

BID INVITATION LETTER

Ref No: CESL/06/UA/E-Cars

June 21, 2025

To,
The Potential Bidder(s)

Dear Sir/Madam,

Sub: Appointment of Upkeep Agency (UA) to take physical possession, transport, preserve and secure ~199 nos. of electric vehicles in Gurugram / Delhi NCR.

Convergence Energy Services Limited (CESL) is inviting bids for appointment of Upkeep Agency (UA) to assist EESL/CESL and its authorized representative for the above-mentioned project.

Interested firms desirous of being engaged as Upkeep Agency for the subject project, may send their offer for the same through submission of physical bids mentioned under para-20 of Bid Invitation Letter and explicitly mention/include the following:

1. Fees: Lumpsum fee per vehicle per month to take physical possession, transport, preserve and secure the electric vehicles and provide services as mentioned under scope of works/services to be provided under Para-6 of Bid Invitation Letter: Rs. <XXX> (all-inclusive). Other details to be provided as required under Para-6 of Bid Invitation Letter.
2. Bidders to quote all-inclusive price (including taxes) for complete scope of work indicated in various sections under scope of services and terms & conditions.
3. Acceptance of the scope of works and terms & conditions mentioned at the Annexure-A without any alterations/modifications
4. Declaration of no conflict of interest as per attached format at Annexure-B.
5. Authorization Letter in favour of the authorized signatory as provided at Annexure C.
6. Undertaking for blacklisting at Annexure D

The bid document shall be uploaded on CESL website (<https://www.convergence.co.in>), and the bids shall be invited through submission in physical form from 21.06.2025 to 27.06.2025, 12:00 hrs.

Interested Bidder should regularly visit CESL's website to keep themselves updated regarding clarifications/ amendments/ time-extensions, if any. No financial obligation will accrue to CESL/EESL in such event.

The bids will be opened on or after 27.06.2025 at 12:30 hrs. at Convergence Energy Services Limited (CESL), 9th Floor, Jeevan Prakash Building, 25 Kasturba Gandhi Marg, Connaught Place, New Delhi - 110001.

Note: The bidders who are not eligible as per Eligibility Criteria mentioned under para-8 shall not be considered.

PLEASE NOTE THAT IN CASE BIDS ARE RECEIVED WITH ANY CONDITIONALITY AND NOT AS PER AFORESAID TERMS, THE SAME SHALL BE LIABLE FOR REJECTION SUMMARILY.

CESL reserves the right to accept or reject the offer without assigning any reason thereof and in such a case, no bidder/intending bidder shall have any claim arising out of such action.

Encl: As above.

Yours sincerely,

Convergence Energy Services Limited (CESL)

Annexure-A

TERMS OF REFERENCE (TOR)

1. Definitions

Project: Appointment of Upkeep Agency (UA) to take physical possession, transport, preserve and secure ~199 nos. of electric vehicles in Gurugram / Delhi NCR

Details of Electric Vehicles:

1. 148 nos. of Tata Tigor EV
2. 50 nos. of Mahindra e-Verito
3. 01 no. of Hyundai Kona EV)

Upkeep Agency (UA) refers to "Name of successful bidder".

EESL's Client refers to "Blusmart Fleet Private Limited" or their sub-contractors or representatives.

Client refers to "Energy Efficiency Services Limited", which is Convergence Energy Services Limited's (CESL's) parent company. CESL is floating this Bid for EESL – the Rate Contract issued under this Bid shall be by CESL and payments shall be made by CESL. However, activities and operations under this Bid and the issued Rate Contract shall be carried out by EESL.

2. Period of Contract:

Requirement of upkeep agency will be for a period of **2 months** from **DD-MMM-YYYY** (Date of issuance of Rate Contract (RC) to **Upkeep Agency**).

3. Extension of contract period

If required, CESL will have sole discretion to extend the period of contract by another 1 month, after the expiry of the initial period of 2 months, on same terms and conditions including payment terms.

4. Scope of Work/Services for Upkeep Agency

The Upkeep Agency will assist **EESL/CESL and its authorized representatives / Receiver / Legal Firm** to take physical possession, transport, preserve and secure the electric vehicles as required by Client. Upkeep Agency should have expertise and arrange necessary infrastructure to take physical possession of electric 4 wheelers and take necessary steps to preserve the e-cars.

