

**CONVERGENCE ENERGY SERVICES LIMITED**

*2<sup>nd</sup> 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 Contractor for Design, Manufacture, Supply and Commissioning of 100 Electric Buses & 20 Chargers along with Comprehensive Annual Maintenance to the Govt. of Mauritius.**

**NIT/Bid Document No.: CESL/06/2024-25/MEA/24250605      dated: 26.06.2024**

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**

**NIT/Bid Document No.: CESL/06/2024-25/MEA/24250605**

**dated: 26.06.2024**

**SECTION-1**

**(IFB)**

**Page 1 of 6**

Signature : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d  
Subject: CN=5ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
C=IN, OU=ENERGY, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515



**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 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.
- c) In case, anything to the contrary is mentioned anywhere in the Tender, the same should be ignored.
- d) In the event of a 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).



<b>NIT/Bid Document No.: CESL/06/2024-25/MEA/24250605</b> <small>Signature : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307c4cc1b5181cf4f0d6 Subject: CN=5ae87, ST=Delhi, OID.2.5.4.17=110003, OU C=IN, OU=CESL, O=CESL, CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307c4cc1b5181cf4f0d6</small>	<b>SECTION-1</b> <b>(IFB)</b>	<b>Page 2 of 6</b>
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c33100aba2282c942371c4aa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

## **BID DETAILS**

NIT/Bid Document No.	CESL/06/2024-25/MEA/24250605
Tender Fee	INR 25,000 /- (Rupees Twenty Five Thousand Only) Non-Refundable and Non-adjustable).
Earnest Money Deposit	INR 5,10,00,000 Crores/- (Rupees Five Crores Ten Lacs Only).  (EMD to be valid up to <i>(bid validity+45 days)</i> days from the date of techno-commercial bid opening)
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 26.06.2024 to 24.07.2024 (up to 1400 IST)
Online Bid Submission Period	From 26.06.2024 to 24.07.2024 (up to 1430 IST)
Pre-Bid Conference	On 03.07.2024 at 11:00 Hrs IST through video Conferencing Meeting link: <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_YW14NDkxNDYtMjkwOS00ZjYzLTg0ZTMtNzAyNzkzMmQ4NzNm%40thread.v2/0?context=%7b%22Tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%22Oid%22%3a%221a07d1b8-98ce-426f-8b07-2a1d82604e33%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_YW14NDkxNDYtMjkwOS00ZjYzLTg0ZTMtNzAyNzkzMmQ4NzNm%40thread.v2/0?context=%7b%22Tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%22Oid%22%3a%221a07d1b8-98ce-426f-8b07-2a1d82604e33%22%7d</a>  Meeting ID: 460 832 826 995 Passcode: XfGfjA  Note: <ul style="list-style-type: none"><li>• Bidder shall ensure at their end that the device from which bidder is attending the online meeting is configured appropriately (if required).</li><li>• CESL shall not be responsible for any issue arising on this context. All the queries shall be sent well in advance as mentioned in Annexure-2 of Section-4 (if any)</li></ul>
Techno-commercial E-bid Opening Date & Time	24.07.2024 at 15:00 hrs. IST, online, at following address: - Convergence Energy Services Limited 2 <sup>nd</sup> Floor, Core-3, SCOPE Complex, Lodhi Road, New Delhi-110003
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).

**NIT/Bid Document No.: CESL/06/2024-25/MEA/24250605**

**dated: 26.06.2024**

SECTION-1

(IFB)

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Signature : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cddc1b5181cf4f0dd  
Subject: CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cddc1b5181cf4f0dd  
ST=Delhi, OID.2.5.4.17=110003, OU=Energy Services Limited, CN=DEEPAK MITTAL, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515



	Section-4 – Technical Specification and Special Conditions of Contract (SCC).- Including Volume-I, Volume-II and Volume-III Section-5 – Measurement and Verification. Section-6 – Forms & Procedures.
Contact Person(s) for Technical Queries <i>(copy of the query to be marked to Contracts Dept. as well)</i>	Sh. Venkata Srinivas (Head e-Bus) Sh. Chinmay Chaturvedi (Engineer) Convergence Energy Services Ltd Email: (u_cchaturvedi@eesl.co.in), (head-ebus.cesl@eesl.co.in)
Contact Person(s) for Tender-related Queries	Sh. Ashim Bhattacharya (Head-Contracts), Sh. Kumar Saurabh (AGM– Contracts), Sh. Deepak Mittal (DM - Contracts), Convergence Energy Services Ltd. E-mail: <a href="mailto:abhattacharya@eesl.co.in">abhattacharya@eesl.co.in</a> <a href="mailto:ksaurabh@eesl.co.in">ksaurabh@eesl.co.in</a> , <a href="mailto:dmittal@eesl.co.in">dmittal@eesl.co.in</a>
RfP to be addressed to	CGM (Contracts) Convergence Energy Services Limited. Core-3, 2 <sup>nd</sup> Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

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/06/2024-25/MEA/24250605**” before the submission date & time mentioned above.

CGM -Contracts (CESL),  
Convergence Energy Services Limited  
Core-3, 2<sup>ND</sup> Floor, SCOPE Complex,  
Lodhi Road, New Delhi-110003

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 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

<b>NIT/Bid Document No.: CESL/06/2024-25/MEA/24250605</b> dated: 26.06.2024	SECTION-1 (IFB)	Page 4 of 6
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Signature: CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307c4cc1b5181cf4f0dd  
Subject: C=IN, O=DEEPAK MITTAL, ST=Delhi, OID.2.5.4.17=110003, OU=CGM (Contracts), CN=DEEPAK MITTAL, OID.2.5.4.20=ff9411f4d41dda1eb1b2db75  
c33100aba2282c9423f1c4aa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515





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

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

Contact Details: +91-124-4302033/36/37, +91-8826814007  
[ceslsupport@c1india.com](mailto:ceslsupport@c1india.com), [sandeep.bhandari@c1india.com](mailto:sandeep.bhandari@c1india.com)



<b>NIT/Bid Document No.: CESL/06/2024-25/MEA/24250605</b> <b>dated: 26.06.2024</b>	<b>SECTION-1</b> <b>(IFB)</b>	<b>Page 6 of 6</b>
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**SECTION-2**  
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VICES LIMITED, C=IN  
User ID :- deepak.mittal  
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c33100aba2282c942371ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID :- deepak.mittal  
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## SECTION-2

### INSTRUCTIONS TO THE BIDDER (ITB) / CONSORTIUM OF BIDDERS

**Name of Work: : Selection of Contractor for Design, Manufacture, Supply and Commissioning of 100 Electric Buses & 20 Chargers along with Comprehensive Annual Maintenance to the Govt. of Mauritius.**

**NIT/Bid Document No.: CESL/06/2024-25/MEA/24250605      dated: 26.06.2024**

**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

Signature of Deepak Mittal  
Subject: Selection of Contractor for Design, Manufacture, Supply and Commissioning of 100 Electric Buses & 20 Chargers along with Comprehensive Annual Maintenance to the Govt. of Mauritius.  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100ab2282c9423f1c4aa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID: deepak.mittal  
Serial No: 6NF7A51C



- including all amendments thereto;
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

Signature :  
 Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d;  
 e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
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 c33100ab2282c9423f1c0aa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
 VICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 6N7A510

- indirectly in the Bidding Company, as the case may be;
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

Contract ID: 6862311, OID: 2.5.4.20=f941fc4dd1dda1eb1b2db75  
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 VICES LIMITED, C=IN  
 User ID: deepak.mittal  
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in writing to any request for clarification or modification of the bidding documents that it receives no 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:

CGM(Contracts),  
Convergence Energy Efficiency Limited,  
C/o Floor 2<sup>nd</sup> Floor, Core 3  
Scope Complex, Lodhi Road,  
New Delhi-110003  
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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e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100aba228c9423f1c4aa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID: deepak.mittal  
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## 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.

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Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100aba228c9423f1ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID :- deepak.mittal  
Serial No :- 6NF7A51C

**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.**

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

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e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100aba2282c9423f1c5aa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID :- deepak.mittal



the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of Ministry of MSME, indicated below: -

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

1. For claiming the above exemption for Start-ups, a valid certificate of Start-up recognized by 'Department of Industrial Policy & Promotion (DIPP)' along with Business eligibility certificate or any other document issued by Govt/Recognized institute is required in support of product/ service item being tendered.
2. **Purchase Preference to MSEs:** Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Out of the 25% target of annual procurement from micro and small enterprises 4% & 3% shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs & Women entrepreneurs respectively. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price 4% & 3% sub targets so earmarked shall be met from other MSEs.

