.8. Subject to ITB Clause 5.5, the CESL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the highest evaluated technically acceptable bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily Except for the deviations listed in Attachment-5, the bidder would be required to comply with all the requirements of bidding documents without any extra cost to CESL failing which his bid security will be forfeited.

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Further, the CESL may request the bidder to withdraw any or all of the deviations listed in Attachment – 5 to the winning bid, at the price shown for the deviation in Attachment 5 to the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected and bid security forfeited

10.7.9. After the financial evaluation of the submitted bids, CESL shall issue Letter of Award (LoA) to the Successful Bidder.

10.7.10. The Successful Bidder will be required to submit signed and stamped LoA (Letter of Award) to CESL along with required Contract Performance Guarantee.

10.7.11. The successful bidder who has submitted their respective Contract Performance Guarantee and will be implementing the Project Facilities as per the provisions of RfP will be called Selected Bidder/CPO and they will be executing Concession Agreement as well.

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4b98b9fab74d84, OU=MANAGER TECHNICAL, O=CONVERGENCE ENERGY SERVIC
ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

PART C:

Special Conditions of Contract

1. Terms of payment

1.1. No interest shall be paid by CESL on the amounts of the Performance Securities(s) submitted by the bidder(s).

1.2. The bidder(s) shall need to mandatorily register with the relevant Tax authority(ies) for the LOA items (services, where applicable), and furnish a photocopy of their tax registration certificate and PAN along with each invoice.

1.3. Deposits of all statutory taxes, levies, etc. to Government authorities shall be the sole responsibility of the bidder(s) and the bidder(s) shall indemnify CESL for any tax claims / problems, etc. with the statutory authority / Government or State authorities.

1.4. Bidder shall mandatorily submit a copy of DISCOM's electricity bill to CESL each month for every location.

1.5. The bidder shall pay the 100% Monthly Revenue Sharing and Land Lease Rent in one instalment. No part payment will be allowed. During the payment, the bidder shall furnish a copy of the verified electricity bill provided by respective DISCOM to CESL. SOP document shall be jointly prepared with bidder for payments of revenue share to CESL on monthly basis.

2. Taxes and Duties

2.1. All prices in contract are exclusive of GST. Successful Bidder should mandatorily register under GST act of Delhi. The bidder should ensure all the GST compliances are fulfilled for the GST collected from CESL and same should be reflected on GST portal (GSTR-2A) in credit of CESL. Any other charges/cost/TA/DA/manpower is also included in the contract price.

2.2. GST will be reimbursed on actual basis. If there is increase or decrease in the taxes and duties subsequent to Vendor's offer within the contract delivery schedule of supply due to change in rate or introduction of new tax or deletion of existing tax or interpretation/application of tax, etc. CESL will reimburse the actual tax.

2.3. In case of failure to achieve completion as per contract, CESL will not be liable to compensate for any increase in taxes and duties due to change in rate or introduction of new tax or interpretation/application of tax, etc.

2.4. Whereas taxes at actual rate shall be paid in case of decrease in taxes and duties due to change in rate or deletion of existing tax or interpretation/application of tax etc., in the event of late delivery after the contract delivery period.

3. Service Level Agreement

3.1. CESL reserves the right to en-cash the bank guarantee or impose a penalty or terminate the contract or any other action as per CESL policy against the selected bidder(s) to compensate the damages / delay, if the terms and conditions of the LoA, scope of work / supply, etc. are not complied with.

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3.2. In case of delays in completion of work for the awarded locations as per LoA, liquidated damages shall be applicable. However, LD will not be applicable for the period if delay is not on selected bidder(s) part. The timely delivery of the material/service is the essence of the contract. In the event of Supplier's failure to deliver the material/services of acceptable quality within the stipulated delivery period, liquidated damages are payable by the Supplier/service provider @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed Performance Security value.

3.3. In case of partial execution of work CESL reserves right to deduct proportionate amount.

3.4. The Selected Bidder may be granted an extension of up to 60 (sixty) days beyond the stipulated project implementation period, provided in Section 4, Part B, Clause 10.4 from date of issuing of LOA/NTP (whichever is later), for the execution of Survey, Planning, Procurement, Supply, Installation, Testing, and Commissioning of the Project Facilities.

3.5. In case the delay in completion of work exceeds additional 60 (sixty) days (as applicable) beyond stipulated timeline provided in Section 4, Part B, Clause 10.4 from date of issuing of LOA/NTP (whichever is later), CESL/EESL reserves the right to forfeit the Bank Guarantee and cancel the LOA.

3.6. Any extension by CESL shall be considered only upon submission of satisfactory documentary evidence by the Selected Bidder. The decision to grant any such extension, including the duration thereof, shall be solely at the discretion of CESL, and CESL's decision shall be final and binding.

3.7. CESL reserves the right to purchase and distribute equipment/ material from elsewhere at the sole risk at the cost of successful bidder/contractor and recover all such extra cost incurred by CESL in procuring the material from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources etc. Further, if any extra cost is incurred by CESL due to delay in work completion by the party beyond the completion time as per PO/LOA., the same shall also be recovered from party's invoice/EMD/BGs etc.

Alternatively, CESL may cancel the order completely or partially without prejudice to his right under the alternatives mentioned above.

3.8. **Availability of Project Facilities:**

The Selected Bidder must maintain availability at a minimum of 95% uptime on a yearly basis. This shall be measured in cumulative hours at the individual Equipment level (excluding power-failure related downtime, scheduled downtime).

Example:

Total number of hours in a year	= 365 days * 24 hours in a day	= 8,760 hours
Minimum yearly uptime (@95% uptime requirement)	= 95% * 8,760 hours	= 8,322 hours

Hence cumulatively minimum 8,322 hours of uptime is required in a year for each equipment (considering no power failure / scheduled downtime)

3.9. **Penalty Provision:** CESL reserves the right to impose a penalty on performance grounds only if negligence is established from the selected bidder's end. See the table below for penalty clauses.

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#	Defined Parameter	Requirement	Validation Procedure	Penalty
1	24x7 presence of security measures (including security surveillance system or security personnel) at sites	Resolution of theft / vandalism incidents (including equipment theft / vandalism) within 7 days of the occurrence of the incident at each allocated site.	Monthly status report verification for each Project Facility by CESL.	If the Selected Bidder fails to restore the facility concerned within the aforesaid period of 7 days, penalty shall be applicable for the delayed period beyond such 7 days. The amount of penalty in this case will be as follows: **C1:** Rated Capacity of the affected item of Equipment (in kW) x delayed hours beyond 7 days in achieving operational status x quantity x applicable utilization rate x Agreed Revenue Sharing Price (INR/kWh). Applicable utilization rate = 2 x Weighted average utilization of the preceding last 3 months
2	Availability	Maintain availability of each Equipment equal to or greater than 95% uptime in a year. Note: a. Downtime due to power failure is excluded. b. Non-availability due to scheduled downtime is excluded.	Yearly downtime and maintenance report generated by CMS and verified by CESL	**C2:** Cost of revenue loss due to non-availability of particular Project Facility at the minimum 95% up time mandated in a year. The cost of revenue loss will be calculated for each Project Facility separately (applicable only in cases where mandated 95% up time is not achieved). C2 = [(Rated Capacity x (8,760 hours - Scheduled downtime hours - Power failure hours) x 95% uptime x applicable utilization rate) − Actual electricity consumption attributable to the affected Equipment] x Agreed Revenue Sharing Price

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#	Defined Parameter	Requirement	Validation Procedure	Penalty
				Applicable utilization rate = 2 x Weighted average utilization of the preceding 3 months.
3	Centralized Control Unit (CCU)	Continuous, real-time monitoring of a minimum of 75% of the total sites at all times.	Annual inspection visits of the CCU operations by CESL or its authorized representative to verify system integration, live feeds, and operational compliance	Penalty of **INR 50,000 per annum** This penalty shall continue to be levied on an annual basis until the CCU is made fully compliant as per CESL requirements.

Note: The above penalties are subject to a maximum of Performance Security Value.

In the cases of downtime recorded, the same shall be validated by CESL from the CMS platform of bidder/CESL as the case may be. Further, the bidder shall be responsible for submitting the monthly MIS report as per the format of CESL.

Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. The decision of CESL regarding such events will be final and binding on the service provider.

4. Action by CESL if H1 backs out:

4.1. After emerging as a successful bidder(s), if the bidder backs out, the bidder will be put on the holiday list of CESL for a period of one year. During this tenure, the bidder will be barred from participation in the CESL tendering process. However, the bidder(s) 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 the bidder(s) 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 the EMD amount through legal means.

4.2. If any bidder backs out after the contract agreement, CESL reserves the right to forfeit the Security Deposits / Performance Security.

5. Inspection by CESL

5.1. CESL reserves the right to contact past clients at any time post the awards of contract to ascertain the originality of the client references submitted by the bidder(s). In case the originality of the client reference cannot be ascertained, CESL reserves the right to cancel the contract and blacklist the bidder from participating in any tenders of CESL/EESL in the future.

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5.2. At any time during the contract duration, CESL can carry out random checks for compliance with the parameter provided in the SLAs and relevant penalties will apply for deviations, if any.

6. Representatives of Service Provider

6.1. Successful bidder shall intimate the details of the NODAL Officer, within one week of the issue of LOA, who shall be the single point contact from their side for all communications (technical as well as contractual). CESL also shall intimate the details of Officer-In-charge (OIC), who shall coordinate all the activities from the side of CESL. ii) The NODAL officer shall be responsible for interacting with CESL and all the other stakeholders such as PSU / Government office / firm representative, charging / swapping station in-charge etc. to ensure seamless implementation of the project.

7. Adherence to Specification

7.1. Subsequent to an LOA being placed against bidders' quotation received in response to this Tender, if it is found that the services supplied are not in accordance with CESL requirement or not satisfactory owing to any reason of which CESL shall be the sole judge, CESL shall be entitled to reject the services, cancel the contract and procure the requirement from the open market / other sources and recover the loss, if any, from the bidder(s) reserving to ourselves the right to forfeit the security deposit, furnished by the bidder(s) against the contract.

7.2. CESL reserves the right to accept or reject any quotation in full or in part without assigning any reason thereof. CESL also reserves the right to split and place order on more than one bidder.

7.3. The bidder(s) should not be on a holiday list while submitting the bid. A self-declaration by the bidder should be provided to CESL. If at any stage of tendering process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, CESL shall have the right to reject the proposal or terminate the contract without any compensation to the tenderer & forfeiture of bid security / CPG.

7.4. The bidder(s) should not have been blacklisted by Central / State Government or Public Sector Undertakings. A self-declaration by the bidder should be provided to CESL. If at any stage of tendering process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, CESL shall have the right to reject the proposal or terminate the contract without any compensation to the tenderer & forfeiture of bid security / CPG.

8. The performance of the Selected Bidder will be continuously assessed throughout the tenure of the Contract. The Selected Bidder's performance will undergo continuous evaluation against the Service Level Agreements (SLAs) throughout the contract period. If the successful Bidder's performance fails to meet the SLAs, CESL reserves the right to partially or completely cancel the order, without prejudice to its rights, at the sole risk and cost of the successful bidder.

9. Cost of Tender Document, Bid Security

9.1. Cost of Tender Document shall be accepted in the form of Account Payee Demand Draft, Banker's Cheque, or online payment.

9.2. Bid Security and Performance Security shall be accepted in the form of Insurance Safety Bonds, Account Payee Demand Draft, Banker's Cheque, online payment, or Bank Guarantee from any Scheduled Commercial Bank authorized by RBI for transacting Government business.

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ES LIMITED, C=IN
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Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

Details of such instruments are as below:

a. Insurance Safety Bonds - As authorized by RBI

b. Details for Account Payee Demand Draft - In the name of "Convergence Energy Services Limited" payable at New Delhi

c. Banker's Cheque - In the name of "Convergence Energy Services Limited" payable at New Delhi

d. Online Payment – Account Name: Convergence Energy Services Limited; Account Number: 000705051799; RTGS/NEFT IFS Code: ICIC0000007; MICR Code:

e. 110229002; Customer ID: 578807920; Account Type: Current Account; Branch: 9A, Phelps, Connaught Place, New Delhi – 110001

f. Bank Guarantee - from any Scheduled Commercial Bank authorized by RBI for transacting Government business, in relevant format prescribed in Section VI of this Tender

10. Performance Security

10.1. The Successful Bidder has to provide Performance Security in the form of following:

a. Contract Performance Guarantee (CPG) within 28 days of issuance of Letter of Award (LoA) as detailed below:

Contract Performance Guarantee (CPG) = 1.25 Crores

b. Land Lease Security (LLS) within 7 (seven) days from the COD of the respective Site, in accordance with below clauses

10.2. Following COD, CESL shall calculate the LLS for the entire Contract Period based on:

a. the actual Establishment Area;

b. the applicable JNPA Land/Estate Tariff; and

c. annual escalation of 2%;

$$LLS = \frac{\sum_{n=1}^{10}\left((Monthly\ Land\ Lease\ Rent\ x\ 12)\ x\ (1 + 2\%\ escalation)^{(n-1)}\right)}{10\ years\ of\ "Contract\ Period"}\ x\ 2years$$

Illustration:

Assuming that the Land Lease Rent for Year 1 is INR 6 Lakhs, the aggregated projected Land Lease Rent for entire "Contract Period" shall be INR 66 Lakhs.

Accordingly, LLS will be: (66 Lakhs ÷ 10 years (contract period)) x 2 years = **13.2 Lakhs**

10.3. The Selected Bidder shall submit the final as-built layout and details of the area occupied by the Project Facilities and associated fixed infrastructure at each Site at least 7 (seven) days before the anticipated COD of the respective Site.

10.4. The Selected Bidder shall submit the initial LLS within 7 (seven) days from the COD of the respective Site.

10.5. The LLS shall be renewed every 2 years and shall be calculated as per Section 4, Part C, Clause 10.2. The renewed LLS shall be submitted within 7 (seven) days from the expiry of previous LLS.

10.6. It is mandatory for the bidder to submit both CPG and the LLS.

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Failure to submit either the CPG or the LLS within the stipulated period shall be treated as non-submission of Performance Security.

10.7. Performance Security shall be accepted in the form of Insurance Safety Bonds, Account Payee Demand Draft, Banker's Cheque, online payment, or Bank Guarantee from any Scheduled Commercial Bank authorized by RBI for transacting Government business.

Details of such instruments are as below:

a. Insurance Safety Bonds - As authorized by RBI

b. Details for Account Payee Demand Draft - In the name of "Convergence Energy Services Limited" payable at New Delhi

c. Banker's Cheque - In the name of "Convergence Energy Services Limited" payable at New Delhi

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e. 110229002; Customer ID: 578807920; Account Type: Current Account; Branch: 9A, Phelps, Connaught Place, New Delhi – 110001

f. Bank Guarantee - from any Scheduled Commercial Bank authorized by RBI for transacting Government business, in relevant format prescribed in Section VI of this Tender

10.8. Performance Security should remain valid for a period as below:

Security	**Validity**
Contract Performance Guarantee (CPG)	10 years + 3 Months (claim period)
Land Lease Security (LLS)	2 years + 3 Months (claim period)

10.9. Any delay in submission of Performance Security would be deemed as accruing of financial benefit to the Selected Bidder(s) and CESL may take necessary interest penalty recovery action (interest @ SBI's MCLR + 2 %) from the Bidder(s) for the period of delay. CESL will be raising the bills/invoices for the interest amount levied against the delayed submission of Performance Security and the selected bidder has to release the payment within 10 days from the date of invoice. However, this provision does not bind CESL in any way from proceeding against the Selected Bidder (including forfeiture of Bid Security, cancellation of the LoA/PO, etc.) for non-compliance towards non-submission of the Performance Security.

10.10. In case the selected bidder(s) provides Performance Security for shorter duration, it shall be for a minimum period of 3.5 years and CESL reserves the right to invoke Performance Security in case extended Performance Security/ fresh Performance Security is not furnished at least 90 days prior to the expiry of original Performance Security. In this regard, further an undertaking must be submitted by the selected bidder(s) that if the selected bidder fails to provide second performance security, then CESL has the right to impose penalty and forfeit the original performance security.

10.11. Apart from above, it is also to be ensured that vendor will submit an undertaking on its letter head having the following clause:

10.12. "(Name of the supplier) shall be liable to extend this Bank Guarantee from time to time for such period as directed by CESL. However, if the (Name of the supplier) is unable to extend the Bank Guarantee as directed by CESL due to the reasons not attributable to (Name of the supplier) or Bank denies for such extension (the same is required to be established by (Name of the supplier)

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through documentary evidence), then (Name of the supplier) shall extend this Bank Guarantee from some other Bank as per the relevant provisions of the Contract before expiry of original Bank Guarantee. (Name of the supplier) unequivocally agrees that provision for extension of Bank Guarantee is to protect the genuine commercial interest of CESL and is not an onerous act on (Name of the supplier).”