The Upkeep Agency shall undertake the following tasks:

- a) Transport the e-cars and keep them in custody at a single/multiple location under intimation to EESL/CESL and ensure adequate security (such as boundary wall, security guards, CCTV, etc.). The location must be either owned/rented/leased/hired by the Upkeep Agency and all liabilities towards such location(s) shall be of the Upkeep Agency.
- b) Secure towing of e-cars from client location(s) to the single/multiple location of the Upkeep Agency.
- c) Management of e-cars including transportation, protection and security of the e-cars against loss, damage, etc.
- d) Co-ordinate with the other appointed agencies as may be necessary and as advised by EESL/CESL to carry out the tasks assigned under its scope.
- e) Prepare Reports including following details:
 - i. Confirm e-car wise details of physical possession taken.
 - ii. Present status of e-cars batteries and other major e-car parts, accessories, etc.
- f) Assist Client for filing insurance claims and any other associated activity(ies), if required.
- g) Additional scope to be performed if required by EESL/CESL:

- Charging of e-cars as per the technical requirement for such e-cars. The cost of installation of chargers and electricity charges shall be reimbursed on actuals. However, adequate power connection for such facility should be available at the premises and Client shall not reimburse or bear expenses towards upgradation of electricity/power connection infrastructure for installation of chargers.
- Expenditure to be incurred on repairs (if directed by EESL/CESL in writing) so as to make e-cars functional, which should be paid on actuals.
- Towing charges from Upkeep Agency's premises to Authorized Dealers/Workshops (if directed by EESL/CESL in writing) shall be paid on actuals.

The scope of work presented is indicative in nature and shall include any other requirement as decided by EESL/CESL towards closure of assignment.

EESL/CESL and its authorized representatives shall have the right to inspect and review the vehicles and related records as per the scope of works/ services at any reasonable time during normal business hours, upon providing prior intimation to Upkeep Agency.

5. Number of Bids by Bidders

Consortium bids will not be allowed. No bidder or their associates shall submit more than one price bid pursuant to this document. Any bidder applying individually as single bidder shall not be entitled to submit another bid either individually or as member of another consortium, directly or indirectly through an associate of any other bidder, as the case may be. If a bidder submits or participates in more than one bid in this manner, such bids shall be disqualified and rejected.

6. Compensation

The total compensation for availing of the services of Upkeep Agency (including GST) as mentioned below:

- The total monthly compensation for availing the services:

Scope of Services	Number of Vehicles for which fee is quoted	Per Unit Quoted Fee all inclusive (in Rs.) without Charging as mentioned under Clause 4(g)	Total Quoted Fee all inclusive (in Rs.) without Charging as mentioned under Clause 4(g)
A	B	C	D = B X C
Lump sum Fees per vehicle per month to take physical possession, transport, preserve and secure the vehicles, including services as mentioned under scope of works/services provided under Para-4 above	199	xx in figures	xx in figures
Total Quoted Fee		xx (in words)	xx (in words)

- Quantity Variation: Client shall pay the Upkeep Agency on pro-rata basis for the actual number of vehicles. However, Client shall pay atleast 80% of the total quoted fee, in case of award of Rate Contract (RC) / Letter of Award (LoA) and go-ahead to carry out the work. The client reserves the right to increase the quantity by 20% of the original awarded no. of vehicles under the Rate Contract (RC) / Letter of Award (LoA).
- The Total quoted fee is Rs. xxx (in words & figures) as per bid to be quoted per month per

vehicle for Upkeep Agency for the subject project. The fee should be all inclusive (lodging, boarding, transport, travel, Out-of-Pocket Expenses and any applicable taxes etc.). In case of any contradiction between words and figures of the quoted fee, the amount mentioned in the words will be recognized as quoted fee.