Type of tender	Price quoted by MSE	How the tender shall be finalized
Can be split	L1	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

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c33100ab2282c9423f1c4aa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6N7A510





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

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

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

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

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 Serial No :- 6874512



			<p>MSE bidder(s) in such cases shall be less than 25% which will be in line with the tender conditions.</p> <p><b>(c)</b> If MSE is in the range of L1+15% and not getting the order after splitting and award is going to all non MSE bidder(s), then in such event 25% will be awarded to MSE bidder(s) who fall in the range of L1+15% subject to price matching and remaining 75% will be awarded as per the tender conditions to general bidders subject to matching L1 rates.</p> <p><b>(d)</b> If after splitting MSE bidder(s) are getting order for more than or equal to 25%, then other MSE bidder(s) will not be awarded any work under purchase preference clause even if they fall in the range of L1+15%. However, they will be considered for award of work as any other general bidder as per tender conditions subject to matching of rates in order of ranking.</p> <p><b>(e)</b> If MSE bidder is a single resultant vendor, then the quantity that would be considered for award to such bidder will be as defined in the pre-declared split ratio to L-1 bidder in the tender condition; provided the quoted rates of the bidder are found reasonable by CESL. However, CESL reserves the right to award 100% quantity to such MSE bidder provided the MSE bidder has got ATO which is corresponding to the 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</p>
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 Serial No : 6874516



			56% of the cumulative ATO requirement of 100% order value, then maximum 56% work may be awarded to the MSE bidder. However, in such case CESL reserves the right to award appropriate quantity based on the existing requirement and such decision will be taken by CESL which will be binding on the bidder. CESL may take consent from the bidder for award of such quantity (which is over and above the quantity to be allotted to L-1 bidder as per pre-declared split ratio) before award.
Cannot be split as per tender conditions	25% of total experience as required for general bidders	85% of total ATO as required for general bidders	(a) If MSE is L1, 100% order will be given to MSE. (b) If MSE is within the range of L1 + 15%, 100% order will be given to MSE subject to price matching with L1 bidder. (c) If MSE is not L1 and not in range of L1 + 15%, no work will be given to MSE.

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

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="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100aba2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 68774510



Benefits/Preference for Micro & Small Enterprises (MSEs).”

- e) If bidder submits EMD/bid security fees and also MSE certificate along with the offer, then the bidder will be treated as general bidder and no relaxation will be given to such bidders pertaining to MSE's.
- f) The registration certificate must be valid as on bid closing date of the tender. Bidder shall ensure validity of certificate in case bid closing date is extended. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate till the end date of bid submission, are not eligible for any exemption/preference and will not be considered. Such offers will be treated as offers received without EMD and out rightly rejected.
- 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.

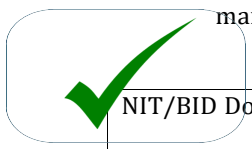
Bidders may further note that except for the deviations listed in Attachment 5, the bid shall be deemed to comply with all the requirement in the bidding documents and the bidders shall be required to comply with all such requirements of bidding documents and technical specifications without any extra 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,

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User ID - deepak.mittal



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 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 and 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

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User ID :- deepak.mittal

NIT/BID Document No.: CESL/06/2024-25/MEA/24250605 dated: 26.06.2024

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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.

## 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 authorise 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 independently 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

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User ID: -deepak.mittal  
Serial No: 6NFA511C



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)

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

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Serial No : 6NF7A51



- 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.
  - 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 schedule. 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.



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 c33100abaz2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
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 User ID :- deepak.mittal  
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## 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. I(10)/2017-CLES dt. 06.12.19 or subsequent notification. The above 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 their 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 be 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.

CGM (Contracts),  
Convergence Energy Efficiency Limited,  
C/o Floor 2<sup>nd</sup>, Core 3  
Scope Complex, Lodhi Road,  
New Delhi-110003  
Email: [ceslscm@eesl.co.in](mailto:ceslscm@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

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User ID : deepak.mittal  
Serial No : 687451

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than in such case, their bid documents received in hard copies shall not be accepted and will be returned to them in unopened condition.

## 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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VICES LIMITED, C=IN  
User ID - deepak.mittal  
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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 completeness, consistency and detail will



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User ID: deepak.mittal  
Serial No: 6NF7A511

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 statutory 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.



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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.

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



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#### 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 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**

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**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 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 through 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 three to ten percent (03%-10%) of the contract price. The actual value of Contract Performance Guarantee (CPG) will be as defined in Section-4 or as specified in tender

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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:

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



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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

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. ~~The transport to such place of destination in India~~ including insurance, as shall be specified in the

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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 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.

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## 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.

## 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 of all 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

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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 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.

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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

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.



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VICES LIMITED, C=IN  
User ID :- deepak.mittal  
Serial No :- 6NF7A51C

## 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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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 means 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 equipments 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 equipments and/or additional warranty, where ever 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 cross-fall 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 contract 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 Con-tract 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

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VICES LIMITED, C=IN  
Serial No : 6247A515

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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 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

4.1 Unless 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.

4.1.1 Any 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.

4.1.2 Any 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.

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

4.1.4 Either 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

5.1 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.

## 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







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 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.

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VIVES LIMITED,CN=V  
Serial No : 6247A515

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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.

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

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VICES LIMITED, CN  
Serial No : 6247A515

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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 de-fects in design, material and workmanship and shall further guarantee as under:

- (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



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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 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 Sub Contractor 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

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VICES LIMITED, CN=DELHI  
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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 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

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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.

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 a 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 between three to ten percent (3% to 10%) of the Contract Price of all the Contracts, with a initial validity upto 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 between three to ten percent (3% to 10%) of the value of all the Contracts i.e.

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VICTORY LIMITED, CN=V  
Serial No : 6247A515

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**D. Intellectual Property**

**15. Copyright**

15.1 The 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 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 Clause 16.

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**

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Serial No : 6247A515



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## 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 (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 person 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.

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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.

### 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, where ever 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

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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-Clause 21.2.2 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 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

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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 Bench Mark: The Implementing Partner shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, 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 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 labor as is necessary for the proper and timely execution of the Contract. The Implementing Partner is encouraged to use local labor 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 labor, 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 labor 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 SubImplementing 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 behavior by or amongst its employees and the labor of its Sub-Implementing Partners.

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VIVES LIMITED, CN  
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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

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 statutory 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

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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 (where ever 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 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.

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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.

## 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

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Serial No : 6247A515

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### 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

31.1 Ownership 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.

31.2 Ownership 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.

31.3 Ownership 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 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

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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. TheCESL 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 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

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VIVES LIMITED, CN  
Serial No : 6247A515

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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-Clause 38.3 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-Clause 33.1, 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 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 Clause 33 shall take all reasonable

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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.

**(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-insured's for losses or claims arising out of the performance of the Contract shall be waived under such policies.



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(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-Clause 35.1, 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.

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

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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).

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,

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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:

- 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

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 VICES LIMITED, CN  
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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 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

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VIVES LIMITED, IN  
Serial No: 6247A515

**NIT/BID Document No.: CESL/06/2024-25/Fleet Mgt/24250402 dated:  
23.04.2024**

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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 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

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- (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 SubImplementing 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 SubImplementing Partners’ personnel.
- (c) any amounts to be paid by the Implementing Partner to its SubImplementing 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).

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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 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



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.

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 will 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 contractors 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

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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

*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/ organisations 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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**23.04.2024**

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# Request for Proposal (RfP)

*for*

## **Selection of Contractor for Design, Manufacture, Supply and Commissioning of 100 Electric Buses & 20 Chargers along with Comprehensive Annual Maintenance to the Govt. of Mauritius**

June 2024



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VICES LIMITED, c=IN  
User ID : deepak.mittal  
Serial No : 6247A515

## SECTION-4

**(Note: The terms and conditions stipulated herein that is section-4 will supersede any contradictory/similar/overlapping terms and conditions in any other section/part of tender)**

**Name of Work: -:** Selection of Contractor for Supply and Commissioning of 100 Electric Buses with 20 Chargers along with Comprehensive Maintenance

**NIT/Bid Document No.:** CESL/06/2024-25/MEA /20240605

**Dated** 26.06.2024

This Section 4 of Request for Proposal (RfP) comprises of three volumes:

- Instructions to Bidders (Volume 1)
- Technical Specifications (Volume 2)
- Contract Agreement (Volume 3)

The Bidder is expected to examine all Instructions to Bidders, Technical Specifications and Contract Agreement in the RfP Document and to furnish with its Proposal all information or documentation as is required by the RfP Document.

The bidding documents including this RfP Document and all attached documents are and shall remain the property of Convergence Energy Services Limited (CESL) and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. CESL will not return any Proposal, or any information provided along therewith.

The statements and explanations contained in this RfP are intended to provide an understanding to the Bidders about the subject matter of this RfP and shall not be construed or interpreted as limiting in any way or manner whatsoever the scope of services, work and obligations of the Selected Bidder to be awarded pursuant to the RfP Document including the terms thereof, and this RfP including terms herein contained.