10.13. In case of submission of new CPG, following para may be added in the new CPG to maintain continuity:

10.14. “We undertake to pay you, upon your first written demand (at any time during entire duration of the contract including Contract period prior to issuance of this Bank Guarantee) under the Contract, without cavil or argument, any sum or sums within the limits as mentioned aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.”

10.15. No interest on Performance Security will be payable to the Selected Bidder(s). Under no circumstances, exemption from Performance Security is permitted.

10.16. The Bank Guarantee for Performance Security shall be considered effective only when BG issuance message is transmitted by the issuing bank through SFMS to CESL’s Bank as per below given details:

ICICI Bank include unique identifier CESL578807920 in the field 7037 of the SFMS cover message with IFSC Code ICIC0000007

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

11. Adjudicator

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

12. 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.

13. Safety, Labour Law, And Statutory Compliance

The Bidder selected through this bidding process is to ensure all safety guidelines, rules and regulations, labour laws, statutory compliances, etc. Successful Bidder indemnify CESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation

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sought by its labour, employee or any other person working for him shall be paid by successful bidder as per settlement solely. CESL has no role to play in this matter.

CESL would not be responsible for any lapse on the part of the supplier/contractor/agency in compliance of the provisions of any Labour Acts/Laws, viz. Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971, Industrial Dispute Act, 1947 and (Central) Rules 1957, Employees' State Insurance Act, 1948

(ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 (EPF), Gratuity, Bonus and any other provisions of the laws in force, etc. CESL will not assume any responsibility thereto. CESL shall not be responsible to bear any extra cost due to any statutory/other obligations arising during the currency of the contract.

The Bidder shall keep CESL indemnified from any liability that may arise on account of action

of its staff because of the performance or non-performance by the contractor/supplier/agency of any of the terms and conditions of the LoA or any law in force.

The bidder shall be solely responsible for payment of wages/salaries and allowances to their personnel, and for any increase thereof that might become applicable under any applicable/new act or order of Government.

The bidder will be responsible for compliance with all Central and State laws as per rules/regulations/byelaws and orders of the local authorities and statutory bodies as may be in force from time to time during the contract period. CESL at its discretion may ask for necessary proof for adherence of these statutory norms. PF and ESI challan shall be mandatorily submitted along invoices.

14. The Bidder shall be deemed to have examined the Bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the Works in line with the technical specifications and Scope of Work specified in the document at the offered rates and to have satisfied himself to the sufficiency of his Bid. The bidder shall be deemed to know the scope, nature and magnitude of the work and requirement of materials, equipment, tools and labor involved, wage structures and as to what all works he has to complete in accordance with the Bid documents irrespective of any defects, omissions or errors that may be found in the Bid documents.

15. Signing the Contract Agreement:

The contractor/supplier shall submit Contract Agreement on a INR 100/- denomination stamp paper (two original copies) within 28 days from the date of issuance of LOA, to Contracts Dept., CESL for execution. The date of purchase of stamp paper should be after the date of issuance of LoA. The purpose on stamp paper should be written as Contract Agreement.

16. Transportation, Demurrage Wharfage, etc.

Successful bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc. Successful bidder indemnifies CESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by successful bidder as per settlement solely. CESL has no role to play in this matter.

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17. Price Basis: Price quoted in the bid must be firm and shall remain firm during currency of the Contract.

18. Restrictions on Procurement from a Bidder of a Country which shares a land Border with India:

1. As per Order No.: F.7/10/2021-PPD (1) Dated 23.02.2023 issued by Department of Expenditure, Any Bidder which shares a land Border with India shall be eligible to bid in any procurement whether of goods, services (including Consultancy and Non-Consultancy Services) or works (including Trunkey projects) only if bidder is registered with competent authority as specified in order.

AND

2. Any Bidder who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to be in any procurement whether, 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

   i "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

   ii "Bidder (or Entity) which shares land border with India" shall mean:

      a) An Entity which 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 the country; or An Indian (or other) agent of such an entity; or

      e) Any natural person who is a citizen of such a country; or

      f) A consortium or Joint venture where any member of consortium or Joint venture falls under any of the above.

   iii The beneficial owner for the purpose of (ii) (d) above will be under:

      I. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interests or who exercises control through other means.

         Explanation

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

         - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights.

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

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

IV. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official

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

VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

- A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of goods, be deemed to be an agent for the purpose of this Order,
- However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an agent

VII. Further, the successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

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 with the same. Bidder should refer to the above-mentioned order for clarification over definitions and clauses as applicable.

19. 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-

- Only ‘Class-I Local Suppliers’ and ‘Class-II Local Suppliers’ are eligible to bid in this tender.
- Margin of purchase preference applicable to ‘Class II Local Supplier’ is 20%.

The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format. (Only Class-I and Class-II Local Suppliers with minimum local content of 50% and 20% respectively, are eligible to bid in this tender in conformance with the order for “Public procurement (Preference to make in India) to provide for Purchase preference (linked with local content in respect of Power sector)” issued vide ref no. A-1/2021-FSC-Part (5) GoI, MOP Dated 16.11.2021.)

The ‘Class-I or Class-II local supplier’ shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered

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accountant (in respect of suppliers other than companies) giving the percentage of Local Content and shall give details of the location(s) at which value addition is made. Any false declaration regarding Local Content by the bidder shall be taken in line with provisions of the PPP MII Order.

Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

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.

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 along with such other actions as may be permissible under law.

DEFINITIONS: -

"Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent

"Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017, Notified vide Order No. P-45021/2/2017-PP (BE-II) issued by Department of Promotion of Industry and Internal Trade dated 16.09.2020;

'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017, Notified vide Order No. P- 45021/2/2017-PP (BE-II) issued by Department of Promotion of Industry and Internal Trade dated 16.09.2020;

"Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class II local supplier' under the Public Procurement (Preference to Make in India), Order 2017, Notified vide Order No. P-45021/2/2017-PP (BE-II) issued by Department of Promotion of Industry and Internal Trade dated 16.09.2020.

20. Bid Security/Earnest Money Deposit (EMD):

Amount of Bid Security: As mentioned in Section-1.

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The bidder shall furnish, as part of its bid, a bid security in a separate envelope. The bid security shall, at the bidder's option, be in the form of a Banker's cheque, Demand Draft in favour of "Convergence Energy Services Limited" or a bank guarantee as per format at Attachment-2 of Section-6. Bid security/EMD shall remain valid for a period of 45 days beyond the original bid validity period of 180 days, i.e., 225 days from date of techno-commercial bid opening. If there is any extension in bid validity period, then CESL may ask the bidder to extend the validity of bid security.

The details of EMD instrument have to be submitted in relevant field/column of online module. Tenders without Earnest Money Deposit are liable to be rejected. It should be ensured by the vendor that the original DD/ BG is received by CESL before opening time of techno-commercial bids for verification of the details of DD/BG given online by the vendors.

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 Cost 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.

The bid securities of unsuccessful bidders will be returned as promptly as possible after the award is made to highest evaluated technically acceptable bidder.

The bid security of the successful bidder will be returned when the bidder has signed the contract agreement and has furnished the required performance security.

The bid security may be forfeited if:

a) If the bidder withdraws its bid during the period of bid validity as specified in the bid.

b) If the bidder does not accept computational/arithmetical error correction made by CESL and as explained in "Financial Evaluation" section of the Bid/ RfP document.

c) If the bidder does not accept assumptions, estimations etc. used for evaluation of bids as specified by CESL in tender documents and revision of his bid accordingly, in case other assumptions are used. If the bidder does not accept the sharing as specified in the bid.

d) If the Bidder refuses to withdraw, without any cost to the CESL, any deviation not listed in Attachment-5 but found elsewhere in the bid; or

In the case of successful bidder, if the bidder fails to sign the contract agreement within 28 days of placement of LoI/Award letter and to furnish the required contract performance guarantee, in accordance with the tender document.

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Annexure 1

(To be filled online on e-Tendering portal)

Name of the Work : "**Selection of Charge Point Operator (CPO) or Battery Swapping Operator (BSO), for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W, on a Build-Own-Operate-Maintain (BOOM) model of CESL, in identified locations at Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai, Maharashtra.**"

NIT/Bid Document No.: CESL/XX/XXXX

NIT/Bid Date: DD/MM/202Y

Price-Bid Format (Revenue Sharing by BIDDER) (For Reference Purpose Only, please fill it online only) Name of work: Selection of Charge Point Operator (CPO) or Battery Swapping Operator (BSO), for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W, on a Build-Own-Operate-Maintain (BOOM) model of CESL, in identified locations at Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai, Maharashtra. [To be Filled Online Only] CESL terms of reference for Revenue Sharing are as mentioned below:

1. Criteria (Revenue Sharing)

The Selected Bidder shall share the revenue with CESL at the "Agreed Revenue Sharing Price", expressed in INR/kWh, in accordance with the terms and conditions of the RfP.

Revenue sharing to be quoted by the bidder.

Parameters	**Unit Price (Rs/kWh) (Excl. GST)**
Min Charges to be paid to CESL (A)	1.5
Bid Parameter (B)	n
Agreed Revenue Sharing Price to CESL by Bidder (A+B)	1.5 + n
Service charge ceiling limits (INR / kWh)	Applicable as per MoP guidelines

Note:

i. The bidders are advised to quote only the values for **B (Bid Parameter).** While the agreed revenue sharing price (in INR / kWh) shall be calculated as Minimum chargers to be paid to CESL (A) + Bidding Parameter (B).

   In addition to Revenue Sharing, the Selected Bidder shall be paying "Land Lease Rent" in accordance with Section 4, Part B, Clause 8.3 of the RfP.

ii. Here 'n' (INR/kWh) indicates the bidding price and should be greater than zero. In case of negative bidding, the bid shall be outrightly rejected.

iii. The bid price shall be quoted excluding GST

iv. The bidders are advised to quote the price (INR / kWh) only up to two decimal places.

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v. In the case of the Agreed Revenue Sharing Price (in INR / kWh) for two or more bidders being equal, CESL may decide on higher financial turnover of the bidder(s) and the decision in same will be binding.

vi. The bidder shall be entitled to charge or determine a service fee from the end customer, at the rates determined and shall comply to latest CEA/MoP/SERC/State regulations/amendments or as per latest guidelines/amendments issued by authorized Govt agency

vii. Service charge shall have a ceiling limit and may be subject to periodic adjustments

viii. The Bidder needs to quote price mandatorily for complete Scope of Work, else, the quotation shall be liable for outright rejection.

ix. The price should be FIRM and should remain valid for entire Contract Period from the date of issuance of LOA. Prices once quoted shall remain firm, and not be subject to any escalation, till completion/execution of the contractual assignments/work and till the contract's validity's extension, if any.

x. The Bidder quoting the Highest Price (H1 Bidder) shall be considered the "Successful Bidder"

xi. The Selected Bidder(s) shall need to be mandatorily registered with the relevant Tax Authority(ies) for the LOA items (services, where applicable), and furnish photocopy of its tax registration certificate(s) and PAN along with each Tax invoice.

xii. Deposit of all statutory taxes, duties, levies, etc. to government authorities shall be the sole responsibility of the Selected Bidder(s) and the Selected Bidder(s) shall indemnify CESL for any tax claims/problems, etc. with the statutory authority/Government or State authorities.

xiii. Income tax, TDS, statutory taxes etc. will be deducted at source by CESL as per government policies.

xiv. Benefit of any reduction in taxes & duties during the execution of contract shall be passed on to Selected Bidder(s).

xv. Applicable taxes, duties, cess, etc. shall be paid on actuals as applicable in the State where the services are delivered, provided that the Selected Bidder(s) is registered with the relevant tax authorities.

xvi. CESL reserves the right to accept or reject any quotation or part without assigning any reason.

xvii. CESL reserves the right to seek details on cost, overheads, etc. Such information will be treated confidentially.

I / We have read all the terms and conditions of the Tender / IFB / NIT and the Annexure(s) thereto and agree to accept and abide by the same in total. The above quotation has been prepared after taking into account all the terms and conditions of the Tender / IFB / NIT.

(SEAL)

Signature of Tenderer or Their Authorized Representative: …….....

Dated: Name & Address of Tenderer: Fax No: ……

Phone No: ……

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Annexure-2

Eligibility and Qualification Requirements:

This Invitation for Bids, issued by the Employer is in Open Tendering Mode. The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the tender document to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer's interpretation of the tender document which shall be final and binding. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the bid, as well as other information as the Employer deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer. The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract. An affirmative determination will be a prerequisite for the Employer to evaluate the Techno - Commercial Part and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.

A. Eligibility Criteria:

Participation in this RfP is open to all Bidders who fulfil the 'Eligibility' and 'Qualification' criteria. Bidders should meet the following eligibility criteria as of the date of their Bid submission and should continue to meet these until the subsequent RfP process and contract award.

A. Eligibility Criteria:

Sl. No.	Eligibility Criteria	Documents to be Submitted for Compliance by the Bidders
1.	Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956 and any amendment thereof) OR A registered partnership firm (registered under section 59 of the Partnership Act, 1932 and any amendment thereof) OR A limited liability partnership (under the Limited Liability Partnership Act, 2008 and any amendment thereof) OR Proprietorship firm **(Consortium/JV is allowed in the tender)**	Copy of certificate of incorporation / Memorandum of Association /Article 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 copies are to be submitted.
2.	PPP MII guidelines issued by Govt. of India shall be applicable for this tender. Only Class-I and Class-II Local Suppliers with minimum local content of 50% and 20% respectively, are eligible to bid in this tender in conformance with the order for "Public procurement (Preference to make in India) to provide for Purchase preference (linked with local content in respect of Power sector" issued vide ref no. A-1/2021-FSC-Part (5) GoI, MOP Dated 16.11.2021	The Bidder shall give a self-certification in his bid in the enclosed format at relevant Attachment of the RfP document, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class –I or Class-II local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of tenders above Rs. 10 Cr, the 'Class-I or Class-II local supplier' shall provide a certificate from statutory auditor or

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User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

Sl. No.	Eligibility Criteria	Documents to be Submitted for Compliance by the Bidders
	NOTE: - Only Class-I & Class-II local suppliers as defined in the above tender are eligible to take part in this bidding process.	cost auditor of the company (in the 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 as per the format at relevant Attachment of the RfP document
3.	Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following: · Not from a country which shares a land border with India OR · Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above. The definition of "Bidder" from a country which shares a land border with India shall be as in paragraph 8 of the above-mentioned order. Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order.	Bidder to submit a Declaration on Company's Letter Head as per relevant Attachment of the RfP Document.
4.	Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work	Bidder to submit Self Declaration on Company's Letter Head as per relevant Attachment of the RfP Document. In case any Bidder is blacklisted/debarred by any regulatory/ statutory body/ Central/State/UT Government or any Public sector entities, then such Bidder is required to submit following details: a) Date and validity of blacklisting/ debarment. b) Name of regulatory/ statutory body/ Central/State/UT Government or Public sector entities who has issued such blacklisting/ debarment. c) Reason for blacklisting/debarment.

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Sl. No.	Eligibility Criteria	Documents to be Submitted for Compliance by the Bidders
		d) Letter /Notification of blacklisting/ debarment. Based on aforesaid details provided by the Bidders, CESL shall analyze and decide the case in line with applicable guidelines/notification of Government of India / CESL.

B. Qualification Requirement: The qualifications to be met by each Bidders are as follows:

S. No.	Criterial	Details of document submitted by the bidder
Only the Bids of the Bidder meeting above Eligibility Criteria shall be considered for assessment of next stage of assessment of Qualification Criteria.		
1) Technical Qualification Criteria The bidder has to fulfill the following Technical Criteria:		
a.	The Bidder should have manufactured and supplied at least twenty 20 N3-category e-Trucks during the last five (5) years ending on the Relevant Date; Or The Bidder should have established (erected and commissioned) at least 1 no e-Truck Battery Swapping Station and at least 2 EV Charging Stations (180 kW and above), during the last five (5) years ending on the Relevant Date; Or The Bidder should have manufactured and supplied N3-category e-Trucks having an aggregate value of at least INR 15 crore during the last 5 years ending on the Relevant Date; Relevant date is 31st March 2026	Documents to be submitted: 1. A certificate issued by a Chartered Accountant or Statutory Auditor, in the format provided in Annexure-3, along with the relevant work orders, Letters of Award, agreements or other documentary evidence and the relevant completion or commissioning certificates.
b.	At least 5 numbers of N3 Category e-Trucks should be in successful operation for within last 2 years on the date of bid opening. Or At least 1 no. of e-Trucks Battery Swapping Station and 2 nos. EV Charging Stations (180 kW and above) should be in successful operation for within last 2 years on the date of bid opening.	
2) Financial Qualification Criteria: For meeting financial qualification criteria, the bidder should satisfy the technical criteria mentioned above		
a.	The Bidder should meet the Minimum Average Annual Turnover (MAAT) criteria of **INR 7.34**	Annual Report (audited balance sheet and profit & loss account of the last 03 Financial Years i.e. 2023-24, 2024-25 and 2025-26.