- d) Bidder shall bear all the cost/expenses associated with preparation and submission of its Bid/RfP.
- e) Bid shall remain valid for a period of 60 days from bid floating date. Client reserves the right to reject a bid as non-responsive if such bid is valid for a period of less than bid validity period and Client shall not be liable to send an intimation of any such rejection to such Bidder.
- f) No escalation shall be permitted in the fees quoted for the duration of the assignment.
- g) EESL/CESL shall not be liable to pay any delayed payment charges for any reason whatsoever.
- h) The currency of payment will be Indian Rupee.
- i) Issues such as error and misunderstandings, internet troubles etc. shall not be entertained.
- j) The Upkeep Agency shall raise invoices monthly, detailing the services rendered or work completed during the preceding month, along with all necessary supporting deliverables and documentation as required by the Client. The Client shall review and verify each invoice and subject to the satisfactory completion of the corresponding work or services and acceptance by the Client, shall release payment in approx. 10 business days from the date of receipt of the correct and complete invoice. In case of any discrepancies or deficiencies identified during the verification process, the Client shall notify the Contractor within a reasonable time period, and the payment of the disputed amount shall be withheld until resolution. Undisputed amounts shall be paid within the original payment timeline.

k) Performance Security:

The Upkeep Agency shall, within three (3) days from the date of issuance of Rate Contract (RC) / Letter of Award (LoA) to Upkeep Agency, provide the Client with Performance Security for the due and faithful performance of its obligations under the issued RC/LoA. The Performance Security shall be one time and in the form of either an unconditional and irrevocable Bank Guarantee, issued by a scheduled commercial bank acceptable to the Client, in the amount of 5% of the total Contract Value, or a Fixed Deposit Receipt (FDR) in the name of the Upkeep Agency, with a lien marked in favor of Client, for an amount equivalent to 5% of the total Contract Value, issued by a scheduled commercial bank acceptable to the Client.

The Performance Security shall remain valid until 4 months from DD-MMM-YYYY (Date of RC/LoA to Upkeep Agency). The Client shall have the right to invoke or encash the Performance Security, without notice to the Upkeep Agency, in the event of any breach of the Upkeep Agency's obligations under this Agreement or failure to complete the scope of work/services in accordance with the terms of the Agreement.

Failure to furnish the Performance Security within the stipulated time shall constitute a material breach of the issued RC/LoA and shall entitle the Client to terminate the RC/LoA/Agreement and/or claim damages.

Upon successful completion of the obligations and issuance of the final acceptance certificate, the Client shall return or release the Performance Security, as applicable, within 10 days.

In the event that the Contract is mutually extended beyond the original expiry date, the Upkeep Agency shall be required to extend the validity of the Performance Security for a period equivalent to the extended term of the Contract or as mutually agreed. The extension of the Performance Security shall be provided within 3 days from the date of contract extension, on terms and conditions acceptable to the Client.

7. Evaluation and allocation process

- a) Tender quantity for Delhi NCR Location: Bid to be submitted in single lot.
- b) The assignment will be awarded to bidder who has quoted lowest lump sum price, in Indian Rupees, without condition(s) and fulfilling all the terms and condition of the Bid shall be

appointed as Upkeep Agency. Please note that in case bids are received with any conditionality and not as per aforesaid terms, the same shall be liable for rejection summarily.

- c) In case L1 bid is received from multiple bidders i.e. tie in the lowest quoted fee by bidders (fulfilling all the terms and condition of the Bid), then the work shall be awarded to the bidder having the highest turnover.
- d) The client retains the right to negotiate with the bidder(s). The client also does not bind itself to accept the preferred bid before or after the negotiations and it reserves the right to accept or reject any bid, as a whole or in part.
- e) Client, after negotiation, shall declare the Bidder as successful bidder if it's/their bid is most favorable, as per the terms and conditions of the bid and shall offer Rate Contract (RC) / Letter of Award (LoA) to the Successful Bidder notifying allocation of quantity of vehicles and price discovered thereof.
- f) Upon opening of the Price bids, in case Price quoted by Lowest Bidder is found extremely unbalanced by Client in relation to the market rate/its internal estimate/industry standard, Client shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the said bidder to demonstrate the internal consistency of those prices.
- g) The client reserves the right to annul the entire bid process without assigning any reason thereof and also to reject any bid at any time or stage without any liability, without assigning any reason thereof. Moreover, Client reserves the right to modify any terms & condition of the bid process as it may deem necessary, without assigning any reason thereof.
- h) A bid can be rejected by Client without any further correspondence, if,
 - i. It is a case of fraudulent bid and involved in corrupt practice.
 - ii. A bidder submits or participates in more than one bid under this RFP.
 - iii. There is misleading or false representation in the forms, statements and attachments submitted under this Tender/RFP.
 - iv. The bidder is debarred or terminated or blacklisted in India by Central Govt. organization / State Govt. organization/any Municipal Corporation etc.
 - v. Bidder makes an effort to influence Client in its decisions on bid evaluation, bid comparison or selection of the successful bidder (Undertaking to be given on letter head from Key Managerial Personnel (KMP) /Directors)