Consequently, any omissions, conflicts or contradictions in the Bidding Document including this RfP are to be noted, interpreted, and applied appropriately to give effect to this intent and no claim on that account shall be entertained by either CESL or the Ministry of External Affairs (MEA).



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VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

## DISCLAIMER

1. This Request for Proposal (RfP) document is not an agreement or offer by CESL to the prospective Bidders or to any other party. The purpose of this RfP document is to provide interested parties with information to assist the formulation of their Bid. The RfP document is based on material and information available in public domain.
2. This RfP, is not transferable and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). If the recipient does not continue with its involvement in the Project in accordance with this RfP, this RfP must be kept confidential.
3. While this RfP has been prepared in good faith, neither CESL nor its employees or advisors/consultants make any representation or warranty expressed or implied as to the accuracy, reliability or completeness of the information contained in this RfP. The Bidders shall satisfy themselves, on receipt of the RfP document, that the RfP document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of this RfP document on or before the date & time mentioned in this RfP, it shall be considered that the issued document, complete in all respects, has been received by the Bidders.
4. This RfP document includes statements, which reflect various assumptions arrived at by CESL to give a reflection of status in the RfP. These assumptions should not be entirely relied upon by Bidders in making their own assessments. This RfP document does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. It is not possible for CESL to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfP document. Certain Bidders may have a better knowledge of the Project than the others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP document and obtain independent advice from appropriate sources.
5. Neither CESL, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfP document, any matter deemed to form part of this RfP document, the award of the Project, the information supplied by or on behalf of CESL or its employees, any consultants or otherwise arising in any way from the qualification process for the said Project.
6. By participating in the bidding process, each of the Bidder shall have acknowledged and accepted that it has not been induced to enter into such agreement by any representation or warranty, expressed or implied, or relied upon any such representation or warranty by or on behalf of CESL or any person working in the bidding process.
7. CESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement this RfP document. Such updates, amendments, or supplements, if any, will however be circulated to the Bidders within reasonable time prior to the last date for submission of Bid.
8. Each Bidder unconditionally agrees, understands, and accepts that the CESL reserves the rights to accept or reject any or all Bids without giving any reason. Neither CESL nor its advisers shall entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.
9. This RfP may be withdrawn or cancelled by the CESL at any time without assigning any reasons thereof. CESL further reserves the right, at its complete discretion to reject any or all the Bids without assigning any reasons whatsoever.

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Serial No : 6247A515





# Volume 1 – Instructions to Bidders



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VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

## 1. DEFINITIONS

- 1.1 **“Applicable Laws”** shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time and a list of such laws is placed at Annexure B.
- 1.2 **“Authority”** shall mean public transport corporations and/ or any entity owned by the Government of the Republic of Mauritius which is engaged in public transport services.
- 1.3 **“Bidder(s)”** shall mean individual entity bidding in response to this RfP.
- 1.4 **“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 timeline defined in Clause 19.3 of RfP Volume 1.
- 1.5 **“Chargers”** means a charger complying with Standards and Specifications as detailed in Volume 2 “Technical Specifications of Buses and Chargers”
- 1.6 **“Commercial operation date/ COD”** shall mean the date on which the Selected Bidder received a completion certificate from the Purchaser confirming the supply of all Buses with Chargers as per this RfP and successful operation of these Buses for a period of 1 month.
- 1.7 **“Component Warranty”** means the Contractor will provide warranty on battery and motor of all Buses for a period of 6 years or 3,00,000 kms from COD, whichever is earlier and on Chargers for a period of 6 years.
- 1.8 **“Comprehensive Annual Maintenance Contract” (CAMC)/ “Maintenance”** by the Contractor mean and include the responsibility of the Contractor to make available to the Authority the buses in full running condition and fit for performing duties each day as per the provisions of the Contract till the end of 1 year from end of the Warranty Period. CAMC will include periodic maintenance, breakdown assistance, provision of regular required services, labor as well as consumables and spares and replacement of parts/ sub-assemblies/ assemblies. However, tyres maintenance/ replacement and the washing & cleaning of Buses will not be covered in the scope of CAMC.
- 1.9 **“Contract Agreement”** means the agreement as per the format provided in Volume 3 (“Agreement”) which shall be signed between the Contractor and Purchaser.
- 1.10 **“Contractor”** means a bidder that is issued Letter of Award (“LoA”) by CESL for this tender as per the provisions of Clause 12 of RfP Volume 1 and with whom the Contract for the supply is placed.
- 1.11 **“Control”** means the following:
  - i) The ownership of common shareholders, directly or indirectly (i.e., together with one or more of its subsidiaries/Holding companies), of at least 51% of the voting shares/ shareholding of the firm in question, OR
  - ii) The right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or

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indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

- 1.12 **“Electric Bus/ e-Buses/ Buses”** means a bus complying with Standards and Specifications as detailed in Volume 2 “Technical Specifications of Buses and Chargers”.
- 1.13 **“Effective date”** of the Contract shall mean the date on which the ‘Letter of Acceptance’ (LOA) shall be dispatched by the Purchaser.
- 1.14 **“Final Destination”** means National Transport Corporation, Bonne Terre, Vacoas, Republic of Mauritius or any other location in Republic of Mauritius that may be determined and communicated by the Purchaser or Authority.
- 1.15 **“Inspection Agency”** means the any government approved testing organisation in India for the purpose of inspection of buses or work under the Contract.
- 1.16 **Inspection**
- i. **“Pre-Dispatch Inspection”** (PDI) of buses means the inspection of fully built buses to be carried out at the Contractor’s manufacturing premises before dispatch by the Inspection Agency, Purchaser, MEA and/ or any other entity nominated by MEA.
  - ii. **“Final Inspection”** of buses means inspection of the buses to be carried out at the Final Destination by the MEA and/ or the Purchaser or any other agency authorized by MEA/ Purchaser.
- 1.17 **“Letter of Acceptance (LOA)”** means the letter or memorandum communicating to the successful Bidder the acceptance of its Bid and includes an advance acceptance of its Bid.
- 1.18 **“OEM”** means Original Equipment Manufacturer of Buses which is a registered bus manufacturer in India under applicable laws engaged in manufacture and supply of Buses and who has submitted the bid for the supply of 12m non-AC standard floor Buses (Design, Manufacture, Supply, Testing & Commissioning) as per the terms and conditions and Technical Specifications of the RFP document.
- 1.19 **“Purchaser”** means Convergence Energy Services Limited (CESL) or its authorized representatives.
- 1.20 **“Selected Bidder(s)”** means a bidder that is issued Letter of Award (“LOA”) by Purchaser for this tender as per the provisions of Clause 12 of RfP Volume 1.
- 1.21 **“Test”** means such test(s) as is/ are prescribed by the Purchaser or considered necessary by the Inspection Agency whether performed or carried out by the Inspection Agency or any agency acting under the direction of the Purchaser/ MEA.
- 1.22 **“Warranty Period”** means a warranty for the Buses supplied under the Contract Agreement for period of 1 year or 1,00,000 kms whichever is earlier starting from COD. Furthermore, during the Warranty Period the Contractor has to ensure availability of Buses on a daily basis to the Authority and it will also include periodic maintenance, breakdown assistance, provision of regular required services, labor as well as consumables and spares and replacement of parts/



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sub-assemblies/ assemblies excluding tyres maintenance/ replacement and the washing & cleaning of Buses.

## 2. BACKGROUND

CESL is a wholly owned subsidiary of Energy Efficiency Services Limited (EESL), under the administration of the Ministry of Power (MOP), GOI.

CESL offers interventions that solve multiple gap areas in the energy ecosystem by amalgamating seemingly independent yet complementary sectors such as electricity, transport, home appliances and introducing models for adoption at scale through government partnerships and innovative financing such as carbon markets. CESL focuses on the development of renewable energy, electric mobility, storage etc. with the ultimate objective of discovering business models around a convergence of the various initiatives of the company. CESL is the only nodal agency to aggregate notable demand of e-Buses across states and cities in collaboration with various Government stakeholders including Niti Aayog, MHI, MoRTH, MoHUA and MoP.

On the 56th National Day celebrations of Mauritius in March 2024, the Government of India had announced supply of environment-friendly electric buses to the Government of Mauritius. The first supply of 100 buses is being planned for this year and for this the Ministry of External Affairs (MEA) has appointed CESL for “Supply of 100 Nos e-Buses with 20 electric chargers for Government of Mauritius along with development of allied civil and electrical infrastructure for electric chargers” on behalf of the Government of India.

For this, CESL is appointed by the MEA as a Project Implementing Agency (PIA) and thus CESL is inviting Bids from e-Bus OEMs to supply the 100 e-Buses and 20 electric chargers. Furthermore, in the future, 100 more Buses may be procured by either the Purchaser or the Authority through different financing routes, like LoC, etc.