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	Crores. The MAAT shall be calculated as an average turnover of the last 3 years. MAAT Means Revenue from Operations. Note: In case of consortium the combined turnover of all the consortium partners shall be considered. Further, 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.	In case of Proprietorship/partnership, ITR along with management signed accounts to be submitted if audited is not required.
b.	The net worth of the Bidder firm I. should not be negative on 'The Relevant Date' and, also II. should not have eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'. Relevant date is 31st March 2026 Note: In case of consortium, this condition is to be filled by all the members individually. *Note: For the purpose of checking the erosion, the net worth of the immediately preceding final year (say Year-1) shall be compared with that of Year-2 and Year-3 both.*	Annual Report (audited balance sheet and profit & loss account of the last 3 Financial Years i.e. 2023-24, 2024-25 and 2025-26. In case of Proprietorship/partnership, ITR along with management signed accounts to be submitted if audited is not required.

Following are the terms and conditions of Formation of Consortiums:

i. A legally enforceable Consortium Agreement (As per format given Annexure-5 must be submitted with the bid, designating a Lead Member and specifying each member's roles, responsibilities of the consortium thus constituted.

ii. The Bid must also include signed consent from each Consortium Member, confirming agreement to the bid terms (As per Annexure-6 of this Amendment), as well as Board Resolutions from the Lead Member authorizing their representatives to execute necessary documents. (As per Annexure-7 of this amendment)

iii. Each party entering into a Consortium arrangement for the purpose of participating in this tender shall provide the following Power of Attorney

iv. A duly executed Power of Attorney appointing the Lead Member of the Consortium as the lawful attorney to act on behalf of the Consortium in connection with the submission of the Consortium's Bid, including signing and submitting the Bid and all related documents, making representations, providing information/responses, and representing the Consortium in all matters related to the Bid until the completion of the bidding process.

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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

v. Confirmation of agreement to appoint the Lead Member as the lawful attorney, and agreement to ratify and confirm all actions taken by the Lead Member pursuant to the Power of Attorney, which shall bind each member of the Consortium.

vi. Specimen signatures of the Lead Member and the authorized representative of each member of the Consortium, attested by a Notary Public.

vii. Failure to provide the required Power of Attorney may result in the rejection of the Consortium's Bid.

viii. The term Bidder used hereinafter would therefore apply to both a single entity and a

Consortium: A consortium of maximum three members is allowed in this RfP.

ix. In case of consortium, all members should mandatorily meet either of the condition/s mentioned at S.No.1 of 'Qualifying Requirement' (QR).

x. In case of Consortium/ JV, either one may act as a lead member.

xi. Lead Bidder accepts primary responsibility for providing a robust and quality product meeting technical specifications of tender.

xii. In case, bidder is a consortium, the combined annual turnover of all the consortium members shall be considered for meeting the QR condition. However, each partner must meet Net Worth Criteria Individually. Other income shall not be considered for arriving at annual turnover.

xiii. In case, bidder is a consortium, experience of all the consortium members shall be considered for meeting previous works experience criteria defined.

xiv. Member of any Consortium Firm shall not be permitted to participate either in individual capacity or as a member of any other Consortium Firm in the same tender. Submission or participation in more than one bid will cause disqualification of all the proposals submitted by the bidder.

xv. All formalities in respect of submission of tender shall be done only in the name of 'Lead Member' and not in the name of Consortium Firm. However, name & other details of both the members of Consortium/ Firm should be clearly mentioned in the Bid/Response.

xvi. A copy of Consortium Agreement executed between the members of Consortium shall be submitted along with the tender. The complete details of the members of the Consortium/ Firm, their share and responsibility in the Consortium etc. particularly with reference to financial, technical and other obligations shall be furnished in the Agreement.

xvii. Once the offer/ bid is submitted, the Consortium Agreement shall not be modified / altered/ terminated during the period of execution including any extension thereafter by CESL or validity of any letter of award awarded to the said Consortium Firm. In case, the tenderer fails to observe/comply with this stipulation, the full Security Deposit/ Earnest Money Deposit (EMD)/Performance Bank Guarantee (PBG) shall be liable to be forfeited.

xviii. A duly notarized agreement of Consortium Firm shall be executed between the 'Lead Member' and Consortium Partner(s). This Agreement should be submitted in original with your offer/ bid(s).

xix. Authorized Member of Consortium Firm: 'Lead Member' shall be authorized on behalf of Consortium Firm to deal with the CESL, sign the agreement or enter into contract in respect of the said tender, to receive payment and such activities in respect of the said tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this 'Lead Member' of Consortium Firm.

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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

xx. Required Tender Fee & EMD shall be submitted either by the 'Lead Member' or by the 'Joint Venture/Consortium Firm' itself. In case of submission of processing fee by the 'Lead Member' it should be deemed as processing fee submitted by the Consortium/Jo Venture Firm.

xxi. Duration of Consortium Agreement shall be valid during the entire execute in period/ validity of letter of award and any extension thereafter /currency of the contra t including the period of extension, if any

xxii. Any change in constitution of Consortium Firm shall not be allowed.

xxiii. On award of any contract to the Consortium/ Firm, a single Performa i.e Bank Guarantee shall be submitted by the Consortium/ Firm as per tender conditions. All the Guarantees like Security Deposit, Earnest money Deposit, Performance Guarantee, Bank Guarantee for Mobilization Advance etc. shall be accepted either only the name of 'Lead Member' or in the name of 'Joint Venture/Consortium Firm' and splitting of guarantees among the members of Consortium shall be permitted.

xxiv. Members of the Consortium Firm shall be jointly and severally liable to the CESL for execution of the project/ Work/ Assignment etc. The Consortium members shall also be liable jointly and severally for the loss, damages caused to the CESL during the course of execution of any awarded contract or due to non-execution of the contract or part thereof. Governing Laws for Consortium/ Firm: The Consortium Agreement in all respect be governed by and interpreted in accordance with Indian Laws. **Notes:**

A. Notes to the QR:

#	Notes to the Qualification Requirement
1	**Financial QR:** **The Bidder shall also furnish documentary evidence/ declaration regarding Financial re-structuring of the company, if any. If the opening of the bids or the ascertainment of qualification is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected.** • *In case of proprietorship/ partnership (as applicable as per sl.no-1 of Eligibility Criteria), ITR along with management signed accounts to be submitted, if audit is not required.* • *In case of Proprietor / Partnership firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder.*
2	For Start-up firms as per Gazette Notifications dated 17-Feb-2016, G.S.R. 180 (E) and MSEs, relaxation will be given in this tender as per Clause No. 2.4 of Section-2 of this tender.
3	**In case of holding company: -** The holding subsidiary relationship should be in existence for at least one year as on the date of submission of the bids.

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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

	• *The financial standing credential of holding company can be clubbed with only one of the fully owned subsidiary bidding company with appropriate legal documents providing such ownership.* All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief.

B. During RFP Process, while original documents/ certificates are called for to authenticate the qualification claimed, the following may be kept in mind:

i. The Bidder shall submit the audited balance sheet and/or banking reference along with their RFP proposal. An authorized representative of the Vendor must sign the statement.

C. Clarifications on Bidding documents -Supplement clause 4.2 of Instruction to Bidders, Section-2 with following:

i. During Bid evaluation, CESL may, at its discretion, ask the Bidder for a clarification of its Bid in case of erroneous / non-submission of following documents (as applicable):

- Online Payment Acknowledgement towards the Bid Document Fee (applicable only in cases where online Payment towards Bid Document Fee is paid, prior to deadline for submission of Bids)
- MSE certificate for the Tendered item/ valid NSIC Certificate with the mention of Tendered item in the certificate. The issuance date for aforesaid certificates must be prior to deadline for submission of Bids.
- Formats and Attachments under Section – 6: Forms & Procedures
- Other documents/details of historical nature such as certificate of incorporation, complete Audited Annual Reports together with Audited Statement of Accounts, Experience Certificate issued by Utility/Employer for work completed/executed prior to deadline for submission of Bids, etc.
- Any other documents/details/information of historical nature.

ii. CESL may give the Bidder not more than 5 working days' notice to rectify/furnish such documents, failing which the Bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.

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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

Annexure - 3

Technical Qualification Compliance Form

1 General Information

Name of the Bidder:
Name of the Lead Member, in case of a Consortium:
Consortium Member whose credentials are being submitted:

2 Compliance with Technical Qualification Criterion

Alternative 1: N3-Category e-Trucks

#	Name of Customer	WO/PO Number and Date	Description of N3-Category e-Truck	Number of e-Trucks Supplied	Date of supply	Supporting Document Reference

OR

Alternative 2: e-Truck Battery Swapping and EV Charging Stations

e-Truck Battery Swapping Station

#	Name of Client/Owner	Location	WO/ Agreement No. and Date	Date of Establishment / Commissioning	Nos	Operational status	Supporting Document Reference

EV Charging Stations

#	Name of Client/Owner	Location	WO/ Agreement No. and Date	Date of Establishment / Commissioning	Capacity (kW)	Nos	Operational status	Supporting Document Reference

OR

Alternative 3: Value of N3-Category e-Trucks

#	Name of Customer	WO/PO Number and Date	Description of N3-Category e-Truck	Number of e-Trucks Supplied	Date of supply	Value in INR (excl. GST)	Supporting Document Reference

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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

3 Bidder's Declaration

We hereby certify that the information and documents submitted in this Form are true, complete and correct. We further confirm that the credentials stated above relate to works, supplies or projects completed or undertaken by the Bidder or the identified Consortium Member.

We understand that CESL may verify the information and documents submitted by us from the concerned clients, customers, authorities or other relevant sources. Any false statement, misrepresentation or submission of forged or misleading documents may result in rejection of the Bid, forfeiture of the Bid Security and other action in accordance with the RfP and Applicable Laws.

Name of the Bidder/Lead Member: _____

Name of the Authorized Signatory: _____

Designation: _____

Signature: _____

Date: _____

Place: _____

Seal: _____

Signature :-
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a
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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

Annexure – 4a

Site-wise Assessment

1. Centralized Parking Plaza (CPP)

Project Facility	e-Truck Battery Swapping with High-capacity charging station	**Truck parking capacity**	~2,800 trucks

Proposed layout — EVCI/BSS location marked

Site photograph — CPP truck plaza

Key observations from the site visit:

- Fully operational truck plaza with a paver-block surface in good condition; ~2,800-truck parking capacity.
- Predominantly used by factory-stuffed export container trucks (Direct Port Entry route) from the hinterland carrying loaded export containers, waiting for ship loading.
- Average waiting time of 8–10 hours (up to 1–2 days).

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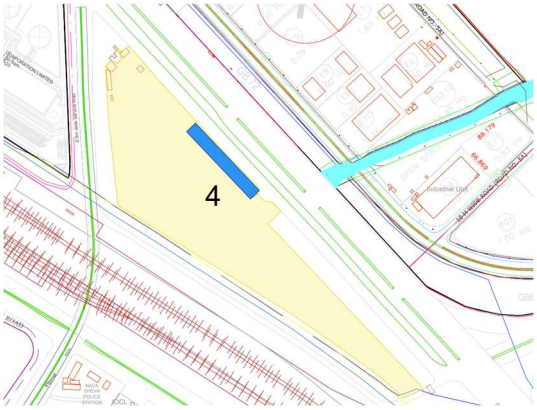
ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

2. Parking 4

Project Facility	e-Truck Battery Swapping with High-capacity charging station	**Truck parking capacity**	~650 trucks



Proposed layout — Parking 4

Site photograph — Parking 4

Key observations from the site visit:

- Largest existing parking site; paved; ~650-truck capacity.
- Used by both empty trailers and container-loaded trucks (greater share of empty trailers).
- Paved surface and high truck throughput make it a strong candidate for an e-truck BSS / charging station.

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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

3. Parking 10-SEZ

Project Facility	EV Charging Station	**Parking capacity**	Mixed (2W/3W/4W, buses)

Proposed layout — Parking 10 (SEZ)

Site photograph — SEZ entrance lot

Key observations from the site visit:

- Paved lot at the SEZ entrance gate, touching the highway – prominent, high-visibility frontage.
- All segments (2W, 3W, 4W, buses, trucks) observed parking here.
- Residential complex coming up opposite the site – growing local charging demand; a strong candidate for a mixed EVCI/BSS.

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4. Parking 11-PUB (PUB Backyard)

Project Facility	EV Charging Station	**Parking capacity**	Mostly 4W

Proposed layout — Parking 11 (PUB)

Site photograph — PUB backyard car park

Key observations from the site visit:

- Large surfaced car park serving the Port Users Building (PUB) – customs and admin offices around it.
- Dense 4W occupancy with predictable office-hours dwell; green-plate EVs already parked here.
- Well-suited to E4W charging and to absorbing the EVCI capacity not deployable at Parking 8.

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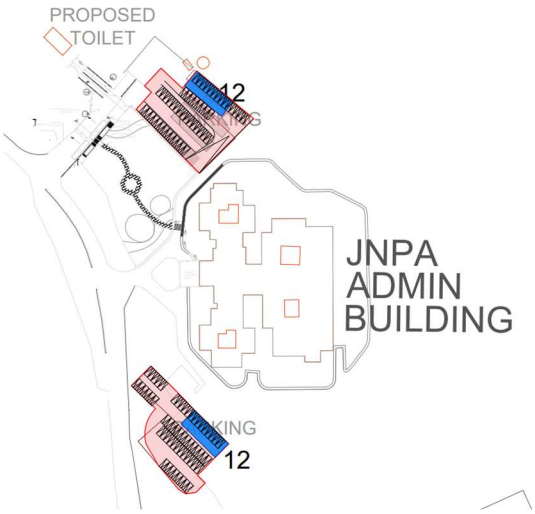
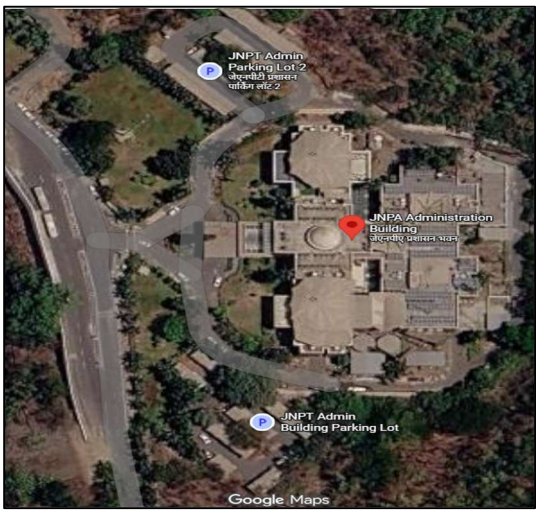
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

5. Parking 12-Admin (Administrative Building)

Project Facility	EV Charging Station	**Parking capacity**	Mostly 4W (& few 2W)



Proposed layout — Parking 12 (Admin)



Satellite photograph — Administrative building parking

Key observations from the site visit:

- Two parking lots are available at the administrative building.
- Officials' and staff vehicles parked (mostly 4W)
- Predictable office-hours dwell – suitable for E4W charging at one of the lots.

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Annexure – 4b

Indicative Layouts

The following indicative layouts illustrate the typical space planning and configuration for the infrastructure types proposed at JNPA. All layouts are indicative and not to scale; final designs will be confirmed at the detailed-engineering stage based on site-specific surveys and load assessment.