8. Eligibility Criteria for shortlisting/selection of bidders for financial bids

The following eligibility criteria shall be considered for shortlisting/selection of bidders:

S. No.	Eligibility Criteria	Documents to be Submitted for Compliance by the Bidders
1.	Not to be blacklisted by Central/ State/UT Government or any Public sector entities for the tender item/work duly signed and stamped at company's Letter Head..	<p>Bidder to submit Self Declaration on Company's Letter Head as per relevant Attachment of the RFP Document.</p> <p>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:</p> <ol style="list-style-type: none"> 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; d) Letter/Notification of blacklisting/ debarment.

S. No.	Eligibility Criteria	Documents to be Submitted for Compliance by the Bidders
		Based on aforesaid details provided by the Bidders, CESL shall analyse and decide the case in line with applicable guidelines/notification of Government of India / CESL.
2.	The bidder should have experience of minimum 100 number of vehicles owned/ managed (Charging Infrastructure/ Parking/Upkeep & Maintenance of vehicles)	Undertaking to be given on letter head from Key Managerial Personnel (KMP) /Directors
3.	The bidder should have Minimum 2 years of relevant experience in 4-wheeler ICE industry/EVs	Undertaking to be given on letter head from KMP/Directors clearly mentioning number of years of experience of Bidder in 4-wheeler ICE industry/EVs
4.	<p>a) The net worth of the Bidder should not be negative as on the last date of the preceding Financial year</p> <p>And</p> <p>b) The net worth should not have eroded by more than 30% (thirty percent) in the last three years</p> <p><i>[Net Worth means sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets]</i></p> <p>Please note:</p> <p>a. In case a Bidder and/(or) it's Parent(s)/ Associate(s) has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the statutory auditor of the Bidder certifying to this effect.</p>	<p>For Net worth: Annual Report (audited balance sheet and profit & loss account of the relevant period i.e. the financials of last 3 years of the Lead Member along with proof of callable capital, if any.</p> <p>Annual Report (audited balance sheet and profit & loss account) of the relevant period i.e. the financials of last 3 years.</p> <p>Certificate from Statutory Auditor ensuring compliance with the Net worth requirement.</p> <p>In case the due date for filing annual accounts as per the provisions of Companies Act 2013 is not due for the Bidder(s) then the Bidder(s) may use the MAAT and Net worth of the previous year to meet the Financial Qualification Criteria.</p>
5.	<p>The Bidder should meet:</p> <p>The Minimum Average Annual Turnover (MAAT) of at least INR 5 crores. The MAAT shall be calculated as an average turnover of the last 3 years.</p> <p><i>[The annual turnover of any bidder will include realisation out of sales of Goods and Services but excludes any tax levied (Direct or Indirect) by any enactment of the government of India as per the audited financial statement of the Bidder(s)]</i></p>	<p>For MAAT: Annual Report (audited balance sheet and profit & loss account of the relevant period i.e. the financials of last 3 years of the Bidder.</p>

EESL/CESL reserves the right to request any Bidder to submit documentary evidence(s) of Eligibility Criteria in the form of work order / purchase order / sales order / email communication from client or any other documentary proof to substantiate the Undertaking(s) provided by them towards experience for Eligibility. If any information, statement, or representation provided by the Bidders is found to be false, misleading, or materially incorrect, EESL/CESL reserves the right to take appropriate legal action under the applicable laws and regulations.

9. Deliverables, Timelines and Terms of Payment

The date of the Rate Contract (RC) / Letter of Award (LoA) shall be the Zero Date. A draft Report (including details of cars, their location, its functional position etc.) shall be submitted within 14 days from Zero Date based on physical possession of vehicles taken. The final Report shall be submitted within two days along with any additional inputs sought by EESL/CESL. Upkeep Agency shall adhere to all the timelines as decided by Client from time to time. Thereafter, a monthly report covering the above details shall be submitted to EESL/CESL. Deliverables/ reports shall be timely submitted by Upkeep Agency for project & service.