## 3. SCOPE OF WORK

3.1 This RfP has been prepared for the deployment of 12m non-AC electric buses on direct procurement from OEM. A Contract Agreement as per the format provided in Volume 3 (“Agreement”) shall be signed between the Contractor and Purchaser.

3.2 The scope of work for CESL shall be as follows:

**CESL shall play the role of a Program Manager for deploying electric buses under the Contract Agreement and shall be responsible for following:**

### **PHASE I: Procurement and supply of e-buses**

1. Designing and implementing a transparent and fair national competitive bid process.
2. Drafting the tender bid documents, agreements, and any other necessary documents related to procurement of the e-Buses.
3. Publishing of tender document, followed by technical and financial evaluation of bid for allotment.

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4. Conducting the Stakeholder meetings including Pre-Bid meetings.
5. Performing prototype inspection of the e-Buses being supplied by the successful bidder. A joint prototype inspection shall be carried out by the team comprising of officials from CESL, Ministry of External Affairs (MEA) and/ or any other person nominated by the Government of the Republic of Mauritius.
6. Ensuring timely delivery of Buses to the Authority.
7. Complete supervision of all the activities including successful installation of electrical chargers and deployment of buses.
8. Development of forms/formats for monitoring the bus operations (Breakdown, Availability, Punctuality, spare parts, maintenance, etc.)

## **PHASE II: Monitoring and Capacity building**

1. Monitoring periodic maintenance of the e-Buses for 2 years from COD of Buses and Chargers.
2. Ensuring capacity building of the Drivers and Maintenance staff of the Authority as per the Contract Agreement.
3. Analysis of the various reports of OEM/ Govt of Mauritius (Breakdown, Availability, spare parts, maintenance, frequency, kms operation etc.).
4. Submission of periodic performance reports to MEA.
5. Coordination with Contractor for and necessary support.
6. Monitoring of Buses and Chargers during the Warranty Period.

## **4. BRIEF DESCRIPTION OF THE BIDDING PROCESS**

The key points of bidding process are as follows:

- 4.1 **Bidding Process:** CESL has adopted a single-stage, two-envelope process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, a Bid shall be invited under two envelopes. Along with the Bid, the Bidder shall pay to CESL a non-refundable sum of INR 25,000 towards bid-document fees. Eligibility and qualification will be determined based on details submitted in envelope 1 (Technical Bid). The Financial Bid as the second envelope shall be opened of only for those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.
- 4.2 **Evaluation and Allocation Process:** Bids will be evaluated based on the cumulative rate quoted by the Bidders for the supply of Buses, Chargers, freight charges and 1-year CAMC prices. Please refer to Clause 10 of this RFP for further details on award of contract and the evaluation process.
- 4.3 **Due Diligence and Site Visit:** Bidders are encouraged to examine and familiarize themselves fully about the Project/ nature of assignment, local conditions, availability of necessary materials, applicable laws and regulations, and any other matters considered relevant by them before submitting the bid. Bidders are encouraged to visit the site locations. Any comments shall be sent in writing and will be addressed by CESL during the Pre-Bid Meeting.



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- 4.4 **Acknowledgement by Bidder:** It shall be deemed that by submitting the Bid, Bidder has made a complete and careful evaluation of RfP, received all relevant information from CESL, accepted risk of inadequacy, error or mistakes provided in RfP, acknowledged no conflict of interest, agreed to bound by undertakings provided by it under and in terms hereof. CESL shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RfP or the Bidding Process, including any error or mistake therein or in any information or data given by either the Authority or CESL.
- 4.5 **Cost of Bid:** Bidders shall be responsible for all the costs associated with the preparation of their bid establishing eligibility, submission, and participation in the bid process. CESL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
- 4.6 **Bid Currency:** All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR)
- 4.7 **Bid Validity:** Bid shall remain valid for a period of 120 days from Bid Due Date. CESL 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 CESL shall not be liable to send an intimation of any such rejection to such Bidder. In exceptional circumstances, prior to expiry of the original bid validity period, CESL may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting their Bid Security/ EMD. A bidder agreeing to the request will not be permitted to modify his bid but will be required to extend the validity of his Bid Security/ EMD for the period of the extension, and in compliance with RfP terms in all respects. The price as per the bid shall be valid for the entire duration of the Agreement when awarded within the bid validity period.
- 4.8 **Number of Bids by Bidder:** No Bidder, its Associate or their associates shall submit more than one Bid for this RfP. If a Bidder submits or participates in more than one Bid in this manner, all such Bids shall be disqualified and rejected.
- 4.9 **Price Bid:** The Bidder needs to meet/ fulfil the eligibility and qualification criteria provided to qualify in the RfP. Bidder would be required to quote the cumulative rate for supply and commissioning of the Buses and Chargers along with 1-year CAMC as per the contract conditions specified in this RfP. Price bid of only those Bidders fulfilling the eligibility and qualification criteria shall be opened. The Bidder having the lowest and responsive price Bid, which is determined as per clause 10 of this RfP, shall be considered as preferred Bidder for award of the project.
- 4.10 **Quotations:** Bidders should quote their rates in figures and numbers in the unit of Indian Rupees, specified in the e-tender by carefully punching in the appropriate field. All prices quoted in the Bid shall be quoted in Indian Rupee(s) (INR). The Bidder is required to deliver and commission the Buses and Chargers at the Final Destination, indicating the following break-up of price:

- i) 100 nos. Buses price,
- ii) 20 nos. Charger price,
- iii) Freight charges, and

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iv) 1-year CAMC price.

4.11 The Buses and Chargers will be procured by CESL without payment of GST as the export of goods is zero rated in GST Act. Any applicable taxes and/ or duties on the Buses and Chargers (if any) shall be borne by MEA. The consignment shall be exempted from payment of custom duties and local taxes, if any, by the Government of Mauritius. However, the Contractor is required to inform the Purchaser about the consignment details at least 3 weeks in advance so that those exemptions (if required) can be taken from the Government of Mauritius. To further clarify, price quoted should exclude any taxes and duties payable on supply and commissioning of Buses and Chargers.

The Purchaser/ Authority and or MEA will not pay the Selected Bidder separately for transit insurance and Selected Bidder shall be solely responsible for delivery of Buses at the Final Destination. The Selected Bidder needs to ensure and fulfill all the required activities and documentation etc. for the supply of the Buses and Chargers from India to the Final Destination and commissioning thereof.

All Price Bids shall be submitted through the e-tendering system and Bidders shall take utmost care while quoting rates and other charges, if any. No subsequent variation in the rates quoted in the price Bid will be allowed whatsoever. Issues such as error and misunderstandings, internet troubles and so on will not be entertained.

## 5. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- 5.1 Bidder shall furnish a EMD i.e. Bid Security for the captioned work. It shall be provided from scheduled banks only, in form of irrevocable bank guarantee/ account payee demand draft in favour of CESL payable at New Delhi in the format as specified in Annexure 2 of Section 6.
- 5.2 Bidders may submit EMD in the form of Insurance Surety Bonds as well.
- 5.3 The Parent/ Associate whose Financial credentials have been used by the Bidder may alternatively provide Bid Security on behalf of the Bidder which should be supported by a Board resolution authorizing CESL to forfeit the Bid security in line with the provisions of this Tender.
- 5.4 The EMD details are provided in the table below:

Particulars	Amount (in INR crores)
Supply and commissioning of Buses and Chargers	5.1

- 5.5 No interest will be payable by CESL on the EMD.
- 5.6 The EMD of the Selected Bidder will be returned after the Performance Security (in the form of Contract Performance Bank Guarantee or Insurance surety bonds) in the format as specified in the Agreement, is furnished to the Purchaser, and all dues to CESL are paid. Written confirmation from the CESL or alternatively proof of receipt of Performance Security/ CPBG by the Purchaser shall be required before releasing the EMD.
- 5.7 EMD of all techno-commercially/ financially unsuccessful bidders will be returned to them

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within 30 days of issuance of Letter of Award (LoA) to the successful bidder by CESL.

5.8 The EMD of a Bidder shall be forfeited in the following events:

- a. If a bidder withdraws/modifies/changes its Bid during the period of Bid validity.
- b. In the case of a Selected Bidder, if the bidder fails to sign the Contract Agreement with CESL for any default on their part within the stipulated time as specified under this RfP.
- c. Successful bidder fails to furnish the required CPBG within stipulated time as per the terms and conditions mentioned in this RfP.
- d. In case the Selected Bidder does not clear its dues as per due dates specified in this RfP.
- e. Bidders submitting any wrong information or making any misrepresentation in their Bid as per the RfP terms.
- f. If the bidder engages in fraudulent practices as mentioned in clause 18 of Volume 1 within the period of validity of bid.
- g. In case of occurring of any other event as may be specifically stated in the RfP document.