1. E-Truck Battery Swapping Station (7+1 configuration)

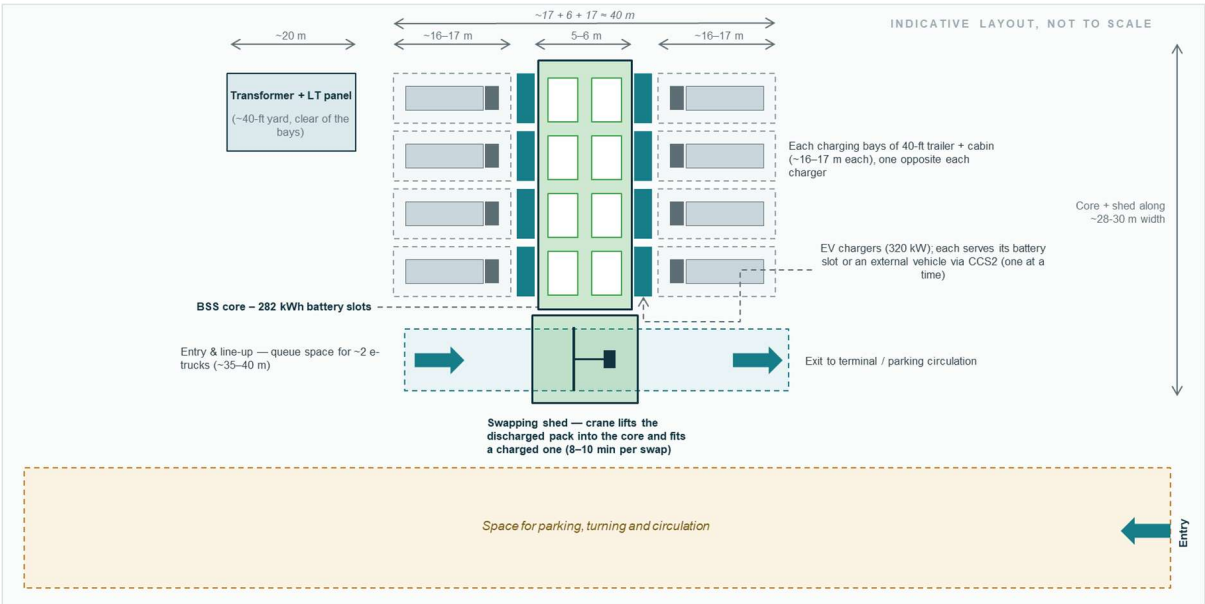

Figure 1: Indicative layout – e-truck battery swapping station, not to scale

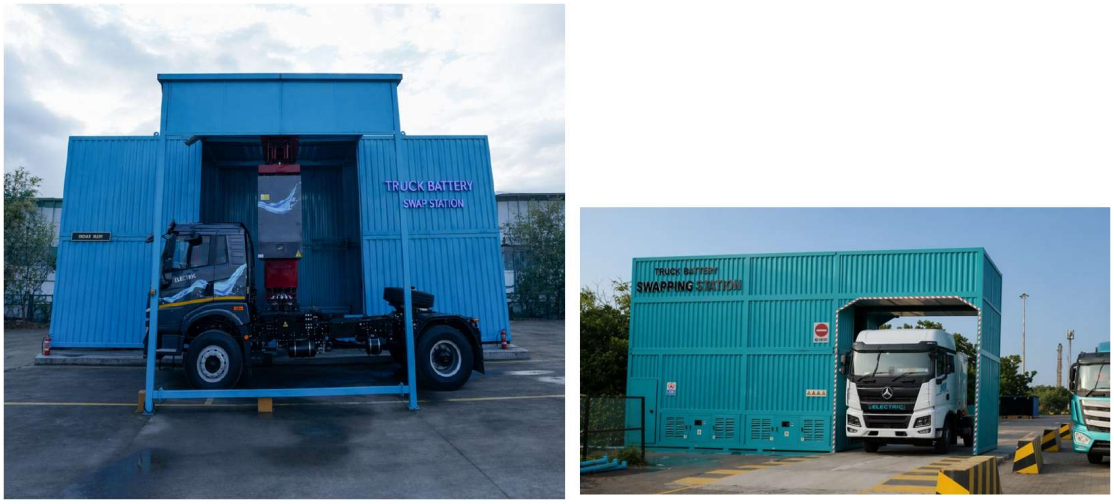

Figure 2: Reference photographs – e-truck battery swapping station

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Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

2. **EV Charging Station for E4W and E2W/E3W (60 kW + 10 kW)**

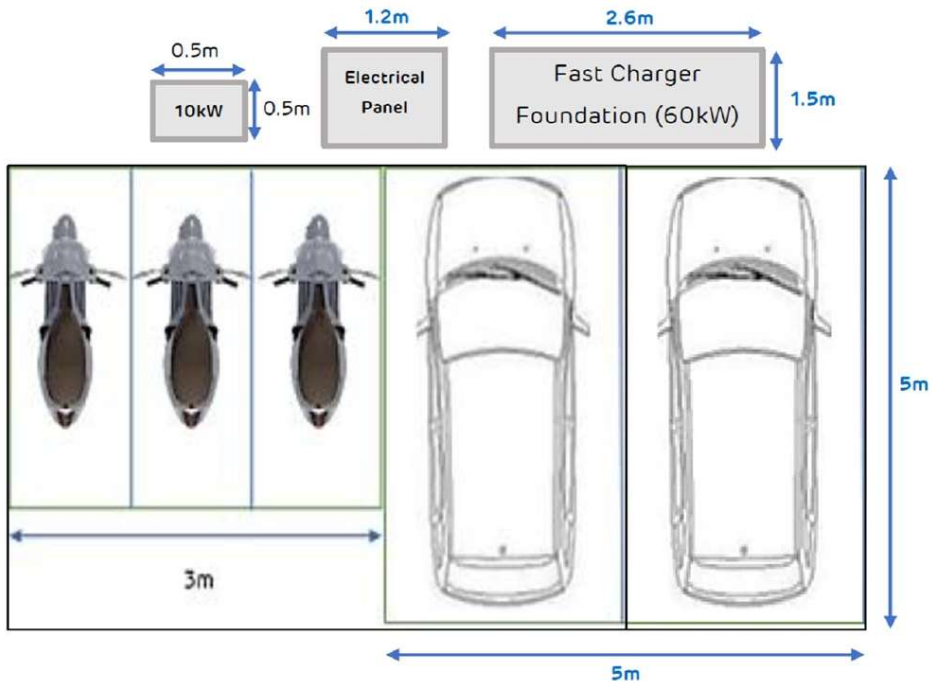

Figure 3: Indicative layout – EV charging station (60 kW fast + 10 kW slow), not to scale

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3. Battery Swapping Station for E2W / E3W

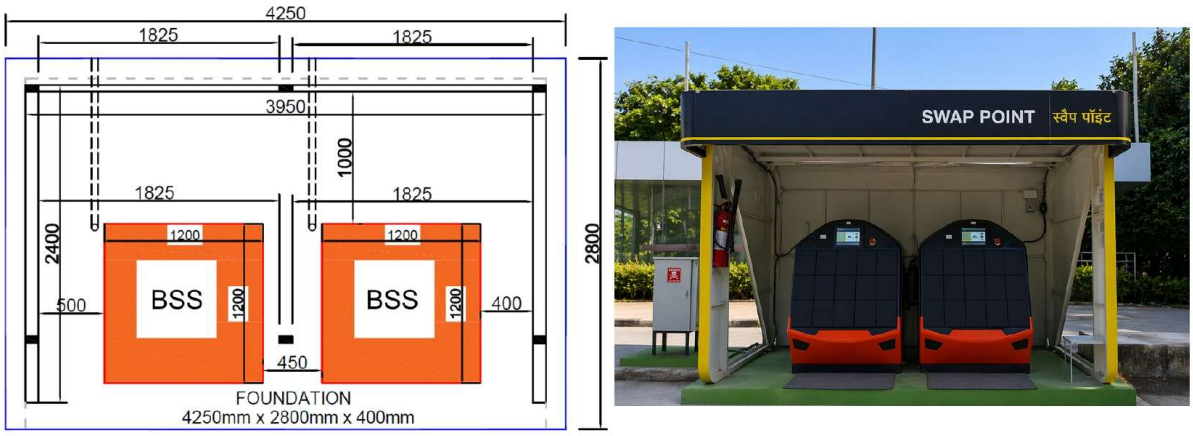

Figure 4: Indicative layout and view – battery swapping station for E2W / E3W, not to scale

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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

Concession Agreement

This Concession Agreement (the "**Agreement**") is entered into on this ___ day of [Month and Year] at _____[Place]

BY AND BETWEEN

Convergence Energy Services Limited, a wholly owned subsidiary of EESL, a JV of PSUs of Ministry of Power, Government of India incorporated under the laws of India and having its registered office at **9th Floor, Jeevan Prakash Building, 25, KG Marg, Connaught Place, New Delhi – 110001** (hereinafter referred to as "**CESL**" which expression shall mean and include its successor(s), administrator(s) and assigns) of the **FIRST PART**;

AND

_____ [CPO/BSO Name], having its registered office at _____ [Address], hereinafter referred to as "**CPO/BSO**", which expression shall mean and include its successor(s), administrator(s) and representatives) of the **SECOND PART**.

'CESL' and '**CPO/BSO'** are hereinafter referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS:

A. CESL collaborates with various stakeholder entities (including Central Govt./State Govt. organizations/PSUs/ULBs) to promote e-mobility in India by encouraging faster adoption of electric vehicles, for which CESL intends to facilitate development of infrastructure for EV charging through the identification and facilitation of suitable locations for development of Battery Swapping Station for e-trucks & Charging Point(s)/EV Charging Infrastructure/BSS for electric vehicles;

B. CESL through its Detailed Invitation for Bids (IFB) dated ……...2026 and Tender Document No. …….dated …….2026 had invited Bids from eligible CPO/BSOs for **"**Selection of Charge Point Operator (CPO) or Battery Swapping Operator (BSO), for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W, on a Build-Own-Operate-Maintain (BOOM) model of CESL, in identified locations at Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai, Maharashtra**"** basis on land parcels that CESL shall aggregate from government entities i.e. Municipalities, PSUs, Government bodies, etc., as part of the said Asset-Lite Model (the "**Project**").

C. As a part of this process/ model, CESL shall enter/ has entered into agreement(s) with land owning agencies on a revenue basis in line with the model revenue sharing agreement approved by Ministry of Power, Government of India vide their guidelines for installation and operation of EV charging infrastructure- 2024 dated 17th September, 2024 & Guidelines for Installation and operations of Battery Swapping stations dated 10.01.2025 and subject to changes as per Amendments in MoP guidelines as and when notified or as mutually decided. All applicable land lease rent/charges payable to the land-owning agency in respect of the land/area utilized for setting up and operation of the EV charging stations/BSS shall be borne and paid by the CPO/BSO to CESL**.** The role of CESL in relation to land for identified locations for setting up of the charging stations/BSS, shall be limited to facilitating land partnership and necessary coordination with the land-owning agency or Land Providing Entities (**LPE**), and support for CPO/BSO.

Approved
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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

D. Pursuant to evaluation of the Bids received, [CPO/BSO Name] was declared as the CPO/BSO having quoted the highest Agreed Revenue Shared Price (Rs./kWh) for the JNPA locations and was issued Letter of Award bearing no. ……../____ dated _____2026 for implementing JNPA locations Project at the identified locations in the jurisdiction belonging to Jawaharlal Nehru Port authority (JNPA) specified in the Bid Documents and in accordance with the applicable terms & conditions specified therein, the guidelines of the Ministry of Power/ Govt. of India, as applicable from time to time and provisions of the agreement to be executed between the Parties;

E. [CPO/BSO Name] has provided Performance Security in the form of Contract Performance Guarantee (CPG) and Payment Security in favour of CESL by way of *{Insurance Safety Bonds/ Account Payee Demand Drafts/ Banker's Cheque/ online payment/ Bank Guarantee}* on [mention date].

F. In view of the aforesaid, this Concession Agreement sets out the intent of the Parties in relation to the said Project.

G. The CPO/BSO represents and confirms that it is entering into this Concession Agreement on the basis of proper examination of the data relating to the Sites (including any data as to boring tests) provided by CESL, and on the basis of information that the CPO/BSO could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the facilities as on bid submission date. The CPO/BSO acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Project.

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions and understandings set forth in this Agreement, the Parties hereby agree as follows:

1. **Definitions and Interpretation**

1.1The capitalized terms wherever used in this Agreement, unless specifically herein defined, shall have the same meaning given to them under Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024 & 2025 as framed by the Ministry of Power, Government of India dated 17th September 2024 & Guidelines for Installation and operations of Battery Swapping stations dated 10.01.2025.

a) "**AC**" shall mean Alternating Current Charging;

b) "**Agreed Revenue Sharing Price**" (in INR/kWh) is an amount of <*specify the accepted per unit price*> to be shared by the CPO/BSO with the CESL in accordance with the provisions of this Agreement.

c) "**Agreement**" or "**Contract**" means this Concession Agreement, its recitals, the Annexures hereto and any amendments thereto made in accordance with the provisions contained in this Agreement executed between CESL and CPO/BSO;

d) "**Agreement Date**" means the date of execution of this Agreement;

e) "**Adjudicator**" means the person or persons named in the manner provided under this Agreement to decide or settle any dispute or difference between CESL and the CPO/BSO referred to him or her by the parties pursuant to the Dispute Resolution mechanism herein contained;

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f) "**Applicable Laws**" means all laws brought into force and effect by the Government of India or the State Government including rules, regulations, notifications and guidelines made thereunder including guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024 dated 17.09.2024 & Guidelines for Installation and operations of Battery Swapping stations dated 10.01.2025 and other guidelines applicable to the Project or any part thereof (as amended from time to time) issued by the Ministry of Power, and judgments, decrees, injunctions, writs and orders of any court of record, regulatory authority, etc. applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the parties hereunder, as may be in force and effect during the subsistence of this Agreement.

g) "**Battery Swapping Station (BSS)**" shall be a station where any electric vehicle/e-truck can get its discharged battery or partially charged battery replaced by a charged battery.

h) "**Charging Points**" refer to the physical slots where electric vehicles can connect to and recharge their batteries, which are equipped with the necessary infrastructure, such as electrical connectors, chargers and other support systems, to facilitate the charging process of the Electric Vehicles;

i) "**Cluster**" refers to a group or collection of EV Charging Stations that are located in close proximity to each other in a specified area or location;

j) "**Completion**" means that the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of pre-commissioning of the Facilities, or such specific part thereof has been completed; and Commissioning has been attained as per Technical Specifications;

k) "**Commissioning**" means trial/initial operation of the Facilities or any part thereof by the CPO/BSO, which operation is to be carried out by the CPO/BSO;

l) "**Contract Period**" means the period starting on and from the Agreement Date and ending on the date of termination of this Agreement either due to efflux of time or otherwise;

m) "**CPO/BSO**" means Charging Point Operator i.e. M/s_____ whose bid to perform has been accepted by CESL and to whom the Concession is awarded pursuant to the LoA and this Concession Agreement;

n) "**CPO/BSO's Equipment**" means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the CPO/BSO, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities;

o) "**CPO/BSO's Representative**" means any person nominated by the CPO/BSO and approved by CESL in the manner provided in this Agreement, to perform the duties delegated by the CPO/BSO; the name of the CPO/BSO's Representative shall be conveyed in writing to CESL;

p) "**DC**" shall mean Direct Current Charging;

q) "**Downtime**" Refers to the time duration when EV charger is non-operational due to disruption in power supply or disruption in IT services (service side error) or both. In this context, the downtime due to disruption in power supply from the DISCOMs or SIM network issue will not be accounted for penalty.

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Therefore, here “Downtime” is accounted due to disruption in IT service or damaged / faulty equipment. Downtime is measured based on server-side error rate;

r) “**Effective Date**” means the DD/MM/YYYY;

s) “**Electric Vehicle (EV)**” means vehicles that operate on electric motor and rechargeable batteries;

t) “**Electric Vehicle Supply Equipment (EVSE)**” means an element in the Electric Vehicle Charging Infrastructure (EVCI) that supplies electrical energy for recharging the batteries of Electric Vehicles;

u) “**Equivalent Car Space (ECS)**” means space required for parking one car (min 2.5m x 5m in dimensions) and further including the vehicle circulation space, the Equivalent Car Space (ECS) will be in the range 12.5 to 23 square meters, depending on whether it is open parking or basement parking;

v) “**Facilities**” means the Plant and Equipment to be supplied and installed, as well as the Installation Services to be carried out by the CPO/BSO under this Agreement;

w) “**GST**” shall mean Goods and Service Tax;

x) “**Installation Work**” means the construction and installation of Public Charging Stations and upstream supply system (if required), and the operation and maintenance thereof, all performed by or for the CPO/BSO at the identified site.

y) “**Installation Services**” means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the CPO/BSO under this Agreement, e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of CPO/BSO’s Equipment and supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of

z) “**KW**” shall mean rating of public EV charger;

aa) “**Land Providing Entity (LPE)**” shall mean the Jawaharlal Nehru Port Authority (JNPA);

bb) “**Letter of Award**” **or** “**LoA**” means the letter of award referred to in Recital (D);

cc) “**Monthly Uptime Percentage**” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month;

dd) “**Operating Cost**” shall include direct electricity energy charge payment through payment gateway service provider appointed by CPO/BSO, salary of supervisor or equivalent level person designated for managing the backend system, salary of semi-skilled/skilled workers appointed by CPO/BSO for maintenance of chargers, annual maintenance cost of chargers, telecommunication cost, IT system cost, and customer support;

ee) “**Pre-Commissioning**” means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the CPO/BSO in preparation for Commissioning;

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ff) "**Project**" means the construction, ownership, operation and maintenance of Electric Vehicles (EV) Charging Stations at identified Public Charging Station Locations/SOL by the CPO/BSO in accordance with Applicable Laws and approvals granted;

gg) "**Public Charging Station (PCS)/ Charging Station/ Electric Vehicle Charging Station (EVCS)/ Public Electric Vehicle Charging Infrastructure (EVCI)/Battery Swapping Stations (BSS) for e-trucks/BSS for e2W 3W"** shall mean an EV charging station set up at the identified locations or Sites where any electric vehicle can get its battery charged;

hh) "**Plant and Equipment**" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the CPO/BSO under this Agreement (including the spare parts to be supplied by the CPO/BSO) but does not include the CPO/BSO's Equipment;

ii) "**Sites**" means identified pieces of the land, free from encumbrances, provided by the LPE for the Project, as specified under Annexure-A, where the Public Charging Station(s) are to be set up;

jj) "**System**" includes the charging points, assemblies, converters, switches, wiring devices and wiring,

kk) "**Term**" shall mean a period of 10 (ten) years starting from the earlier of: (i) six months from the Effective Date, or (ii) the date of installation of the last Charging Point at the identified Sites in terms of this Agreement.