10. Standard of Performance

The Upkeep Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Receiver/Lenders, and shall at all times support and safeguard the Receiver/Lenders' legitimate interests in any dealings with Third Parties.

The Upkeep Agency shall furnish the resume of the personnel to be associated with the project along with their type of association (task wise).

11. Conflict of Interest

The Upkeep Agency agrees that, during the term of this Contract, the Upkeep Agency and their affiliates, shall not act on behalf of nor represent the Gensol Engineering Limited and Blu-smart entities or its subsidiary/affiliates in any manner whatsoever and shall be disqualified from undertaking any work for the Gensol Engineering Limited and Blu-smart entities or its subsidiary/affiliates for which their services are contracted for at least two years after expiry of contract.

12. Termination

12.1 By Client

Client may, by not less than 30 days written notice to the Upkeep Agency, terminate this contract; if the Upkeep Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30 days (or such longer period as Client may have subsequently approved in writing) following the issue of Client's written notice specifying such breach to Upkeep Agency. Notwithstanding the same, the Client may also terminate the contract at any time during its continuance by serving an advance of notice of 30 days, in case the services of the Upkeep Agency are no longer required by the Client for any reason

12.2 By the Upkeep Agency

The Upkeep Agency may, by not less than 30 days written notice to Client, terminate this contract; if Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30 days (or such longer period as the Upkeep Agency may have subsequently approved in writing) following the receipt of Upkeep Agency notice specifying such breach by Client.

12.3 Payment upon Termination

Upon termination of this Contract by Client as per clause 12.1 above, Client, shall make the following payments to the Upkeep Agency (after offsetting against these payments any amount that may be due from the Upkeep Agency to Client):

- i) Remuneration for Services satisfactorily performed prior to the date of termination.
- ii) In the event of the Contract being so terminated, the Upkeep Agency shall take such steps as are necessary to bring the Services to an end, in a cost effective, timely and orderly manner.

13. Confidentiality clause:

As this assignment is of a confidential nature, Upkeep Agency agrees that they will hold in strict confidence all information obtained and shall not disclose such information to others except for disclosure to the Lenders and those directors, employees or affiliates of the Auditor who need to receive Confidential information for the purposes of executing the Scope of Work.

If it appears that Upkeep Agency has declared (or has threatened to disclose) Confidential Information in violation of this Agreement, the Company shall be entitled to an injunction to restrain Upkeep Agency from disclosing, in whole or in part, Confidential Information. Company shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

14. Liability:

The Upkeep Agency shall exercise reasonable skill, care and diligence in the performance of their obligations under the Agreement. In the event of any deficiency in these Services, the Upkeep Agency shall promptly make up such deficiency at no extra cost to the Client.

The Upkeep Agency shall be liable to client for the performance of the services in accordance with provision of this Contract subject to the following limitations:

- The Upkeep Agency shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any person other than the Upkeep Agency itself or its personnel or any other vendor contracted by Upkeep.
- The Upkeep Agency shall not be liable for any loss or damage caused by or arising out of circumstances under which the UA had no control.
- The Upkeep Agency has no liability whatsoever for any part of the work not designed by it or under its responsibility or which has not been operated/constructed under its supervision.
- The Upkeep Agency shall not be liable for any indirect damage and consequential loss such as loss of profit, loss of production, economic loss and / or loss of interest.
- The liability period for claims of the Upkeep Agency arising out of this agreement is one year. The liability period begins upon Completion of the Services.

The Upkeep Agency maximum aggregate liability, on all accounts, and the maximum amount of indemnification payable by the Upkeep Agency shall be limited to the total contract value.

15. Force Majeure

- Neither party shall be held responsible for any loss or damage or delay in or failure of performance under this Contract to the extent that such loss or damage or delay in or failure of performance is caused by force majeure.
- Either party shall have the right to terminate the Contract with prior written notice if such "Force Majeure" conditions continue beyond 15 days.
- Payment due to Upkeep Agency for the work completed prior to "force majeure" conditions shall be paid.
- Time for performance of the relative obligations suspended by the force majeure shall then stand extended by the period for which such cause lasts.

16. Indemnity

The Upkeep Agency shall indemnify, defend and hold Client harmless against any claim, loss, liability, breach of contractual terms, cost and expenses (including attorney fees) for damage to vehicles or any third-party claim.