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## 6. BIDDING CONDITION FOR SINGLE BIDDER

**A Bid under this RfP can be submitted by a Single Bidder in this RfP as per the following conditions:**

- a) The Bids can be submitted by an OEM as a Single Bidder that fulfils the eligibility criteria mentioned in clause 7 of Volume 1.
- b) Notwithstanding the provisions of above, the Selected Bidder shall ensure, that in the event it has been selected for the Project on the financial capabilities of its/any of the Parent/ Associate, the said Parent/ Associate shall remain a(n) Parent/ Associate of the successful bidder, till COD.

## 7. ELIGIBILITY CRITERIA AND QUALIFICATION CRITERIA


7.1 The eligibility criteria under this RfP is specified below:

Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
<b>D) General Eligibility</b>		
A	The Bidder must be a registered bus manufacturer in India under applicable laws and should be engaged in manufacture and supply of Buses as per the terms and conditions and Technical Specifications of the RFP document.	1. Homologation certificate for a 12m Electric Bus from a certified testing agency in India



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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
B	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> <p>a) Date and validity of blacklisting/debarment;</p> <p>b) Name of regulatory/ statutory body/ Central/State/UT Government or Public sector entities who has issued such blacklisting/ debarment;</p> <p>c) Reason for blacklisting/debarment;</p> <p>d) Letter/Notification of blacklisting/ debarment.</p> <p>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.</p>
C	<p>Bidder must be either:</p> <p>A company incorporated in India under or prior to the Companies Act, 1956/ 2013</p> <p>OR</p> <p>Partnership firm registered under the Indian Partnership Act</p> <p>OR</p> <p>An LLP incorporated under Limited Liability Partnership Act, 2008</p> <p>OR</p> <p>A registered proprietary firm in India</p>	<p>Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted</p> <p>Copy of registered Partnership Deed should be submitted</p> <p>Copy of Certificate of Incorporation, and Registration Certificate of the bidder should be submitted</p> <p>Copy of sales tax/GST registration, EPF registration, Shops and Establishment Dept. registration certificate, as may be applicable, should be submitted</p>

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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
<p><b>Only the Bids of the Bidder meeting above Eligibility Criteria shall be considered for assessment of next stage of assessment of Qualification Criteria.</b></p>		
<p><b>II) Technical Qualification Criteria:</b> For meeting technical qualification criteria the Bidder should satisfy the criteria mentioned in (D) below:</p>		
D	<p>1. The Bidder should have regularly, starting 01<sup>st</sup> April of the previous financial year till Bid Due Date, manufactured and supplied Electric Buses</p> <p style="text-align: center;">and</p> <p>2. The Bidder' should have manufactured and supplied at least 80 'Electric Buses' in at least one of the last three financial years' or in the current financial year</p> <p style="text-align: center;">and</p> <p>3. 'The Bidder' must have an annual capacity to manufacture and supply at least 500 Electric Buses prior to the Bid Due Date. The manufacturing facility must be located in India.</p>	<p><b>License of manufacturing buses:</b> Proof of manufacturing and sale like Work order, supply agreements, contract etc. (clearly mentioning the no. of unit sold, customer name and date of supply), proof of manufacturing capacity available and proof of delivery.</p> <p><b>Annual capacity for Bus manufacturing and supply:</b> Certificate from a Chartered Engineer confirming the adequate production capacity of E-buses and self-certification by the OEM on its letterhead.</p>
<p><b>III) Financial Qualification Criteria:</b> For meeting financial qualification criteria the Bidder should satisfy the criteria mentioned in (E) and (F) below:</p>		
E	<p>The Bidder should meet:</p> <p>a) the Minimum Average Annual Turnover (MAAT) of at least INR 202.30 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><b>For MAAT:</b> Annual Report (audited balance sheet and profit &amp; loss account of the relevant period i.e. the financials of last 3 years of the Bidder/ Lead Member and of Associate (applicable in case its experience is being utilized for meeting the qualification criteria).</p>



Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
F	<p>(i) The net worth of the Bidder should not be negative as on the last date of the preceding Financial year</p> <p style="text-align: center;">And</p> <p>(ii) 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><b>Please note:</b></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><b>For Net worth:</b> Annual Report (audited balance sheet and profit &amp; 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 &amp; 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>

7.2 The Bidder is required to separately meet the technical and financial qualification criteria mentioned above.

7.3 The Bidder may seek qualification based on financial capability of its Parent and/ or Associate(s) for the purpose of meeting the Qualification criteria.

7.3.1 In case the Bidder uses the financial capability of its Parent/ Associate for the purpose of meeting the qualification criteria, then a certificate by the Statutory Auditor clearly explaining how the Parent/ Associate firm meets the above definition of the Parent/ Associate under the RfP shall be submitted by the Bidder.



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Serial No : 6247A515

## 8. SUBMISSION OF THE BID

- 8.1 The information and documents in Technical Bid will be submitted by the Bidder as per the formats specified in Section 6 of this document.
- 8.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for rejecting the bid.
- 8.3 Bid documents shall be signed and stamped by the authorized signatory of the bidder on each page. The signed pages shall be scanned and uploaded at designated places. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialed by the person(s) signing the Bid. Each page of the Bid must be numbered at the right-hand top corner.
- 8.4 The Bid shall include unconsolidated/consolidated audited annual accounts (consisting of unabridged Balance Sheet, Profit and Loss Account, profit appropriation account, Auditors Report, etc.), as the case may be, of Bidder for the last three (3) financial years immediately preceding the Bid Due Date.
- 8.5 The Bidder should designate at the most two persons to represent the Bidder in its dealings with CESL. The person(s) should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bids etc. The Bidder should submit, along with Bid, a Power of Attorney (as per format specified in Annexure 3 of Section 6), authorizing the signatory of the Bid. Bidder shall submit the board resolution committing 100% of equity requirement for the Project, in the Bid.

## 9. CONFLICT OF INTEREST

- 9.1 A Bidder shall not have a conflict of interest that affects the Bidding process (the “Conflict of Interest”). In the event a Bidder is found to have a Conflict of Interest, CESL may choose to reject the Bid, terminate the Agreement (in the event it has been awarded) as per termination clause in the Agreement.
- 9.2 Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:
  - a) the Bidder or its Member (or any constituent thereof) and any other Bidder or its Member (or any constituent thereof) have common controlling shareholders or other ownership interest; Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or its Member (or any shareholder thereof having a shareholding of more than 15% (fifteen per cent) of the paid up and subscribed share capital of such Bidder or its Member, as the case may be) in the other Bidder or its Member, is less than 15% (fifteen per cent) of the subscribed and paid-up equity share capital thereof; Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
    - (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (ii) subject always to sub-clause (a) above,

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where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid-up equity shareholding of such intermediary; or

- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder or its Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or its Member, has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or its Member; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder, has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- f) such Bidder has participated as a consultant to CESL in the preparation of any documents, design, or technical specifications of the Project.

## 10. EVALUATION AND ALLOCATION PROCESS

### 10.1 Bidding Conditions:

1. The Bids will be evaluated independently, depending on the cumulative INR rate quoted by the Bidders for the supply and commissioning of Buses and Chargers, freight charges and CAMC charges for 1-year.
2. The Bidder is required to quote for all 100 Buses and 20 chargers on Turnkey Basis to the Final Destination.
3. The Bidder must Bid for each line item of the price bid. If bidder does not quote for all line items, the bids will be rejected.

### 10.2 CESL shall appoint Selected Bidder in the following manner:

1. The Financial bids of those Bidders who are found responsive and are qualified in accordance with the terms of this RfP shall be opened and evaluated independently on the INR rate quoted by the Bidders.
2. A list of all such Bidders whose financial bids are opened will be prepared ranking the Lowest Bidder (L1) up to the Highest Bidder (H1), ("Rank List").
3. The Bidder quoting the Lowest Price (L1 Bidder) shall be considered the "Preferred Bidder".



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4. In case of a tie (where total evaluated price of two or more Bidders are same), Bidder having the highest value of average annual turnover, as considered for meeting the financial qualification requirement under this RfP, would be considered for award.
5. CESL, and only 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 reserves the right to accept or reject any bid, in whole or in part.
6. Upon opening of the Price bid, in case Price quoted by Lowest 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 Price Bid, from the said bidder to demonstrate the internal consistency of those prices.
7. CESL shall declare the Preferred Bidder as Selected Bidder if it's/their bid is most favourable as per the provisions of RfP and shall then enter into Contract Agreement with this Selected Bidder.
8. After the financial evaluation of the submitted bids, CESL shall issue LoA (Letter of Award) to the Selected Bidder.
9. If there is only one Eligible Bidder for this RfP then CESL shall consider relevant provisions of “*Manual of Procurement of Goods, 2022*” issued by Department of Expenditure and “*EESL guideline of Procurement of Goods*” to consider further course of action.