1.2 Interpretation

a) Words comprising the singular shall include the plural & vice versa.

b) An Applicable Law shall be construed as reference to such applicable law including its amendments or re-amendments from time to time.

c) A time of the day shall save as otherwise provided in this Agreement be construed as a reference to Indian Standard Time.

d) Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any difference between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.

e) The table of contents and headings or sub-headings in this Agreement have been inserted for case of reference only and shall not affect the interpretation of this Agreement.

f) All references herein to Clauses and Annexure shall be deemed to be references to Clauses of and Annexure to, this Agreement unless the context shall otherwise require. All Annexure attached hereto shall be deemed incorporated herein as if set forth in full herein. The terms "clause(s)" and "sub- clause(s)" shall be used herein interchangeably. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include", "includes", and "including" shall be deemed to be followed by the words "without limitation".

g) Unless expressly contradicted or otherwise qualified, (i) all references to a Person also refer to that Person's successors and permitted assigns, including permitted transferees, and (ii) all references to and

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definitions of any agreement, instrument or statute herein or in any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as from time to time may be amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

h) The Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

1.3 Concession Agreement and Order of Precedence

This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

(i) This Agreement;

(ii) Letter of Award;

(iii) Corrigendum/ Addendum;

(iv) All other agreements and documents forming part hereof or referred to herein.

2. Grant of Concession and Scope of the Project

2.1 The Concession

Subject to and in accordance with the provisions of this Agreement, Applicable Laws and approvals granted, the CESL hereby grants to the CPO/BSO the concession set forth herein including the exclusive right, license and authority for procurement, supply, installation, commissioning, and operation & maintenance of EV charging station (slow/ fast) at locations specified herein (the "**Project**") for a period of 10 (ten) years commencing from the Effective Date (the "**Concession**"), and the CPO/BSO hereby accepts the Concession and agrees to undertake and implement the Project subject to and in accordance with the terms and conditions set forth herein.

2.2 Scope of the Project

Commencing from the Agreement Date, the scope of the Project to be implemented by the CPO/BSO at its cost, shall mean and include:

i. Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W, on a Build-Own-Operate-Maintain (BOOM) model of CESL, in identified locations at Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai, Maharashtra at locations specified in Annexure-A or at any other site assessed and selected by the Parties subsequently in terms of this Agreement.

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ii. Making all types of capital and O&M investment in implementing the Project (including the power infrastructure to be installed).

iii. Obtaining all approvals and permits as may be required for the Project.

iv. Preparing the land parcels and plan the EV charging Stations to ensure that the designated number of EV charging points/EV chargers/ swapping docks/BSS for e-trucks/BSS for e2W & 3W are accommodated, with ease of ingress/ egress and circulation that does not obstruct pedestrian or vehicular traffic.

v. Maintaining accurate and up-to-date operating logs, records and monthly reports regarding the O&M of Public Charging Stations/BSS.

vi. Procuring spares parts, overhaul parts, tools, Plant and Equipment, consumables, etc. required to operate and maintain the Project in accordance with the prudent Charging Stations/BSS practices and having regarded to warranty recommendations during entire period or operation and maintenance.

vii. Deploying skilled and adequate staff at the Charging Stations/BSS including the security and safety of the Plant and Equipment installed thereat, will be within CPO/BSO's scope.

viii. Performance and fulfillment of all other obligations of the CPO/BSO in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the CPO/BSO under this Agreement & Applicable Laws.

3. Scope of Work of CESL

CESL shall play the role of a Program Manager for overall facilitation and supervision of the implementation of the Project by the CPO/BSO and shall be primarily responsible for following:

(viii) Signing of revenue sharing agreements with LPE for making available Sites for Charging Stations/BSS.

(ix) Fulfilling the responsibilities and obligations assigned to it in the revenue sharing agreement executed with LPE including providing encumbrance free land(s) for implementation of EV Charging Infrastructure to the CPO/BSO for a period of 10 years.

(x) CESL, through its state coordinators shall provide support to CPO/BSO on the following:

a) guidance for undertaking location assessment.

b) facilitate coordination with LPE and CPO/BSO for fulfillment of their scope

c) raising, verify, validate invoices to CPO/BSO

d) coordination with CPO/BSO to ensure that all payment to CESL is done in a timely manner.

e) coordination with CPO/BSO to ensure that all payment to LPE is done in a timely manner.

4. Role, Responsibilities and Rights of LPE

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Subject to signing of the revenue sharing agreement between CESL & LPE and the CPO/BSO discharging its obligation of making payment of the Agreed Revenue Sharing Price to CESL in terms of this Agreement, CESL shall ensure that the LPE performs the following roles and responsibilities:

(i) Provide Right of Way and license to use the Sites in accordance with the provisions of the signed agreement between CESL and LPE.

(ii) Provide adequate vacant land, free from all encumbrances at the identified Sites as per Annexure-A or as may be mutually agreed from time to time.

(iii) Facilitate the CPO/BSO for Electricity connection by providing relevant documents.

(iv) Provide alternate option for land/site, if the Site where EVCI is already installed is to be evicted/closed by LPE.

5. General Obligations of the CPO/BSO

5.1 Subject to and on the terms and conditions of this Agreement, the CPO/BSO shall, at its cost and expense, procure, design, manufacture (including associated purchases and/or subcontracting), install, complete, commission, testing, operation and maintenance of the Project and the facilities including the power infrastructure to be installed, with due care and diligence in accordance with the terms set forth herein and Applicable Laws.

5.2 The CPO/BSO shall be completely responsible for raising the funds for financing the proposed numbers of Electric Vehicle Charging Stations/Battery Swapping stations including the power infrastructure to be installed.

5.3 The CPO/BSO shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement and LOA, be responsible for the following:

(i) Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W, on a Build-Own-Operate-Maintain (BOOM) model of CESL, in identified locations at Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai, Maharashtra including obtaining separate power connection, transformer and meter at its own cost;

(ii) Obtaining all necessary approvals, licenses and permits from all local, state or national government authorities or public service undertakings in the State where the Site(s) are located that are necessary for successful testing, commissioning, operation and maintenance of the Charging Stations and for the performance of this Agreement in general, shall be in the scope of CPO/BSO, including without limitation, visas for the CPO/BSO and Sub-contractor or CPO/BSO's personnel and entry permits for all imported CPO/BSO's Equipment;

(iii) Ensuring compliance with all Applicable Laws and standards prescribed in accordance with various guidelines, notifications, etc. issued by the Ministry of Power including Circular No. 12/2/2018-EV dated 17.09.2024 titled as 'Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024, Guidelines for Installation and Operation of Battery Swapping stations-2025 during the implementation of the Project;

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(iv) Operating and maintaining the EV Charging Stations/BSS, including regular inspections, repairs and maintenance at its own cost as well as upgradation and refurbishing of same in line with the technological advancements and business needs from time to time;

(v) Ensuring the security and safety of the PCS/ EVSE/ EVCI/BSS. In the event of any damage to the Site facilities or property due to any fault on part of the CPO/BSO's Equipment, the CPO/BSO will be liable to make good the losses to CESL/ LPE for the same;

(vi) Shall keep the entire premises neat & clean and free from any garbage;

(vii) Providing regular reports to CESL on the performance of the Charging Stations/ EVSE/ EVCI/BSS;

(viii) Arranging deployment of qualified and suitable manpower and required necessary tools, logistics, spares & consumables during installation, commissioning and O&M of Public Charging Stations/BSS;

(ix) Safety being of paramount importance, the CPO/BSO shall take all safety precautions in connection with the setting up and operation of the Electric Vehicle Charging Stations/Battery Swapping stations to ensure safety of the user (BIS standards and amendments if any, also other safety standards issued by authorized Govt agency for setting up and operation of the Electric Vehicle Charging Stations/Battery Swapping Station). Safe operations of the Charging Stations including compliances related to electrical and fire safety have to be ensured by the CPO/BSO;

(x) CPO/BSO agrees to support in the tracking and verification of Carbon Emission Reductions attributable to Chargers deployed by it under this Agreement. CPO/BSO shall have the right to prepare and monetize the carbon assets generated under the Project meaning thereby that the CPO/BSO shall have the right to register the project under any scheme launched by Government of India/ CESL in this regard and/ or voluntary market registries. The monetization of any carbon assets from the operations of the Charging Stations and any carbon credits generated from Charging Stations/BSS during the Contract Period shall be attributable to the CPO/BSO and CESL in the ratio of 90%:10%. Should CESL decide to pursue carbon credits for the EV traffic coming through these categories of Charging Stations, CPO/BSO is expected to cooperate;

(xi) Providing customer support and resolving any issues related to the Charging Stations/Battery Swapping Stations. The CPO/BSO shall provide users a call center number with prompt grievance redressal mechanism for challenges in using the Charging Stations/BSS. Standards of quality will be maintained by the CPO/BSO and will be monitored periodically by CESL;

(xii) CPO/BSO shall perform or contract for and oversee the performance of periodic overhauls or maintenance required for the Charging Stations/BSS facility in accordance with the recommendations of the Original Equipment Manufacturers (OEM).

5.4 Safety, Functionality and User Experience

(i) All EVSE/ to be installed as a part of the Project should have been type tested by an agency/lab accredited by National Accreditation Board for testing and Calibration Laboratories (NABL) from time to time and these EVSE/BSS should comply with Bureau of Indian Standards (BIS) as indicated at Annexure-I of the 'Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024' issued by the Ministry of Power vide Circular No. 12/2/2018-EV dated 17.09.2024 & Guidelines for Installation and Operation of Battery Swapping stations-2025. The

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Functionality and User Experience requirements shall be as specified in ANNEXURE-II of the aforesaid Guidelines.

(ii) A copy of the warranty certificates of the installed Equipment (EVSE) shall be submitted to CESL by the CPO/BSO within 03 days from the date of commissioning of EVSE for information. Equipment shall carry the standard warranty as per Industry standards.

(iii) Safety & Connectivity of Electric Vehicle Supply Equipment requirements shall be as specified in CEA "Measures relating to Safety and Electric Supply" Regulations 2023 as amended from time to time and CEA "Technical Standards for Connectivity of the Distributed Generation Resources" Regulation (2013) as amended from time to time.

5.5 Charging Station Configuration: The configuration of Charging Station shall be as specified in the RFP document read with the 'Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024' issued by the Ministry of Power vide Circular No. 12/2/2018-EV dated 17.09.2024 & 'Guidelines for Installation and Operation of Battery Swapping Stations' Dated 10.01.2025.

5.6 Charging Management System (CMS): The charging station shall be operated through the cloud-based solution technology by the CPO/BSO. Charging stations will also be hosted on the CMS of CESL (existing or new or appointed Third party) and CPO/BSO shall ensure that there is OCPI integration capabilities between software system of the CPO/BSO and CESL. To enhance Charger utilization, CPO/BSO may ensure OCPI integration with multiple CMS of Third-Party vendor. Furthermore, CPO/BSO should ensure that CESL receives real time notifications and on-demand reports on all charging stations through app and dashboard.

5.7 Power Connection:

(i) The CPO/BSO shall be responsible for a new power connection & installation of energy meter from local DISCOM at its own cost. Power connection shall be in the name of CESL followed by CPO/BSO's name and specific location address allocated for Charging Stations/Battery Swapping Stations by CESL.

(ii) The CPO/BSO shall be responsible for collecting the electricity bill every month from CESL or the concerned DISCOM and ensuring its timely payment before the due date. CESL shall also include the CPO/BSO's email address with the DISCOM (if such provision is available) to facilitate the direct receipt of monthly electricity bills by email or to download from the DISCOM portal.

(iii) The CPO/BSO is required to submit a copy of the electricity bill to CESL within 48 hours of its issuance by the DISCOM for each location. The copy shall be submitted preferably via email. This practice shall be followed throughout the Term/ Contract Period.

(iv) CPO/BSO is required to apply and avail electrical connection within the period of 30 days from the concerned DISCOM. If there is any delay in providing the electrical connection by the concerned DISCOM beyond the period of 30 days or from the date of installation of the charging station whichever is earlier, then the CPO/BSO shall intimate CESL and LPE for necessary support.

(v) The cost of electricity consumed including surcharge, duty, demand charges, contingency for power purchase adjustment charges, etc. and all operating and maintenance expenses related to Charging Points shall be borne by the CPO/BSO. Also, electricity payments as per the billed units by DISCOMs have to be paid within the due date. Any late payments related issues and

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disconnection by DISCOMs have to be dealt by the CPO/BSO only without any liability of CESL and/ or LPE.

5.8 Safety, Labour Law and Statutory Compliance

(i) The CPO/BSO shall ensure all safety guidelines, rules and regulations, labour laws, statutory compliances, etc. CPO/BSO indemnify CESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by CPO/BSO as per settlement solely. CESL has no role to play in this matter.

(ii) CESL would not be responsible for any lapse on the part of the supplier/contractor/agency in compliance of the provisions of any Labour Laws, viz. Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971, Industrial Dispute Act, 1947 and (Central) Rules 1957, Employees' State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 (EPF), Gratuity, Bonus and any other provisions of the laws in force, etc. CESL will not assume any responsibility thereto. CESL shall not be responsible to bear any extra cost due to any statutory/other obligations arising during the currency of this Agreement.

(iii) The CPO/BSO shall keep CESL and LPE fully indemnified from any liability that may arise on account of any actions, performance or non-performance by its personnel, agents, contractors, suppliers, etc. of any of the terms and conditions of this Agreement or any Applicable Laws in force from time to time.

(iv) The CPO/BSO shall be solely responsible for payment of wages/salaries and allowances to their personnel, and for any increase thereof that might become applicable under any Applicable Laws/new act or order of concerned competent authority of the Central/ State Government.

(v) The CPO/BSO will be responsible for compliance with all Central and State laws as per rules/regulations/byelaws and order of the local authorities and statutory bodies as may be in force from time to time during the Contract Period. CESL at its discretion may ask for necessary proof for adherence of these statutory norms. PF and ESI challan shall be mandatorily submitted along invoices.

5.9 Insurance

The CPO/BSO shall at all times and from time to time at its own cost and expense obtain and maintain comprehensive business liability insurance in nature for any and all type of vendor, customer and or third-party liabilities including covering legal costs against lawsuits, for appropriate & adequate amounts during the continuance of this Agreement from a well reputed insurance company against all risks including but not limited to third party risk to persons and properties, fire and explosion risk, riot risks, loss of Plant and Equipment/ CPO/BSO's Equipment, System risks, etc. covering all aspects of installation and operation of the Charging Stations/BSS installed at the Sites. Evidence of such insurance shall be provided by the CPO/BSO to CESL and LPE within 15 days of policy issuance and annually thereafter. The CPO/BSO shall keep the LPE and CESL fully indemnified and harmless in this regard.

5.10 Operations of the Charging Stations

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(i) The CPO/BSO shall take complete responsibility for the operations of Charging Stations/BSS including all the associated infrastructure developed from the date of issuance of LoA till the end of the Contract Period.

(ii) The CPO/BSO is required to provide adequate security measures whatsoever is required, including the installation of a CCTV system subject to the necessary approval from the concerned authority, allocating security personnel as required for continuous monitoring and running of operations or other security measures as required without affecting the warranty of the Chargers/ Plant and Equipment installed at each Site.

(iii) The CPO/BSO will be solely responsible for ensuring the safety of the PCS/BSS and users at the charging station locations. Proper monitoring of the locations must be ensured to prevent damage/tampering to the PCS/BSS and associated infrastructure including any parking conflicts and related issues. Further, the cost of any damage to the PCS/BSS and associated infrastructure shall be borne by the CPO/BSO.

(iv) The CPO/BSO shall be fully responsible for replacement of any/ all component of the EV chargers and allied infrastructure those not covered under the standard warranty terms by the OEMs/ suppliers. All cost related in this regard, have to be borne by the selected CPO/BSOs and all such replacement have to be completed to comply with defined SLAs.

(v) The CPO/BSO agrees to ensure continuity in operation of the Charging Stations/BSS at the allotted locations, even at the time of disputes, unless CESL explicitly provides written notice to cease operation by CPO/BSO. Any communications related to operational issues must be submitted in writing to CESL, with a copy sent to Head – EVCI.

5.11 Gender Inclusion

CPO/BSOs are encouraged to include women in ground fleet, and they be provided training and be well-equipped to manage the station. CESL is supported by multiple development partners where gender inclusion is a priority.

5.12 Clearing of Site at the end of the Term

The CPO/BSO shall, if advised by CESL, clear all the debris / scrap / Plant and Equipment in line with Govt. of India's guidelines and rules for waste management and disposal of waste, at the end of the 10 years of O&M period at no extra cost to CESL/LPE.