17. Coordination:

The Upkeep Agency shall coordinate with the agencies/consultants appointed by EESL/CESL for Project (if required) for effectively discharging their duties as laid down in the scope of work and as required by Client.

18. Arbitration

- In case of any dispute or disagreement concerning the interpretation of the terms and conditions stated in this document, including dispute regarded as such by only one of the parties, the parties hereto negotiate in good faith for a period of 30 days to resolve such a dispute.

- If no settlement is achieved within 30 days, either party may submit such a dispute for Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and any enactment and / or amendment thereof for the time being in force.
- The arbitration award shall be final and binding on both the parties.
- The place of arbitration shall be New Delhi and Indian Laws are applicable for any arbitration proceedings.

19. Governing Law and Jurisdiction

This Contract is governed by Laws of the Republic of India and courts of Delhi / New Delhi shall have the exclusive jurisdiction of the subject matter.

20. Instruction for Submission of Bids and Communication

The Bids, conforming to the conditions of this Bid Invitation Letter, shall be submitted latest by date and time mentioned below, in Physical form (hardcopy of Bids to be delivered at below mentioned address) or by hand delivery / post / courier (at the risk and cost of Bidders) in a **sealed** envelope clearly marked with the following transcript:

“Submission of Bid for Upkeep Agency for Electric Vehicles”

Kind Attn: Mr. Ashim Bhattarcharya, Head (Contracts), Convergence Energy Services Limited (CESL), 9th Floor, Jeevan Prakash Building, 25, Kasturba Gandhi Marg, Connaught Place, New Delhi- 110001

The Bidder shall also submit a signed and stamped copy of this Complete Bid Document, along with all relevant attachments.

CESL shall bear no responsibility for non-receipt of Bids and any other correspondence sent by post/courier. The Bids submitted after the above-mentioned date will not be accepted.

The Bidders shall bear all costs associated with the preparation and submission of the Bids. CESL shall not, under any circumstances, be responsible or liable for any such costs in this regard, whether direct, incidental or consequential.

Note:

Bid Floating Date	: June 21, 2025
Due Date & Time for submission	: June 27, 2025, 12:00 Hours
Opening Date & Time	: June 27, 2025, 12:30 Hours

Any communication under this appointment shall be made in writing to the address specified below:

Mr. Ashim Bhattarcharya
Head (Contracts)
Convergence Energy Services Limited (CESL)
9th Floor, Jeevan Prakash Building
25, Kasturba Gandhi Marg
Connaught Place, New Delhi- 110001

Annexure-B

DECLARATION FOR NO CONFLICT OF INTEREST
(On the letter head of the Bidder)

To
Head (Contracts)
Convergence Energy Services Limited

Dear Sir/ Madam,

It is certified that as on date no conflict of interest exists, with any other organization, department or party(ies) with respect to the nature of work we (Upkeep Agency) are applying for and that during the assignment we will not undertake any assignment/work/job which may affect the interest of the client.

Thanking you,

Date:

Place:

Seal of Organization & Signature of Authorized
Signatory

Annexure-C

AUTHORISATION LETTER
(On the letter head of the Bidder)

To
Head (Contracts)
Convergence Energy Services Limited

Dear Sir/ Madam,

I _____ certify that I am _____ of the _____
Organization, organized under the laws of _____ and that who signed the above
Proposal is authorized to bind the organization by authority of its governing body.

Thanking you,

Date:

Place:

Seal of Organization & Signature of Authorized
Signatory

Annexure-D

**UNDERTAKING FOR BLACKLISTING AND DECLARATION OF INELIGIBILITY FOR
CORRUPT OR FRADULENT PRACTICES
(On the letter head of the Bidder)**

To
Head (Contracts)
Convergence Energy Services Limited

**Sub: Compliance of "Not stand declared ineligible/ blacklisted/ banned/ debarred by
CESL or its Ministry/ Department from participation in its Tender Processes"**

Dear Sir/ Madam,

This Bidder hereby undertake that, We, "Not stand declared ineligible/ blacklisted/ banned/
debarred by CESL or its Ministry/ Department from participation in its Tender Processes".