## 11. PREPARATION AND SUBMISSION OF TECHNICAL BID AND PRICE BID

### 11.1 Format and Signing of Bid

- a. The Bidder shall provide all the information sought under this RfP. CESL will evaluate only those bids that are received online in the required formats and complete in all respects. Bid Security, cost of bid document, Power of Attorney (POA) etc. as specified in the RFP are to be submitted in hard copies.
- b. The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
- c. All pages of the Bid shall be serially numbered, and Bid shall comprise of index mentioning the details of all the appendices and annexures and other documents submitted by the Bidder.

11.2 All the information and documents in Bid shall be submitted in English language only.

11.3 Bidders shall mention the name, designation, telephone number, fax number, email address of the authorized signatory and complete address of the Bidder in the covering letter as per annexure 1 in Section 6.



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- 11.4 All pages of the Bid shall be initialed and stamped by the authorized signatory on behalf of the Bidder.
- 11.5 A Bidder shall submit only one Bid under this RfP.
- 11.6 The technical and financial capability of a particular company / particular project (Parent and/or Associate) shall not be used directly or indirectly by more than one Bidder.
- 11.7 This Request for Proposal (RfP) document is not transferable. The RfP document and the information contained therein is for the use only by the Bidder to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project, this RfP document must be kept confidential.
- 11.8 Though adequate care has been taken while preparing this RfP document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to CESL immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of RfP document, it shall be considered that the RfP document is complete in all respects and has been received by the Bidder.
- 11.9 Bids submitted by the Bidder and opened on scheduled date and time as stipulated in this RfP shall become the property of CESL and CESL shall have no obligation to return the same to the Bidder.
- 11.10 CESL may, at its sole discretion, ask for additional information / document and/or seek clarifications from a Bidder after the Bid Due Date, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Financial Bid shall be sought or permitted by CESL.
- 11.11 Non submission and/or submission of incomplete data/ information required under the provisions of RfP shall not be construed as waiver on the part of CESL of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.
- 11.12 All Bidders are required to ensure compliance with all the Applicable Laws.

## 12. DOCUMENTS COMPRISING TECHNICAL AND FINANCIAL BID

The Bidder shall submit the Technical Bid & Financial Bid online through CESL's e-procurement portal comprising of the following documents along with supporting documents as appropriate and in the format specified in Section 6 of this Tender Document:

### 12.1 Technical Bid:

The Bidder is required to submit the applicable documents in their Bid as per the Checklist provided below:

Sr. No.	Description
1	Bid Document Cost

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Sr. No.	Description
2	Covering Letter
3	Bid Security/ Bid Bond
4	Power of Attorney
5	Bidder's composition and ownership structure
6	Authorization to Bank
7	Board Resolution
8	Proforma of Letter of Undertaking
9	Affidavit format
10	Financial Qualification Requirement
11	Technical Qualification Requirement
12	Bidders Undertaking and details of Equity Investment
13	Additional information for technical and financial eligibility
14	Fraud prevention policy
15	Certificate for not being debarred /blacklisted from any GoI agency at the time of bid submission
16	Self-Declaration for testing certificate
17	Certificate for Indigenous content
18	Compliance for MeITY requirement
19	Certificate for declaring local content
20	Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"
21	Bank Details -Attachment 09 (RTGS/NEFT)
22	Deviation Statement

## 12.2 Price bid:

Format is prescribed at Annexure- A of this RfP document (online only)

The Bidder shall submit POA, Bid Security, JBA, any Affidavit in hard copy as mentioned in Clause 11. The Bidder shall not mention the Financial Bid i.e., the Bid Price, anywhere in the Technical Bid. In the case, the Bidder mentions the same, the Bid will be rejected.



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### 13. OTHER REQUIREMENTS

- 13.1 Bidders shall ensure that any number mentioned in the Price bid shall be followed by words in relation to such numerical format of the number, and in the event there is a conflict in the numerical and word format of the number, the number provided in words shall prevail.
- 13.2 In case of the Bidder being company incorporated under Indian Companies Act 1956/ 2013, the power of attorney (POA) in favor of Authorized Signatory shall be submitted in the format provided in Section 6. The POA shall be supported by a board resolution as per the format in Section 6.

### 14. REJECTION OF BID

- 14.1 CESL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RfP and the Bidder shall, when so required by CESL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification by CESL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of CESL and or MEA thereunder.
- 14.2 CESL reserves the right to reject any Bid or take other administrative action if:
- a. At any time, a material misrepresentation is made or uncovered, or
  - b. The Bidder does not provide, within the time specified by CESL, the supplemental information sought for evaluation of the Bid.
  - c. Such misrepresentation/ improper response shall lead to the disqualification of the Selected Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/rejected, then CESL reserves the right to annul the Bidding Process and invite fresh Bids.
- 14.3 A bid can be rejected by CESL without any further correspondence, as non-responsive, if,
- a. Technical and/or price bid is not submitted online in the manner as prescribed is not in conformity with the terms and provisions.
  - b. Technical and/or price bid is not submitted /incomplete submitted in the bid-forms.
  - c. Price Bid submitted in physical form shall be considered nonresponsive and rejected.
  - d. Bid security (EMD) and RfP fees or EMD do not conform to the provisions set forth in this RfP is not submitted.
  - e. The Bidder engages in any fraudulent practices defined in section 18 of this RfP.
  - f. A Bidder submits or participates in more than one bid under this RfP.
  - g. Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder or consistent history of litigation awarded against the applicant or financial failure due to bankruptcy is observed.



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- h. Bidder is debarred or terminated or blacklisted in India by Central Govt. organization / State Govt. organization/any Municipal Corporation / ULBs etc. In this regard, the relevant provisions of Clause 3.5 “Debarment of Suppliers” of Manual of Procurement of Goods (Updated June 2022) issue by Department of Expenditure, Ministry of Finance, GoI shall be applicable.
- i. The Bidder or any of its Associates has had any of their contracts terminated by any central, state, or local government or government instrumentality for breach of such contract by the Bidder or any of its Associates, and that such termination has not been set aside or stayed by a competent judicial authority.
- j. The Bidder or any of its Associates has been categorized as a willful defaulter by any lender, in accordance with applicable laws.
- k. CESL reserves the right to seek information and evidence from the Bidders with respect to their continued eligibility at any time during the Bidding Process and each Bidder undertakes to promptly provide all of the information and evidence requested by CESL.
- l. Any of the directors has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.
- m. Any criminal proceeding is pending in any court of law in India against any of the directors and if any such proceeding culminates into conviction.
- n. If Bidder makes an effort to influence CESL in its decisions on bid evaluation, Bid comparison or selection of the Successful Bidder.
- o. Bidders may specifically note that while evaluating the Bid, if it comes to CESL’s knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of Bid, then the Bidders so involved are liable to be disqualified for this contract as well as future bids/contracts.

14.4 Predatory Pricing/Abnormally high price. In case the Price Bid of the Lowest Bidder is found to be unrealistically lower or unrealistically higher than internal estimate/benchmark or market rate or Good Industry Practice, CESL reserves the right to seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the price is found to be abnormally higher than market benchmark, then the Bid/Proposal may be rejected as non-responsive and will not be considered any further for award.

14.5 Cartel Formation/Pool Rates. It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. In case of evidence of cartel formation, CESL may carry out detailed cost analysis by associating experts if necessary, and if the same is established, suitable administrative actions can be resorted to by CESL such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms.



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## 15. SIGNING OF CONTRACT AGREEMENT

- 15.1 The Selected Bidders (s) would be required to execute the Contract Agreement as per the timelines defined within this RfP. The Contract agreement that shall be signed between the Purchaser and Selected Bidder under this Project is provided in Volume 3 of this RfP.
- 15.2 All incidental expenses related to execution of the Contract Agreement shall be borne by the Selected Bidder.

## 16. CONTACTS DURING BID EVALUATION

Bids shall be deemed to be under consideration immediately after they are opened and until such time CESL makes official intimation of award/ rejection to the bidders. While the bids are under consideration, bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the bidding documents, from contacting by any means, CESL and/ or their employees/representatives on matters related to the bids under consideration.

## 17. CONFIDENTIALITY AND PROPRIETARY DATA

Information relating to the examination, clarification, evaluation, and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising CESL in relation to, or matters arising out of, or concerning the bidding process. CESL will treat all information, submitted as part of the bid, in confidence and will require all those who have access to such material to treat the same in confidence. CESL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or CESL or as may be required by law or in connection with any legal process.

All documents and other information supplied by Purchaser or submitted by a Bidder to CESL shall remain or become the property of the CESL.

Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. CESL will not return any Bid or any information provided along therewith.