5.13 Maintaining Records and Submission of Monthly Reports

The CPO/BSO shall maintain accurate and up-to-date operating logs, records and monthly reports regarding the O&M of the Charging Stations/BSS

5.14 Taxes, Duties and Levies

(i) All prices in contract are exclusive of GST. The CPO/BSO should ensure all the GST compliances are fulfilled for the GST collected from CESL and same should be reflected on GST portal (GSTR-2A) in credit of CESL. Any other charges/cost/TA/DA/manpower is also included in the Contract Price.

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(ii) GST will be reimbursed on actual basis. If there is increase or decrease in the taxes and duties subsequent to the Bid Due Date but within the Contract Period due to change in rate or introduction of new tax or deletion of existing tax or interpretation/application of tax, etc. CESL will reimburse the actual tax.

(iii) In case of failure of the CPO/BSO to achieve completion within the timelines as per this Contract, CESL will not be liable to compensate for any increase in taxes and duties due to change in rate or introduction of new tax or interpretation/application of tax, etc. during the extended period. However, in case of decrease in taxes and duties due to change in rate or deletion of existing tax or interpretation/application of tax etc., in the event of late delivery after the Effective Date.

5.15 End User Charging Fee and Service Charges for Charging Stations/Battery Swapping Stations

(i) The CPO/BSO shall be entitled to charge or determine charging fee and service fee to be charged by the CPO/BSO from the end customers/ end Users for availing the electric charging services at the charging locations/BSS, at the rates determined by it (subject to any ceiling limit) in compliance with the latest CEA/ MoP/ SERC/ State Regulations or as per latest guidelines/ amendments thereof issued by the concerned Govt. authority/ agency from time to time.

(ii) The CPO/BSO shall prominently display at the EV Charging Stations/Battery Swapping Station:

a) charging rates per unit;

b) Applicable service charges.

6. Performance Security and Payment Security

The CPO/BSO has to provide a Performance Security in the form of Contract Performance Guarantee (CPG) and Payment Security for the package awarded to it within 28 days of issuance of the LOA as detailed therein. The Performance Security and Payment Security should remain valid for the entire duration of this Agreement and shall be returned back to the CPO/BSO (if subsisting and not already appropriated) without any interest by CESL within 60 (sixty) days of successful completion of this Agreement provided there are no subsisting claims/ payments due of CESL or LPE. The Performance Security/ payment security shall be partially/ or fully invoked and forfeited by CESL in the event of any default in performance or breach of its obligations including payment default by the CPO/BSO under this Agreement.

7. Terms of Payment of Agreed Revenue Sharing Price

7.1 In consideration of the Project awarded to the CPO/BSO and role performed by CESL, the CPO/BSO shall pay to CESL, a fixed revenue of Rs.___/kWh from charging services for all the charging locations starting from first year of billed units (of DISCOM).

7.2 The revenue sharing mechanism shall be calculated based on the per unit consumption of electricity (kWh) by the Charging Stations. This electricity consumption (kWh) will be measured as per the DISCOM's energy meter on a monthly basis or in accordance with the DISCOMs billing cycle for each location of EV Charging Stations.

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7.3 For the purpose of revenue sharing, CPO/BSO shall furnish the complete details of accounting of the billed units to CESL for transparency and shall be governed by confidentiality under this Agreement.

7.4 CESL shall not be responsible for any billing errors made by the DISCOM. Any such discrepancies or issues shall be resolved directly by the CPO/BSO with the concerned DISCOM.

7.5 CESL shall only consider units (kWh) billed by the DISCOM for the purpose of revenue sharing calculations. Under no circumstances shall CESL entertain any discrepancies raised by the CPO/BSO if the DISCOM meter readings include electricity used for other purposes at the Sites allocated by CESL to the CPO/BSO. CESL's decision on this matter will be final and binding on the CPO/BSO.

7.6 It is the CPO/BSO's responsibility to ensure that the EV tariff connection is exclusively used for EV charging stations, adhering to the applicable guidelines of the concerned DISCOM.

7.7 CESL also reserves the right to request the disconnection of the electricity meter from the concerned DISCOM, if the CPO/BSO fails to make the required Agreed Revenue Sharing Price payments to CESL within the stipulated timelines.

7.8 The entire applicable payment of monthly Agreed Revenue Sharing Price shall be made by the CPO/BSO in one installment and no part payment shall be allowed. The CPO/BSO shall remit the revenue sharing payments due to CESL within ten (10) days from the date of invoice submission by CESL. Any delay beyond the stipulated period shall incur interest (@State Bank of India MCLR + 2%) for the period up to thirty (30) days from the date of invoicing. However, this provision does not bind CESL in any way from proceeding against the CPO/BSO for forfeiture/ encashment of Performance Security/ Payment Security and/ or termination of the Agreement.

7.9 Upon such encashment, the CPO/BSO is obligated to submit a new Performance Security/ Payment Security for the original amount within twenty-one (21) days from the date of the encashment. Any excess funds realized through the encashment shall be adjusted against future Agreed Revenue Sharing Price payments.

7.10 Without prejudice to the right of CESL to terminate the Agreement for breach by the CPO/BSO, failure to submit a new Performance Security/ Payment Security by the CPO/BSO within the specified timeframe shall result in CESL applying for disconnection of the electricity meter at the allocated locations. CESL shall not be liable for any/ all direct or indirect losses arising from this action; the CPO/BSO shall be solely responsible for all direct and indirect consequences of any nature whatsoever. The CPO/BSO shall be responsible for all costs associated with reconnection, including related fees and charges required for reinstating the connection through concerned DISCOMs.

7.11 **All applicable land lease rent/charges payable to the land-owning agency in respect of the land/area utilized for setting up and operation of the EV charging stations/BSS shall be borne and paid by the CPO/BSO to CESL.**

8. Advertisement

8.1 CPO/BSO shall have the right of advertisements and branding activities in & around of or peripheral to Charging Units at the Sites as per the terms of the Agreement executed with the LPE.

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8.2 Co-branding by the CPO/BSO along with LPE and CESL logo shall be allowed subject to the condition that the CPO/BSO shall obtain the necessary approval from CESL for co-branding/ display of logo from CESL.

8.3 Applications seeking approval for carrying out the advertisement as stipulated in the agreement between CESL and the LPE, must be submitted through CESL to concerned authorities. Any violations or deviations in the approval or permission obtained for the purpose of advertisement shall be the responsibility of the CPO/BSO. Any such penalties or punitive actions whatsoever levied/ imposed on CESL or the LPE shall be resolved/ compensated by CPO/BSO. The CPO/BSO shall indemnify and hold CESL/ LPE, its employees, and officers harmless from any and all suits, actions, administrative proceedings, liabilities, damages, claims, demands, losses, fines, penalties, costs, and expenses, including attorney fees and expenses arising from breaches in obtained permissions.

Additionally, all associated expenses shall be borne by CPO/BSO for advertisement and there shall be no financial support either from CESL or the LPE for advertisement.

8.4 50% (fifty percent) of the revenue generated from advertising activities shall be shared with/ paid to the LPE. The remaining 50% (fifty percent) shall be divided equally between CESL and CPO/BSO, with each entity receiving 25% (twenty five percent).

8.5 The CPO/BSO shall be responsible for all compliances of procedures, guidelines, rules, etc., related to outdoor advertisement and shall ensure full compliances of the agreement between CESL and the LPE.

9. Site Selection, Allocation, and Flexibility for Public Charging Stations

9.1 The overall survey and location assessment will be the responsibility of the CPO/BSO. Factors on which location assessment would depend are as follows:

(i) availability of sufficient space for parking different vehicle segment (ex: 2W, 3W, 4W, Electric Buses);

(ii) based on the location feasibility space shall be provided for charging of medium & heavy-duty electric vehicles (e-buses and e-trucks) subject to approval by CESL and subject to availability of adequate space (vacant and encumbrance free) with LPE for the same;

(iii) feasibility for upstream electrical infrastructure;

(iv) ease of access to power connection within limited time as per MoP guidelines;

(v) availability of populated areas like marketplaces, restaurants etc. nearby;

(vi) average time spent by EV vehicle owners at a particular location. For example: where EV vehicle users prefer to stay for longer duration, charging hub can be installed; however, fast chargers may be required at a location where vehicle users stay for a short duration.

9.2 Based on the location assessment by the CPO/BSO, the Parties subject to concurrence of the LPE shall jointly select the identified locations based on availability of adequate space at each location for developing upstream electrical infrastructure through DISCOM/ CPO/BSO as necessary for Charging

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Stations/BSS and feasibility of operation of the same without affecting regular operation of the identified locations/ Sites.

9.3 The number of identified locations in **Annexure-A** considered for Charging Stations/BSS and would not be a binding number and could increase/ decrease seeing the potential, increase in business volume, less vehicle turnaround etc., if any. Subject to availability of land with the LPE, each Site/ location will be allocated a minimum of 3 ECS (Equivalent Car Space). The addition or deletion of Charging Stations/BSS including any substitute of the Sites specified in **Annexure-A**, shall be subsequently agreed to in writing by the Parties and the LPE; and such new/ substituted Sites shall form part of Annexure-A and governed in accordance with the provisions of this Agreement.

9.4 Any other activities considered necessary for setting up Charging Stations/BSS at provided locations or other suitable locations on mutually agreed covenants/commercials arrangements, which are not specifically set out herein, but which may be identified at a later date, shall be included by mutual discussion and consent of the Parties and the LPE.

10. Service Level Agreement

In the event of any delay in completion of Installation Work and/ or commencement of operations by the CPO/BSO at the awarded Sites/ locations as per **Annexure-A** beyond the stipulated period/ Effective Date, Liquidated Damages (LD) shall be applicable. However, LD will not be applicable for the period when the delay cannot be attributed to any default or non-performance on the CPO/BSO's part. The detailed provision in this regard is specified in the LoA and the same shall be deemed to be part of this Agreement.

11. Term and Termination

11.1 This Agreement shall come into force from the Agreement Date and remain in force during the 'Term' as defined under Definitions above. Subject to concurrence by the LPE, this Agreement may be further extended for a period as decided and agreed mutually in writing by the Parties.

11.2 Either Party may terminate this Agreement by giving a written notice to the other Party with a copy thereof marked to the LPE, under the following circumstances provided the breach is not remedied within the cure period as specified in Sub-clause 11.3 below:

(i) Material Breach: Failure of either Party to perform or comply with any material term or condition of this Agreement.

(ii) Insolvency: If either Party becomes insolvent, declares bankruptcy, or initiates any procedure for liquidation or reorganization.

(iii) Non-Payment: Persistent failure of the CPO/BSO to make Agreed Revenue Sharing Price payments or any other dues within the stipulated time frames despite reminders.

(iv) Regulatory Breach: Any violation of applicable laws, guidelines, or government regulations that materially impacts the performance of this Agreement.

11.3 Cure Period

(i) Upon receiving a notice of breach, the defaulting Party shall have a period of thirty (30) days to remedy the breach.

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(ii) If the breach is not remedied within the stipulated cure period, the non-defaulting Party shall have the right to terminate this Agreement immediately upon providing written notice of termination to the defaulting Party.

11.4 This Agreement can also be terminated with the mutual consent of both the Parties without assigning any reason.

11.5 Consequences of Termination

Upon Termination of this Agreement due to any reason:

(i) The CPO/BSO shall immediately cease all operations at the designated Sites and vacate the Sites within 30 (thirty) days from the date of termination, after dismantling all the System, Plant and Equipment, etc. at its own cost and restoring the Sites to its original condition.

(ii) The CPO/BSO shall clear all dues payable to CESL, LPE or any third parties, including DISCOMs.

(iii) Both Parties shall settle all financial obligations within 30 (thirty) days of termination.

(iv) In the event, the termination of this Agreement, is due to any defaults/ reasons attributable to the CPO/BSO, CESL reserves the right to encash the Performance Security or Payment Security provided by the CPO/BSO to recover any outstanding dues or damages incurred.

(v) Provisions concerning confidentiality, indemnity, intellectual property rights, and dispute resolution shall survive termination.

12. Representations and Warranties

12.1 Each Party represents and warrants to the other Parties that:

(i) it has power to execute, deliver and perform its obligations under the Agreement and all necessary corporate and other actions have been taken to authorise such execution, delivery and performance;

(ii) it has all requisite power and authority, and does not require the consent of any third party to enter into this Agreement and grant the rights provided herein;

(iii) the execution, delivery and performance of its obligations under the Agreement does not and will not: (i) contravene any Applicable Law, or any judgment or decree of any court having jurisdiction over it; or (ii) conflict with or result in any breach or default under any Agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

(iv) it shall not violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; and

(v) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

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12.2 In the event that any of the representations or warranties made/given by a Party cease to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

13. Confidentiality

13.1 During the subsistence of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Party receiving any information and/or document which are marked as Confidential (hereinafter referred to as the "Confidential Information") shall:

(a) keep the Information confidential;

(b) not disclose the Confidential Information to any other person without the prior written consent of the Party disclosing such information (hereinafter referred to as the "Disclosing Party") except to its employees, agents, shareholders, investors, partners and advisors on a strictly need-to-know basis, and upon such person executing a non-disclosure undertaking in respect of the Confidential Information in a format reasonably satisfactory to the Disclosing Party.

(c) not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement; Without the prior written consent of the Disclosing Party, not to make a public announcement or any other disclosure of the Confidential Information except as required by any legal stipulation applicable to it. In case of such disclosure required by legal stipulation, a Party which is required to make such disclosure shall, as soon as practicable after it is made aware of the requirement to make such disclosure, inform the Disclosing Party of the need to disclose such Confidential Information, the content thereof and the legal stipulation which requires disclosure of such Confidential Information.

13.2 Notwithstanding the provisions in Clause 12.1, CESL receiving any information and/ or document marked as Confidential (hereinafter referred to as "**Confidential Information**") may disclose such Confidential Information to the CPO/BSO on a strictly need-to-know basis, solely for the purpose of fulfilling obligations under this Agreement, provided that such disclosure is accompanied by a non-disclosure undertaking executed by the CPO/BSO in a format reasonably satisfactory to the Disclosing Party.

13.3 The obligations pertaining to Confidentiality contained in the relevant clauses above shall not apply to any Confidential Information which:

(a) is on the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by such Party; can be shown by the Party receiving the information to the reasonable satisfaction of the Disclosing Party that the same was known to such Party prior to the disclosure; or

(b) subsequently comes lawfully into the possession of the Party receiving such information from a person other than the Disclosing Party; or

(c) such information which any Party is required to disclose by law, by a court of competent jurisdiction or by another appropriate regulatory body, provided that the Party required to disclose shall use reasonable endeavors to consult with the Disclosing Party and take into consideration is reasonable requests in relation to such disclosure.

This clause shall survive termination.

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14. Notice

All communication, demand and notices required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth herein, or at such other address as the Parties may from time to time designate in writing:

If to the CESL:

Address -

Email id -

Kind Attn -

If to the CPO/BSO:

Address -

Email id -

Kind Attn -

Any/ all Notices, demand or other communication shall be sent by registered post / hand delivery by one Party to the other.

15. Intellectual Property Rights

Intellectual Property Rights owned by each respective Party shall remain the property of such Party and nothing in this Agreement shall be taken to represent an assignment, license or grant of other rights in or under such Intellectual Property Rights to the other Party. All right, title and interest to all Intellectual Property of each Party as of the Effective Date of this Agreement, including that which is or may become protectable by patent, copyright, trademark, trade secret or similar law, shall remain exclusively with that Party.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. The Courts at New Delhi, India shall have exclusive jurisdiction in respect of matters arising out of or in relation to this Agreement.

17. Settlement of Disputes

17.1 Negotiation and Conciliation

(i) In the event of any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement, the Parties agree to first attempt to resolve the dispute amicably through negotiation mutual discussion. If the Parties fail to resolve the dispute amicably within 30 (thirty) days of first notice of one Party to the other, the aggrieved Party may initiate conciliation by referring the

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Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

dispute to the adjudicator in writing with a copy of the written notice to the other Party, setting forth the nature of the dispute.

(ii) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

(iii) In the event of the Parties failing to negotiate any dispute amicably in terms of para (i) above, either Party may call upon the Adjudicator to mediate for amicable settlement. Upon such reference, the Adjudicator shall within 7 (seven) days of such reference, hold meeting(s) with the Parties and call upon any record considered relevant by it to adjudicate.

(iv) The Adjudicator shall give its decision in writing within 28 (twenty eight) days of receipt of notification of a dispute.

(v) The Adjudicator shall be paid on per day basis at the reasonable rates specified by adjudicator, together with reimbursable expenses. The cost of the Adjudicator shall be divided equally between CESL and CPO/BSO, whatever decision is reached by the Adjudicator.

(vi) Either Party may refer a decision of the Adjudicator to arbitration within 28 (twenty eight) days of the Adjudicator's written decision. If neither Party refers the dispute to arbitration within the aforesaid 28 (twenty eight) days, the Adjudicator's decision shall be final and binding.

17.2 Arbitration

The arbitration shall be held in accordance with the Delhi International Arbitration Centre (Arbitration Proceedings) Rules, 2023 (the "**Rules**") and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English.