Thanking you,

Date:

Place:

Seal of Organization & Signature of Authorized
Signatory

Annexure-E

BID FORM (On the letter head of the Bidder)

To
Head (Contracts)
Convergence Energy Services Limited

Sub: Bid Form

Dear Sir/ Madam,

Having read, examined, and understood the abovementioned Tender Document, We, the undersigned [Insert name of the Sole/Lead Bidder], hereby submit/upload our Techno-Commercial and Financial for Bid comprising of Technical and Financial Bid for Bid Name ".....", in conformity with the said Bid Document.

1. We give our unconditional acceptance to the Tender including but not limited to all its instructions, terms and conditions, and formats attached thereto, issued by CESL, as amended. In token of our acceptance to the Tender, the same have been initialed by us and enclosed to the Bid. We shall ensure that We/our Consortium shall execute such requirements as per the provisions of the Tender and provisions of such Tender shall be binding on us.
2. **Fulfilment of Eligibility:** We undertake that We fulfil the Eligibility Criteria stipulated in the Tender and fulfil all the eligibility requirements as the Lead Bidder/ Sole Bidder as outlined in the Tender.
3. **Bid Securing Declaration:** We understand that we shall stand automatically suspended from being eligible for bidding in any tender in CESL for 2 years from the date of opening of this bid, if we breach our obligation(s) under the tender conditions, if we:
 - 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
 - 1) being notified within the bid validity of the acceptance of our bid by the CESL:
 - (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - (b) Fail or refuse to sign the contract.
4. **No Deviation:** We have submitted our Technical and Financial Bid strictly as per terms and formats of the Tender, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.
5. **Acceptance:** We hereby unconditionally and irrevocably agree and accept that the decision made by CESL in respect of any matter regarding or arising out of the Tender shall be binding on us. We hereby expressly waive all claims in respect of Bid process. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations regarding fulfilling our obligations as per the Tender.
6. **Familiarity with Relevant Indian Laws and Regulations:** We confirm that We have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Tender Documents, in the event of our selection as Selected Bidder. We further undertake and agree that all such factors as mentioned in the Tender have been fully examined and considered while submitting the Bid.
7. We confirm that no order/ ruling has been passed in the last 1 (one) year by any Court of Law or any Commission or any Arbitral Tribunal against us or our affiliates for breach of any Contract awarded by any Government agency/department.
8. We confirm that We have not been banned/ debarred by CESL including its parent, or sister company(ies).

9. We confirm that We have not been blacklisted by any Govt. Organization or regulatory agencies or Govt. Undertaking.

10. Contact Person

Details of the contact person representing our Bidding Consortium/ Sole Bidder supported by the Power of Attorney by Lead Bidder / Sole Bidder authorizing an Individual Designated Representative for the Consortium given in Bidding Forms – Technical Bid Section of the Tender are furnished as under:

Full Name:

Designation:

Company:

Address:

Mobile Number:

Phone Number:

Email IDs:

Alternative Mobile Number:

Alternative Email IDs:

11. We are submitting herewith the Technical Bid containing duly signed formats, both in electronic and physical forms (duly attested) as desired by you in the Tender for your consideration.
12. We are also submitting herewith the Financial Bid, as per the terms and conditions in the Tender.
13. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the Tender and subsequent communications from CESL.
14. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the Tender and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
15. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 60 (Sixty) Days from the opening of Techno Commercial Bid.
16. We confirm that We have not taken any material deviation to be deemed non-responsive with respect to the provisions stipulated in the Tender.
17. We are registered in accordance with applicable laws **[Evidence of valid registration by the Competent Authority shall be attached]**.
18. We have read the contents of the Fraud Prevention Policy of EESL and/or CESL (available on the website www.eeslindia.org) and undertake that We along with our associate / collaborator / sub-contractors / sub-vendors / Bidders/ service providers, etc., shall strictly abide by the provisions of the Fraud Prevention Policy of EESL and/or CESL..
19. If our Bid is accepted, We undertake to provide Performance Security (as applicable), in the Form and Amounts and within the times specified in the Tender.
20. 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 Rate Contract, without assigning any reason thereof and incurring any liability to the affected Bidder or Bidder(s) or any obligation to inform the affected Bidder or Bidder(s) of the grounds for the CESL's actions.
21. We declare that, We or our sub-contractor(s) are registered under the Labour Laws/Acts and shall comply with all such Labour Laws/Acts required to discharge our obligation under this Tender.

Thanking you,

Date:

Place:

Seal of Organization & Signature of Authorized
Signatory