## 18. FRAUDULENT AND CORRUPT PRACTICES

- 18.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, CESL may reject a Bid without being liable in any manner whatsoever to the Applicant if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- a. Without prejudice to the rights of CESL under Clause a) hereinabove, if a Bidder is found by CESL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any



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tender or RfP issued by CESL during a period of 2 (two) years from the date such Bidder is found by CESL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

b. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “*Corrupt practice*” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of CESL who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOA or has dealt with matters concerning the contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of CESL, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or

Engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or after the execution of the contract, any person in respect of any matter relating to the project or the LOA or the contract or otherwise, who at any time has been or is a legal, financial or technical adviser of CESL in relation to any matter concerning the project;

(b) “*Fraudulent practice*” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.

(c) “*Coercive practice*” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.

(d) “*Undesirable practice*” means (i) establishing contact with any person connected with or employed or engaged by CESL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) “*Restrictive practice*” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 19. INSPECTION AND PROCUREMENT SCHEDULE

19.1 The procurement of bus after the award of contract shall be subject to prototype approval by an Inspection Agency nominated by MEA/ CESL. The Inspection Agency will carry out a detailed inspection and trial of the prototype bus to ensure compliance with RfP specifications including particularly bus battery capacity and range, quality of the bus and workmanship. Bidder should provide testing certificates as per the requirement stated in Volume 1 with the Technical Bid which will comply the statutory requirements as stipulated in Motor Vehicles Act, 1988 /Central Motor Vehicle Rules including the CMVR Type

Approval of the Electric bus offered at the time of delivery of vehicle.

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19.2 In case of any non-compliance in the final prototype bus, remedial work shall be immediately carried out by the Contractor at its own risk and cost. In the event of Contractor not being able to showcase a prototype bus meeting RfP specification within 60 days beyond the stipulated date of prototype delivery, then, it shall be considered an event of default by the Selected Bidder leading to annulment of the Contract Agreement.

19.3 A detailed tentative timeline for the procurement is provided below:

S. No.	Details	Timeline
1	Bid Due Date (T0)	T0
2	Completion of technical Evaluation (T1)	T0 + 7 Days
3	Opening of Financial Bids received by CESL (T2)	T1 + 5 Days
4	Price Negotiation (if called for) (T3)	T2 + 7 Days
5	Sharing of prices with MEA (T4)	T3 + 2 Days
6	Approval of Prices and Issuance of LoA by CESL (T5)	T4 + 7 Days
7	Submission of performance security and signing of Contract Agreement (T6)	T5 + 2 Weeks
8	Prototype testing and approval of the same (T7)	T5 + 4 weeks
9	Fit-out works completion and delivery of min 30% Buses and Charger qty awarded in the LOA	T6 + 6 Weeks
10	Delivery of minimum 60% Buses and Charger qty awarded in the LOA	T6 + 10 Weeks
11	Delivery of 100% Buses and Charger qty awarded in the LOA	T6 + 14 Weeks

## 20. GOVERNING LAW AND JURISDICTION

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.

## 21. INDEMNITY

- 21.1 CESL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 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.
- 21.2 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.

## 22. PAYMENT MILESTONES

### A. Buses

- 80% on receipt of Buses at the Final Destination (place of delivery) and completion of Final Inspection.
- 10% on achievement of COD as per the Contract Agreement.
- 10% at the end of the Warranty Period.

### B. Chargers

- 80% on receipt and commissioning of Chargers at the Final Destination.
- 10% on achievement of COD as per the Contract Agreement.
- 10% at the end of the Warranty Period.

### C. Freight Charges

- 100% on receipt of Buses and Chargers at the Final Destination.

### D. CAMC

- 25% at the end of each quarter of the CAMC period subject to successful operation of the Buses.

### Notes:

- I. All the payments will be made in Indian rupees to the Contractor.
- II. The Contractor is required to submit the invoice along with all the necessary supporting documents within 15 days on achieving each milestone as per Clause 22.
- III. Payment from CESL will be released within 30 days from receipt of the invoice.



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### 23. INDIGENIZATION AND COMPONENT WISE MANUFACTURING AND ORIGIN INFORMATION

Bidder should comply indigenization of components as mentioned in Table 1 below. This requirement needs to be certified by the authorized testing agency.

Table 1 – Compliance for indigenization of xEV parts of eBus

S No.	Item Description
1	HVAC
2	Electric Compressor
3	Power and control Wiring harness along with connectors
4	MCB/Circuit breakers/ electric safety device
5	AC Charging Inlet Type 2
6	DC Charging Inlet CCS2 / CHAdeMO
7	DC charging inlet BEVC DC 001
8	Traction Battery Pack
9	Wheel rim integrated with hub motor
10	DC – DC Convertor
11	Electronic Throttle
12	Vehicle Control Unit
13	On Board Charger
14	Traction Motor
15	Traction Motor Controller/ inverter
16	Instrument Panel
17	Lighting: Headlamp, Tail Lamp, Indicators, Interior Lamp, Flasher etc.
18	Body Panel

**Note: Traction Battery pack** to be assembled domestically, for which battery cells and associated thermal and battery management system may be imported.

Bidder has to ensure >50% domestic value addition at vehicle level along with above mentioned norms to be certified by ICAT/ARAI/CIRT or any other testing agency notified under Rule 12 of the CMVR



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*Formula: {[Ex-Factory Price (Net of GST)- Import Content]/Ex-factory Price (Net of GST)} \*100*

Import Content: Sum of FOB Value of all imported components or materials in the final product including import duties. OEM should submit the certification from the testing agency for compliance to the above-mentioned table.

Semiconductor and related components, Vehicle Control Unit, Reverse parking alert system (RPAS), Body Control Module, Vehicle Location Tracking System exempted from calculation for Domestic Value Content. Commodity items, Tires (Natural Rubber, SBR, Carbon Black) exempted from calculation for Domestic Value Content



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## ANNEXURE A: PRICE BID FORMAT

(Produced here for illustration purpose: to be filled-up Online only)

**Name of Work:** Selection of Original Equipment Manufacturer (OEM) for Design, Manufacture, Supply and Commissioning of 100 Electric Buses and 20 Electric Chargers, Freight Charges and Comprehensive Annual Maintenance Contract (CAMC).

Particulars	Unit of Measurement (UOM)	Proposed Qty	Base price per unit Exclusive of all applicable Taxes/Duties/GST (In Rs.)	Total Amount Exclusive of all applicable Taxes/Duties/GST
1		2	3	4=2X3
12m Standard Floor non-AC-Type-I	Nos.	100		
240 kw DC Chargers	Nos.	20		
Freight charges for Buses	Nos.	100		
Freight charges for Chargers	Nos.	20		
CAMC of 1-Year for Buses	Nos.	100		
CAMC of 1-Year for Chargers	Nos.	20		

### Notes applicable to above Table:

1. All Quoted base price (in Rs.) to be exclusive of any taxes, duties, etc.
2. The Purchaser will only be liable to pay the Quoted Price to the Selected Bidder. Any additional taxes/ duties if applicable will be reimbursed on actuals.
3. The Bidder will be solely responsible for the delivery of the Buses and Chargers at the Final Destination. There will be no separate payment for the transit insurance. In the event of breakage or loss during transit against the Contract Agreement, the said quantity/ part must be replaced by the Selected Bidder.
4. Prices once quoted shall remain firm and shall not be subjected to any escalation other than in accordance with the provisions of this RfP.
5. Deposit of all statutory taxes, duties, levies etc. to government authorities shall be the sole responsibility of the Selected Bidder and the Selected Bidder shall indemnify CESL and the Authority for any tax claims, litigations, notices, etc. issued by the statutory /Government or State authorities.

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6. I/we have read all the terms and conditions of the RfP 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)

Dated

Signature of Tenderer or their Authorized representative

Name and Address of Tenderer:

..... Phone no.....