(a) There shall be an arbitral tribunal comprising of 3 (three) arbitrators, of whom each Party shall select 1 (one), and the third arbitrator shall be appointed by the 2 (two) arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

(b) The arbitral tribunal shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 16 shall be final and binding on the Parties as from the date it is made, and CESL and the CPO/BSO agree and undertake to carry out such Award without delay.

(c) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

(d) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The place for adjudication proceedings shall be Delhi.

(e) The following shall not be referred to arbitration: Disputes having financial claims less than Rs. 5 Lakhs.

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

17.3 Notwithstanding anything contained herein above (except ‘e’) upon arising of dispute the Parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator, in accordance with the Rules.

18. Limitation of Liability

Notwithstanding anything in this Agreement to the contrary and to the extent permitted by applicable law, in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages. A Party will not be in breach of the Agreement or be liable to the other Party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, legislation, regulation, order or other act of any Government or Governmental agency.

19. Waiver

Failure of a Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by a Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach by the other Party. No waiver shall be effective unless in writing and duly executed by the authorized signatories of the concerned Party.

20. Assignment

Notwithstanding anything to the contrary contained in this Agreement, CESL may, after giving 60 (sixty) days’ notice to the CPO/BSO, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee. The CPO/BSO shall not be entitled to assign its rights and obligations under the Agreement to a third party including its affiliate company without the prior written consent of the CESL.

21. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Further, the Parties shall endeavor to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.

22. Force Majeure

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events which are beyond the reasonable control of the Party concerned such as but not limited to acts of God, wars, floods, earthquakes, lawful strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, pandemic, riots, civil commotions etc. (the “Force Majeure Event(s)”) provided on the occurrence and cessation of any such event, the Party affected thereby shall give a notice in writing to the other Party within fifteen (15) days of such occurrence or cessation. If the Force Majeure Event(s) continue beyond six (6) months, the Parties shall jointly decide about the future course of action. Provided however, no Party shall be liable to the other for the payment of any compensation on account of occurrence of the Force Majeure Event(s). Further provided, the CPO/BSO shall continue to discharge its payment obligation

Signature
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61af
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, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b38
4b98b9fab74d84, OU=MANAGER TECHNICAL, O=CONVERGENCE ENERGY SERVIC
ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

to CESL, LPE, DISCOM, etc. to the extent of any usage of charging stations by the end users/ public for availing EV vehicles charging services.

23. Survival

Those Clauses that by its nature should survive expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement. It is specifically clarified that the provisions of Clauses 12 (*Representations and Warranties*), Clause 13 (*Confidentiality*), Clause 15 (*Intellectual Property Rights*), Clause 16 (*Governing Law and Jurisdiction*) and Clause 17 (*Dispute Settlement*) shall survive expiration or termination of this Agreement.

24. Miscellaneous

24.1 It is agreed and understood by the Parties that this Agreement is a legally binding contract and under no circumstances shall stand terminated, except in terms of Clause 11 of this Agreement.

24.2 This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties.

24.3 The Parties shall not use each other's name and/or trademark/logo or publicise or release any information about this Agreement or its contents or market, publish, advertise in any manner any information without prior written consent of the other Party.

In Witness Whereof the Parties Hereto have signed this Agreement in Duplicate on the ____ Day, _____ Month and _____ Year Herein Above Written in the Presence of:

[Sign and Seal of Authorized Representatives of CESL]

[Date]

[Place]

[Sign and Seal of Representative of CPO/BSO]

[Date]

[Place]

WITNESSES:

1.

2.

Signature :-
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a
2b0df90330ce06ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003
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ANNEXURE-A

Jawaharlal Nehru Port authority (JNPA)

#	Location	Project Facility Type
1	Centralized Parking Plaza (CPP)	e-Truck Battery Swapping with High Capacity Charging Station
2	Parking – 4	
3	Parking 10-SEZ	EV Charging Infrastructure for (2W/3W/4W) and/or BSS for 2W/3W
4	Parking 11-PUB	
5	Parking 12-Admin	

Note: The package wise list of locations is indicated above. Please note that the actual number of locations may vary based on availability. In instances where the designated site is deemed unsuitable or unavailable for EV Charging Infrastructure, then CESL will collaborate with LPEs to identify and provide alternative locations.

Signature :-
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SECTION – 5: MEASUREMENT & VERIFICATION (M&V)

Not Applicable

Signature :-
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a
2b0df90330ce06ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003
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SECTION-6

Forms & Procedures

ATTACHMENT – 1

BID FORM

To,
CGM (CONTRACTS)
Convergence Energy Services Limited
(A 100% EESL Owned Subsidiary)
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001

Dear Sir,

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

Envelope 1: Tender Fee, Bid Security/EMD, Bid Form, Power of attorney, Certificate regarding acceptance of important terms and conditions, Form of acceptance of EESL fraud prevention policy,…… *(List of documents)*

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

Envelope 3: Price Bid

1. We confirm that we have quoted as per instructions and terms and conditions of tender documents. We have submitted all the attachments as stated in "Instructions to Bidders"
2. We declare that the prices left blank in the price schedule/price bid will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes except GST as may be assessed on us.
3. We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listedin Attachment-5 save those pertaining to any rebates offered, shall not be given effect to.
4. We undertake, if our bid is accepted, we shall commence the work immediately upon your Letter of Intent /Letter of Award to us, to achieve completion of work within the time specified in the bidding documents.
5. If our bid is accepted, we undertake to provide contract performance securities and securities for Deed(s) of Joint Undertaking (as applicable) in the form and amounts and within the times specified in the bidding documents.
6. We agree to abide by this bid for a period of 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 remain valid for the entire project period after placement of LoI/LoA.
7. Until a formal contract is prepared and executed between the parties, this bid, together with your written acceptance thereof in the form of your Letter of Intent/ Letter of Award shall constitute a binding contract between parties.

Signature :-
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a
2b0df90330ce06ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003
, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b38
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ES LIMITED, C=IN
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Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

8. We understand that CESL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without assigning any reason thereof and incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the CESL's action.
9. We declare that we are registered, as applicable, with ESIC, EPF and Miscellaneous Provisions Act 1952 and will comply with Employees Compensation Act, 1923 and Minimum Wages Act, 1948.
10. We declare that we will comply with Employees Compensation Act, 1923 (providing for Compensation against injury due to and during the course of employment).
11. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be enteredinto, if the award is made on us, that this proposal is made any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated --------

NAME/S &AUTHORISED SIGNATORIES

ADDRESS:

MOBILE NO.:

Our correspondence details are:

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

Signature :-
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a
2b0df90330ce06ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003
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Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

ATTACHMENT – 2

Bid Security FormBank Guarantee

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No. .....
Date.....

To:
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001

Dear Sir(s),

In accordance with invitation for bids under your bidding document/package no……dated……..M/s……having its registered/head office at……(here in after called "Bidder") wish toparticipate in the said bid for (name of package)

We, the..... (Name and address of the bank), having our head office
at …… guarantee and undertake to pay immediately on demand by Convergence Energy services Limited, the amount of ……..without any reservation, protest, recourse. Any such demand made by the employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

The Guarantee shall be irrevocable and shall remain valid upto .....If any further extension of guarantee
is required, the same shall be extended to such period (not exceeding one year) on receiving instructions from (Bidder's Name)____, on whose behalf guarantee is issued.

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this… ..... day
of ……20……at……

Witness:

Signature:

Name:

Official address:

Signature:

Name:

Designation with Bank Stamp

Authorized vide Power of Attorney no.Date

Signature :-
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a
2b0df90330ce06ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003
, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b38
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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

NOTE:

- Bid Security amount shall be as specified in the IFB/ITB.
- The complete mailing address of the Head Office of the Bank is to be given. The bank guarantee validity date shall be forty-five (45) days after the last date for which the bid is valid.
- The Stamp Paper of appropriate value shall be purchased in the name of the guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.
- While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Form 16 and enclose the same with the BankGuarantee.

BANK GUARANTEE CHECK LIST

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

CHECK LIST

Sl. 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)	In case of deviations in text of BG, which materially affect the right of CESL, whether the changes have been agreed based on the opinion by Legal Department or BG 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?	

Signature
Subject : CN=MANGAL VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a
2b0df90330ce66ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003
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ES LIMITED, C=IN
User ID : mvenugopal
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ANNEXURE-I

LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR BID SECURITYSCHEDULED 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	**13.**	Canara Bank
10.	Andhra Bank	**14.**	Central Bank of India
11.	Bank of India	**15.**	Corporation Bank
12.	Bank of Maharashtra	**16**	Dena Bank
17.	Indian Bank	**18.**	Indian Overseas Bank
19.	Oriental Bank of Commerce	**20.**	Punjab National Bank
21.	Punjab & Sind Bank	**22.**	Syndicate Bank
23.	Union Bank of India	**24.**	United Bank of India
25.	UCO Bank	**26.**	Vijaya Bank
27.	Bank of Baroda		

- **SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
27.	Bank of Rajasthan	**41.**	Sangli Bank Ltd.
28	Bharat Overseas Bank Ltd.	**42.**	South Indian Bank Ltd.
29.	Catholic Syrian Bank	**43.**	Tamilnadu Mercantile Bank Ltd.
30.	City Union Bank	**44.**	United Western Bank Ltd.
31.	Dhanalakshmi Bank	**45.**	ING Vysya Bank Ltd.
32.	Federal Bank Ltd.	**46**	UTI Bank Ltd.
33.	Jammu & Kashmir Bank Ltd.	**47.**	S.B.I. Commercial & International Bank Ltd.
34.	Karnataka Bank Ltd.	**48.**	Ganesh Bank of Kurundwad Ltd.
35.	KarurVysya Bank Ltd.	**49.**	INDUSIND Bank Ltd.
36.	Lakshmi Vilas Bank Ltd.	**50.**	ICICI Bank Ltd.
37.	Lord Krishna Bank Ltd.	**51.**	HDFC Bank Ltd.
38.	Nainital Bank Ltd.	**52.**	Centurion Bank of Punjab Limited
39.	Kotak Mahindra Bank	**53.**	Development Credit Bank Ltd.
40.	Ratnakar Bank Ltd.	**54.**	Yes Bank

- **SCHEDULED PRIVATE BANKS (FOREIGN BANKS)**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
55.	Abu Dhabi Commercial Bank Ltd.	**71.**	Sonali Bank
56.	ABN Amro Bank Ltd.	**72.**	Standard Chartered Bank
57.	American Express Bank Ltd.	**73.**	J.P Morgan Chase Bank

Signature :-
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a
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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

58.	Bank of America NA	**74.**	State Bank of Mauritus
59	Bank of Behrain & Kuwait	**75.**	Development Bank of Singapore
60.	Mashreq Bank	**76.**	Bank of Ceylon
61.	Bank of Nova Scotia	**77.**	Bank International Indonesia
62.	The Bank of Tokyo-Mitsubishi UFJ Limited.	**78.**	Arab Bangladesh Bank
63.	Calyon Bank	**79.**	Cho Hung Bank
64.	BNP Paribas	**80.**	China Trust Bank
65.	Barclays Bank	**81.**	MIzuho Corporate Bank Ltd.
66.	Citi Bank	**82.**	Krung Thai Bank
67.	Deutsche Bank	**83.**	Antwerp Diamond Bank N.V. Belgium
68.	The Hong Kong and Shanghai Banking Corporation Ltd.	**84.**	Internationale Netherlanden Bank N.V. (ING Bank)
69.	Oman International Bank	**85.**	Bank of China Ltd.
70.	Societe Generale	**86.**	DBS Bank Limited

- **PUBLIC SECTOR BANK**

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

Signature :-
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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

ATTACHMENT - 3

FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

POWER OF ATTORNEY

Bidder to use their own format.

Signature :-
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a
2b0df90330ce06ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003
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Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

ATTACHMENT - 4

Tender Document No/Package No: Dated:

(CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS)

Bidder's Name & Address

To,
CGM (CONTRACTS)
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001

Sub: ……

1.0 With reference to our bid proposal no……dated ..... **for …… /Package no Dated**..... , we hereby confirm that we have read the following provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation ofthese clauses are acceptable to us and we have not taken any deviation to these clauses.

Governing Laws	-	Clause 07 of ITB
Settlement of Disputes	-	Clause 06 of GCC
Terms of payment	-	Clause 2.22 of ITB
Performance Security	-	Clause 5.6 of ITB
Taxes and Duties	-	Clause 2.21 of ITB & 14 of GCC
Completion Time Guarantee	-	Clause 26 of GCC
Defects Liability	-	Clause 27 of GCC
Functional Guarantee	-	Clause 28 of GCC
Patent Indemnity	-	Clause 29 of GCC
Limitations of Liability	-	Clause 30 of GCC
Statutory Compliance/ Certification regarding Cyber Security Products	-	Clause 2.25 of ITB
Project information, Estimation, Assumptions and conditions for Evaluation	-	As per Tables in price bid

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

We further confirm that any deviation to the above clauses found anywhere in our bid proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implicationto CESL.

Date: Signature:

Place: Printed Name:

Designation:
Common Seal

Note:
In the absence of this certificate, the bid shall be rejected and shall be returned unopened. The bidder can take a printout of it and sign.

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

ATTACHMENT – 5

NAME OF WORK: ……

BIDDING DOCUMENT NO……

(Deviations Statement)

(Provisions of Clause no. 2.7 of Section-2 may also be referred.)

Bidder's Name and Address:

To,
CGM (CONTRACTS)
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001

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 deviationsand variations stated in this Attachment. We shall withdraw the deviations proposed by us in this Attachment at thecost 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 pertainingto any rebates offered, shall not be given effect to:

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

A. COMMERCIAL DEVIATIONS:

B. TECHNICAL DEVIATIONS:

Date : (Signature).....

Place: (Printed Name) ……..

(Designation).....

(Common Seal) .....

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

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

ATTACHMENT - 6

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

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

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

To,

Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001

Dear Sirs,

In consideration of the CESL, (hereinafter referred to as the 'Owner,' which expression shall unless repugnant tothe 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 Contractby 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 Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to * % (percent) of the said value of the Contract to the Owner.

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

The owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guaranteefrom time to time to extend the time for performance of the Contract by the Contractor. The owner shall have thefullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested inthem 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

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

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 securityor other guarantee that the owner may have in relation to the Contractor's liabilities.

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

Witness

Dated this …….. day of……..at……

Witness
……..
Signature
……
Name

……
Official Address
……

Signature
……
Bank's Rubber Stamp

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 isrequired.

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

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

Sl. 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 dateof 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 adhesiveStamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation and Powerof 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 twowitnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in theBid 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)	In case of deviations in text of BG, which materially affect the right of CESL, whetherthe changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Departmentalready available on the similar issue.	
i)	Are the factual details such as Bid Document No.NOA/LOA / Contact No., ContractPrice, 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 properlyauthenticated 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 / ContractDocuments, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	

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

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

SCHEDULED COMMERCIAL BANKS

A. 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

B. Nationalized Banks

Sl.No.	Name of Banks	Sl. No.	Name of Banks
9.	Allahabad Bank	18.	Indian Overseas Bank
10.	Bank of India	19.	Oriental Bank of Commerce
11.	Bank of Maharashtra	20.	Punjab National Bank
12.	Canara Bank	21.	Punjab & Sind Bank
13.	Central Bank of India	22.	Syndicate Bank
14.	Corporation Bank	23.	Union Bank of India
15.	Dena Bank	24.	United Bank of India
16.	Indian Bank	25.	UCO Bank
17.	Vijaya Bank	26.	Bank of Baroda

C. Foreign Banks

Sl.No.	Name of Banks	Sl. No.	Name of Banks
27.	Bank of America NA	34.	Standard Chartered Bank
28.	The Bank of Tokyo-Mitsubishi UFJLimited.	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 BankingCorporation Ltd.		

D. SCHEDULED PRIVATE BANKS

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

E. Other Public Sector Banks

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

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

ATTACHMENT - 7

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

To,
CGM (CONTRACTS)
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001

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 FraudPrevention 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

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

ATTACHMENT - 8

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 tothe Bidder for meeting the stipulated Financial Qualifying]

Ref.: NIT/Bid Document No.:
Our Reference No ..... Date: .....
Bidder's Name and Address:

To,
CGM (CONTRACTS)
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001

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 a 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 Section 4 and its subsequent amendment.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support forthe 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 theend of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s ..... (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of M/s.....(Name of the Bidder).

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

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

Witness:

Yours faithfully,

(1) .....
(2) .....

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

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

Note: Bidder may strike off point no. 4 above, if board meeting could not be scheduled before bid submission date. The undertaking may be signed by the CFO/Director of the Board of the parent company.

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

ATTACHMENT –9

REAL TIME GROSS SETTELMENT (RTGS)/ NATIONAL ELECTRONICFUND TRANSFER (NEFT)

From: M/s

_____

_____

Subject: RTGS/NEFT Payments

We agree to accept admissible payments through electronic mode viz RTGS/NEFT. For this, we are providing the requisite information 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 the above bank account number is also being enclosed.

Encl: As above: -

Confirmed by Banker
With Seal

Signature of supplier
with stamp & Address

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

Attachment-10

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII orderand MoP Order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

..... Name of the Tender....

Date:

I _____S/o, D/o, W/o, _____Resident of_____hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference toMake in India) Order, 2017 of Government of India issued vide Notification No: P-45021/2/2017-BE-II dated 15/06/2017, its revision dated 16/09/2020 (hereinafter PPP-MII order),

'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)' order dated 16/11/2021 issued by Ministry of Power (hereinafter MoP order) and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief andI undertake to produce relevant records before the procuring entity/EESL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for **.....**.....

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the 'Local Content 'as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for **.....**

....., is ..... percent (%).

That the goods/services/works supplied by me for **.....**

....., meet the 'Local Content' requirement as defined in the PPP-MII order **and MoP order for 'Class –I local supplier'**.

That the value addition for the purpose of meeting the 'Local Content 'has been made by me at …… (*Enter the details of the location(s) at which value addition is made)*.

That in the event of the local content of the goods/services/works mentioned herein is found tobe incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/EESL/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **MoP order** and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years andshall make this available for verification to any statutory authority.

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

i Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Goods/services/works for which the certificate is produced

iv. Procuring entity to whom the certificate is furnished

v. Percentage of local content claimed and whether it meets the Local Content prescribed for **'Class –I local supplier'**

vi. Name and contact details of the unit of the Local Supplier (s)

vii. Sale Price of the product

viii Ex-Factory Price of the product

ix. Freight, insurance and handling

x. Total Bill of Material

xi List and total cost value of input used to manufacture the Goods/to provide services/in construction of works

xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached

xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of ..... (Name of firm/entity)
Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No.>

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

Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (inrespect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order and MoP order, if applicable *[to be submitted on the letter head of the issuer.]*

Dear Sir,

We have read and understood the provisions of "Public Procurement (Preference to Make inIndia) Order, 2017" dated 15/06/2017, its revision dated **16/09/2020** [hereinafter, "PPP-MII Order"] issued by **Department for promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India,

'Public Procurement (Preference to Make in India) to provide for Purchase Preference(linked with local content)' order dated 16/11/2021 issued by Ministry of Power [hereinafter, "**MoP order**"]

and any subsequent modifications/Amendments, if any.

In line with the provisions of the PPP-MII Order **and MoP Order,** M/s*[Enter the name of the Bidder] [*hereinafter, **"Class-I Local Supplier"** have submitted an Affidavit of self-certification to M/s. Energy Efficiency Services Limited [hereinafter, EESL] regarding Local Content in Goods/Services/Works to be supplied by the **"Class-I Local Supplier"** for **……**, wherein they have agreed to abide by the terms and conditions of the PPP-MII Order **and MoP Order.**

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (**in the case of companies**) or a practicing cost accountant or practicing chartered accountant (**in respect of suppliers other than companie**s) shall provide a certificate giving the percentage of Local Content in the Goods/Service/Works to be supplied by the **"Class-I Local Supplier"** for**……**
Accordingly, we, the Statutory Auditor(s) / Cost auditor of the **"Class-I Local Supplier"** a practicing cost accountant or practicing chartered accountant [***choose as applicable***], certify that the Local Content as defined under the PPP-MII **and MoP Order**, in the Goods/Service/Works to be supplied by the **"Class-I Local Supplier" or** for is..... percentage [*specify the percentage of Local content*].

For and on behalf of, Date:

<<Statutory Auditor's/Cost auditor's/Cost accountant's/Chartered accountant's attestation>>Firm Reg No.

Membership No.

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by EESL.

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

ATTACHMENT –11

Compliance Matrix/ CHECK – LIST FOR BIDDERS

Please ensure these major Terms & Conditions before submitting your bids in order to avoid REJECTION of your offer.

Sr. No	Details / Terms & Conditions	Applicable for	Yes / Attached	Reasons for non-compliance/ Remarks
1	EMD, If applicable	Indian Bidders		
2	EMD Exempted for being MSEs / Start-up	Indian Bidders		
	Relevant Certificate of MSEs / Start-up Certificate from DIPP is required to be submitted	Indian Bidders		
	In case of SC/ST entrepreneurs belonging to MSE, documentary proof submitted	Indian Bidders		
	In case of Women entrepreneurs belonging to MSE, documentary proof submitted	Indian Bidders		
	Declaration & Undertaking By Micro & Small-Scale Enterprises / Start-up Companies	Indian Bidders		
3	Duly signed and company sealed copy of whole tender document	Indian Bidders		
4	Duly filled up and attached Technical (Unpriced) Bid & all applicable formats of Tender Document	Indian Bidders		
5	Separate sheet(s) for Deviation if any, from the tender conditions with seal and signature of authorized personnel	Indian Bidders		
6	GST Registration Certificate and PAN Card Copy.	Indian Bidders		

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

Compliance Matrix/Checklist for Bid Evaluation Criteria

[To be submitted on Letter Head]

Please ensure of these major Terms & Conditions before submitting your bid in order to avoid REJECTION of your offer

Technical QR	**Bidder qualification criteria for as per Tender terms and conditions. The relevant documentary evidence like work order copies, completion certificates etc. are required to be furnished along with technical bid substantiating the qualification towards relevant experience/technical criteria (Documentary proof to be attached along with the technical bid)**			
Order/Award Nos	Order date and completion date	Order/Award Amount	Client Name	Description of Order/Award
Financial QR	**Average Annual turnover of the bidder shall be as specified in tender documents in three preceding financial years. Copy of latest audited balance sheet, profit and loss account and copy of IT returns required to be furnished as asked in the tender.**			
Financial Year	Annual Turnover	Net Worth	Profitability	
Other Mandatory Requirements				
Confirmation for Tender Terms and Conditions/EMD [Please tick (√) as applicable]				
1	Confirm that your bid is valid as per tender terms and conditions as on the last date of submission of the bid			
2	Confirm your compliance to TERMS AND CONDITIONS of bidding document			
Note: Documentary evidence is attached for experience criteria as per QR is attached along with technical unpriced bid. Non-compliance to any of the QR will lead to outright rejection of the bid without any further reference to the bidders.				

The above-mentioned points are major Terms & Conditions and are indicative in nature. The bidder shall carefully go through the detailed requirements, QR and other terms and conditions for better understanding and submit the bid accordingly.

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

ATTACHMENT-12

Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a landborder with India"

(To be submitted on Applicant's Letter Head)

To,
CGM (CONTRACTS)
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001

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 asmentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

*Bidder to strike-off, if not applicable.
**Bidder to mention the Annexure no.

_____

Date:_____ Seal of Organization & Signature

Place:_____ of Authorized Applicant

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

ATTACHMENT-13

CERTFICATE REGARDING DECLARATION OF LOCAL CONTENT

[On the Letter Head]

To,
CGM (CONTRACTS)
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001

Sub: Compliance of Minimum Local Content Requirement as mentioned in Ministry of Commerce and IndustryTrade 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=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

Attachment-14

CERTIFICATE REGARDING COMPLIANCE OF MeitY NOTIFICATION VIDE FILE NO. 1(10)/2017-CLES dt. 02.07.18

(To be submitted on Applicant's letter head)

To,
CGM(CONTRACTS)
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001

Sub: Compliance of MeitY notification vide File No. 1(10)/2017–CLES dt. 02.07.18

Empanelment Doc Ref No:

Dear Sir/Madam,

This is to certify that the products/items being offered/ quoted against ref. Empanelment Document Number by M/s…….. meet the definition of domestically manufactured/produced **Cyber Security Products** as per Para 4 of MeitY notification vide File no. 1(10)/2017-CLES dt. 02.07.18 and the bidder shall strictly abide by all provisions of the subject notification. Thanking You,

Yours faithfully,

Signature (Statutory Auditor
or Cost Auditor)
…….....

Date: ……..

Place: ……

Printed Name……..

Seal……

UDIN No: ……..

P.S. In case any complaint is received at CESL end against the bidder regarding supply of domestically manufactured/produced Cyber Security Products, the same shall be referred to STQC, an attached office of MeitY

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

ATTACHMENT – 15
(On the letter head)

To,
CGM(CONTRACTS)
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001

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

Dear Sir/Madam,

This is to certify that we……..

a) Not have an association (as a consultant/ partner/ director/ employee in any capacity)
   I. of any retired employee (of Gazetted Rank) or any retired Gazetted Officer of the Central or State Government or its Public Sector Undertaking if such a retired person has not completed the one-year cooling-off period (or any other period stipulated by their erstwhile Employer) after his retirement. However, this shall not apply if such employees/ officers have obtained a waiver of the cooling-off period from their former organization.
   II. of the near relations of executives of CESL involved/ likely to be involved in this procurement process.

b) Not have a conflict of interest (as defined in this RFP), which substantially affects fair competition. No attempt should be made to induce any other Vendor to submit or not to submit a Bid to restrict competition.

Thanking You,
Yours faithfully,

Signature …….....

Printed Name ……..

Designation……..

Common Seal…….....

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

Attachment- E1

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	Whether submitted (Yes/No)	Page No & pdf ref. name	Remarks/Reason for non-compliance
1	Bid Document Cost Or Documents/Certificate in support of exemption, if claimed.			
2	Bid Form as per Attachment-1			
3	Bid Security Fee/Earnest Money Deposit as Attachment-2 Or Documents/Certificate in support of exemption, if claimed.			
4	Power of Attorney on INR 100 stamp paper as Attachment-3			
5	Certificate regarding acceptance of important terms & condition-Attachment 4			
6	Fraud prevention policy of ESSL-Attachment 7			
7	NEFT/RTGS Bank Details -Attachment 9			
8	Self-Declaration regarding "Restrictions onprocurement from a Bidder of a country which shares a land border with India" as per Attachment-12			
9	Self-Declaration 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.			
10	Self-Declaration on Company's letter head regarding not being debarred/blacklisted/banned/holiday listed by any GoI agency/Central/State/UT Government or any Public sector entities, at the time of bid submission.			
11	Self-Attested & Duly filled Check List to Envelope–I as per Attachment-E1			
12	Self-Declaration of on Company's letter head regarding Fall Clause (#)			
13	Other document.			

 # To be submitted if applicable and mentioned in bid document only.

**This check list is intended to help the bidder submit all required documents and rule out any deficiency.*

However, it will be advisable to read the check list in conjunction with Part A of Section-4. All the documents should be self-attested by the authorized representative of the bidder. Any document not mentioned above and required to be submitted as per tender condition. Bidder shall submit/upload such document and details may be mentioned under "Other Document".

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

Attachment- E2

Check list for Envelop-II

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

Sr. No.	Description	Whether submitted (Yes/No)	Page No & pdfref. name	Remarks/Reason for non-compliance
1	Deviation Statement – Attachment 5			
2	Proforma of Letter of Undertaking –Attachment 8.			
3	Certificate regarding Declaration of local content – Attachment 13			
4	Compliance of Meity Notification – Attachment 14			
5	Duly filled Compliance Matrix/ CHECK -LIST FOR BIDDERS- Attachment-11			
6	Self-Attested copy of GST Certificate			
7	Self-Attested copy of PAN			
8	Self-Attested copy of Aadhar card (if applicable)			
9	Covering Letter of the bidder, enclosing Techno-commercial bid as indicated in bid documents, i.e., documentary evidence regarding bidder's eligibility and qualifications to perform the Contract, as required per the Eligibility Conditions/Criteria, Qualifying Requirements and Bid Evaluation Criteria. As per clause 6 (Qualification and Eligibility Criteria) of Vol. I of Section 4 of Tender Document.			
10	One complete set of the tender document along with all its subsequent amendments (if any, effected), duly signed and stamped on each page by the bidder.			
11	Whether price bid submitted online		NA	
12	Self-Attested & Duly filled Check List to Envelope–II as per Attachment-E2			
13	Other documents			

**This check list is intended to help the bidder submit all required documents and rule out any deficiency.*

However, it will be advisable to read the check list in conjunction with Part A & B of Section-4. All the documents should be self-attested by the authorized representative of the bidder. Any document not mentioned above and required to be submitted as per tender condition. Bidder shall submit/upload such document and details may be mentioned under "Other Document".

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

Attachment-B

(Not to be filled during bid submission)
Contract Agreement No.

CESL/2022-23/COA_____

THIS CONTRACT AGREEMENT is made the _____ day of _____, 20__.

BETWEEN

(1) Convergence Energy Services Limited, A Wholly owned subsidiary of EESL, A JV of PSUs of Ministry of Power, Government of India incorporated under the laws of India and having its registered office at 5th & 6th Floor, CORE –III, Scope Complex, Lodhi Road, New Delhi -110003 (hereinafter called "the Employer"),

and

(2) ……..a company incorporated under the laws of India and having its registered office at ……., India (hereinafter called "the Contractor").

WHEREAS the Employer desires to engage the Contractor for _____ (Scope of Work).
NOW IT IS HEREBY AGREED as follows:

Article Documents 1

1.1 **Contract**

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

1. Employer LoA No. ……
2. Employer RfP No. ……
3. Pre-Bid meeting held on …… at Employer Corporate Office, New Delhi.
4. Employer Amendment/ Clarification No….
5. Technical Bid Opening on … at ….
6. Price Bid opening on ….. at …….

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Signature :-
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a
2b0df90330ce06ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003
, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b38
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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

Article 2. Contract Price and Payment

2.1 Contract Price

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be an aggregate of Rs. _____. The prices are inclusive of all cess and duties, transfer to site, insurance, other costs incidental to delivery and also excluding GST (IGST, SGST, CGST, UTGST). Successful bidder should mandatorily register under GST act of the particular state. The bidder should ensure all the GST compliances are fulfilled for the GST collected from CESL and same should be reflected on GST portal (GSTR-2A) in credit of CESL. Any other charges/cost/TA/DA is also included in the above contract price.

If there is increase or decrease in the taxes and duties subsequent to supplier's offer within the contract delivery schedule of supply due to change in rate or introduction of new tax or deletion of existing tax or interpretation/ application of tax etc., CESL will reimburse the actual tax.

In case of failure to achieve completion as per contract delivery schedule of supply, CESL will not be liable to compensate for any increase in taxes and duties due to change in rate or introduction of new tax or interpretation/application of tax etc. Whereas taxes at actual rate shall be paid in case of decrease in taxes and duties due to change in rate or deletion of existing tax or interpretation/application of tax etc., in the event of late delivery after the contract delivery period.

2.2 Terms of Payment

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3 Effective Date for Determining Time for Completion

3.1 Effective Date

The Time of Completion of the Facilities shall be determined from the date of Letter of Award provided all of the following conditions have been fulfilled within a period of …. Days from the date of said Letter of Award:

(a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor.
(b) The Contractor has submitted to the Employer the performance security, security towards faithful performance of the Deed(s) of Joint Undertaking (if applicable) and the advance payment security; if applicable.

Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within …. Days from the date of Letter of Award because of reasons attributable to the Employer, the Contract would become effective only from the date of fulfilment of all the above-mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

3.3 However, if any of the conditions listed under 3.1 above are not fulfilled within two (02) months

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

from the date of Letter of Award because of reasons attributable to the Contractor, the Contract will be effective from the date of Letter of Award. In this case, contract price and/or time for completion shall not be adjusted.

Article 4.

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an Agent, Representative or Delegate of the Govt. of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing what so-ever arising of or under this Agreement.

Article 5.

Appendices
The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above writ-ten.

Signed by for and on behalf of the Employer	(To be signed only by the authorized signatory to whom authorization is given in Power of Attorney)
Convergence Energy Services Limited New Delhi.	
Name and Signature of Witness-1	Name and Signature of Witness-2
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Address:	Address:

CONTRACT AGREEMENT

dated the _____ day of _____, 20__.

BETWEEN
Convergence Energy Services Limited, New Delhi

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

(A Wholly Owned subsidiary of EESL)

_____

[“the Employer”]

And

Company name
_____.
[“the Contractor”]

APPENDICES

- Appendix 1: Term and Procedures of Payment – As per LoA
- Appendix 2: Price Adjustment – As per LoA
- Appendix 3: Insurance – ON VENDOR’S ACCOUNT
- Appendix 4: Time Schedule – As per LoA
- Appendix 5: List of Approved Subcontractors, if any – NOT APPLICABLE
- Appendix 6: Scope of Works and Services –_ As per LoA
- Appendix 7: List of Documents for Approval or Review – AS per LoA
- Appendix 8: Functional Guarantees: As per LoA

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

New Forms in
SECTION – 6 - FORMS AND PROCEDURES

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

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.

Signature Not Verified
Subject: CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a8
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

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 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 authorized 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 _____

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

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.

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

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***)*….

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

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…….

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

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

Signature :-
Subject : CN=MANGALI VENUGOPAL, 2.5.4.5=E623551467fa0de0e0d041d61a2b0df90330ce06ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735

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., Five percent (5%) 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*)

Signature Not Verified
Subject: CN=MANGALI VENUGOPAL, SERIALNUMBER=62554017fa6d2be0d41d61af
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

_____ (*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 authorized 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.**

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

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 along with 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 authorized signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal _____

Witness:

Signature_____

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

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.**

**

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