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## ANNEXURE B: LIST OF APPLICABLE LAWS

1. Guidelines issued in Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020
2. Order No No.9/16/2016-Trans-Part (2) dated 18 November 2020
3. Government of India Guidelines for Make in India, domestically manufactured products, Atmanirbhar Bharat and circulars. DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date: 16th Sept. 2020,
4. MeitY Circular No.1(10)/2017-CLES dated 06.12.2019
5. Order No. 11/05/2018-Coord. by the Ministry of Power dated 17 September 2020 including any amendments or modifications to the same from time to time.
6. Restriction on public procurement from bidders of certain countries as per the Office Memorandum issued by Department of Expenditure dated 25 August 2023
7. Order for Public Procurement no. 4: F-7/10/2021-PPD(1) dt. 23.02.2023
8. Any other relevant law modified from time to time that may be applicable to this RfP Volume 1



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# Volume 2- Technical Specifications for Type-I Electric Buses & Electric Chargers



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**Table 1: Technical specifications of 12m, 900 mm floor height non-AC Electric bus Compliant with the requirements of CMVR AIS:052(Type — I) + AIS:153 + UBS II +& AIS:140**

S No.	Description	Technical Specification
	<p><b>Introduction</b></p>	<p>The bus shall conform to the technical specifications mentioned in this Table 1 are applicable for 12m, 900 mm floor height non-AC Bus.</p> <p>For detailed characteristics, refer to clause 14.</p> <ol style="list-style-type: none"> <li>i. The word “bus” shall mean the New electric bus to be used for the project.</li> <li>ii. The word “bus” shall also mean a bus powered exclusively by an <b>Electric Motor whose traction energy is supplied exclusively by traction battery (Other than hybrid)</b> installed in the vehicle suitable for operations in city conditions.</li> <li>iii. The Contractor shall comply with all applicable Central, State and local laws (including Acts, Rules &amp; Regulations).</li> <li>iv. The word “Bus” wherever it has been used in specifications means the “<b>Battery Operated Bus</b>”. The bus in general shall meet all applicable Central Motor Vehicle Rules, 1989 as amended from time to time (hereinafter referred to as “CMVR”), norms for safety applicable on the date of manufacture and Bus Code AIS 052 as amended from time to time thereof [hereinafter called Bus Body Code], AIS:049, AIS:038 and AIS:153 all as amended from time to time.</li> <li>v. Where there is conflict between the requirement as per any applicable law in force and the requirement emanating from these specifications whichever of these two is of superior/ higher standard shall prevail. Also, any specifications superior to the ones set out as Minimum Technical Specifications shall meet requirements of the contract.</li> </ol> <p>Bus Model shall be in compliance with latest CMVR &amp; Bus Body Code and approved as per AIS:052 + AIS:153 + Annexure 3 of UBS II by any Indian Government approved testing agency like ARAI, ICAT, NATRaX, VRDE, CIRT etc.</p>
	<p><b>Statutory requirements</b></p>	<p>The eBus shall be designed and manufactured in accordance as per the latest CMVR requirements &amp; AIS:052: Code of Practice for Bus Body Design &amp; Approval [Bus Code], UBS II, AIS:049, AIS:038 and AIS:153 all amended from time to time. EBus shall be type approved as per CMVR requirements.</p>



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S No.	Description	Technical Specification
	<b>1. Electric propulsion system &amp; its requirements.</b>	Electrically propelled system should be designed to meet “Code of practice for Electric Propulsion System” performance as per AIS:038 & AIS:049.  Electric Propulsion system should propel the bus at GVW fitted with all other auxiliary devices and system. Electric propulsion system and other sub-system should be able to operate efficiently at ambient temperatures / environmental conditions in Mauritius.
	<b>1. Type of Battery</b>	Bus Manufacturer should use advanced new generation batteries.  Battery should be certified as per AIS:038 Rev-02 or as amended from time to time.  Advance chemistry battery as defined by Ministry of Heavy Industry vide Notification No S.O. 1472(E) dated 28 <sup>th</sup> March 2019, as amended from time to time.  For Human Safety, Battery should also be certified with Office memorandum F.NO. 01(02)/2022 –AEI (20555) Dated 28th October 2022.
A	Battery Pack Rating and Energy/Power	No. of Battery Pack(s)/ Motor(s)As per Manufacturer’s design, Location of motor and batteries as per Manufacturer’s design considering minimal maintenance and ease of charging.  Electric Regeneration is required.  Safety–Short circuit/ Over Temperature / Lightening Protection.
B	Motor/s Capacity	Optimal Rating, Type, Make, Model of Electric Drive Motors with minimum maintenance.
C	Charging Standard	CCS 2.0- Combined Charging System
D	Charger Capacity	240 kW Single Gun/ Dual Gun, Fast DC Charging Capability
3.1	Battery Cooling System	Liquid Cooling system. Battery Temperature to be maintained between 5 – 45 degrees C.
3.2	Battery Life	Warranty of 6 years or 300,000 Kms, whichever is earlier. SoH of minimum 80% to be maintained during the warranty period.



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S No.	Description	Technical Specification
3.3	Electric Drive Motors	<p>Warranty of 6 years or 300,000 Kms, whichever is earlier.</p> <p>Direct drive motor, Permanent-magnet synchronous motor with minimum maintenance.</p> <p>Motor should be able to operate efficiently at ambient temperatures of approximately 0 to 50 degrees centigrade, humidity level from 5% to 100% during the warranty period.</p>
3.4	Electric propulsion system motor rating / power sufficient to provide Rated Performance at GVW in Stop/ Start In Urban Operation:	
a.	Rated Performance at GVW in Stop/ Start In Urban Operation	Maximum rated speed should meet the requirement as per CMVR
b.	Acceleration (Meter / Sec. <sup>2</sup> ) minimum	Greater than or equal to 0.8
c.	Bus Speed of 0 – 30 kmph in Seconds.	Less than or equal to 10.5 seconds
d.	Maximum Speed	Maximum speed without speed limiter to be as per CMVR
e.	Minimum Gradeability from Stop at GVW	17%
f.	Rated motor power/torque preferably at lower rpm range	Rated motor power at low rpm and Maximum torque required at lower range of motor RPM and spread over a wider range of RPM Sufficient torque to meet the acceleration, gradeability and range requirement.
g.	Power requirements for Air conditioning system, ITS, etc	Required to be provided by traction battery of electric propulsion system
h.	Allowed Specific Energy Consumption of e-Bus when tested as per AIS 039 (latest revision)	1.1 kWh/km
3.6	Pass bye noise norms	As per CMVR



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S No.	Description	Technical Specification
<b>2.</b>	<b>Operational safety</b>	Transmission system to be fitted with a mechanism which makes it possible to engage reverse drive only when vehicle is stationary
<b>3.</b>	<b>Bus Axles</b>	
5.1	Front Axle	As per manufacturers design / CMVR
5.2	Rear Axle	As per manufacturers design / CMVR
<b>4.</b>	<b>Suspension (Front &amp; Rear)</b>	Air suspension at Front & Rear
6.1	Anti-roll bars/stabilizers	Required at front and rear.
6.2	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear
6.3	Controls (optional)	Electronically controlled air suspension system
<b>5.</b>	<b>Steering</b>	Right Hand Drive, Electro-hydraulic power assisted/ Hydraulic Power Steering
<b>6.</b>	<b>Transmission</b>	Transmission, as per manufacturers design
<b>7.</b>	<b>Brakes</b>	As per manufacturers design
9.1	Braking system	Dual circuit full air brake, Electronic Braking System (EBS) with Disc Brake at Front & Disc or Drum Brake at Rear.  In case of Brake Failure, provision should be made for obtaining effectiveness of service brakes.  Graduated hand controlled, spring actuated parking brakes acting on rear wheels.
9.2	Auxiliary Brake	Regenerating braking to charge battery
<b>8.</b>	<b>Electrical system for auxiliary devices</b>	24V DC
10.1	Batteries (ancillaries' equipment and light and light signalling devices)	Low maintenance type leads acid batteries for 24 V & Min 100Ah system- performances as per BIS: 14257-1995 (latest).

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S No.	Description	Technical Specification
10.2	Electrical wiring & controls -type	Multiplexing type: As specified separately under ITS specifications and conforming to IP 67. It should be as per UBS-II and AIS:153.
<b>9. Speed limiting device</b>		Electronic type duly approved /certified as per AIS:018/2001 or latest, tamper proof and be adjusted to applicable speed limit.
<b>10. Tyres</b>		Steel Radial Tube-less of size 295/80 R22.5 16PR.
<b>11. Charging range</b>		The minimum range of 250 kms on single charge duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with type approval certificate.
<b>12. Bus characteristics</b>		
A	Overall length (excluding bumper)	12000 mm +/- 50 mm
B	Overall width (sole bar/floor level- extreme points)	Maximum 2,600 mm +0/(-10) mm
C	Overall height (unladen - at extreme point)	Maximum 3,600 mm
D	Inner height	Minimum 1,900 mm
E	Floor Height above ground (unladen)	900 mm
F	Wheelbase	As per UBS II
G	Front Overhang	As per CMVR
H	Rear Overhang	As per CMVR
I	Gross Vehicle Weight (GVW)	Maximum 19,500 Kg
14.2	Maximum turning circle radius (mm)	As per CMVR
14.3	Clearances (mm)	



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S No.	Description	Technical Specification
A	Minimum Axle clearance (mm)	165 mm
B	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.
C	Minimum ground clearance at GVW	Within the wheelbase not less than 240mm.
14.4	Angles (degrees)	
A	Angle of approach (unladen)	As per UBS II
B	Angle of departure (unladen)	As per UBS II
C	Ramp over angle (half of break-over angle)	As per UBS II
<b>13. Bus Gates/Doors (Passenger Doors, Driver door &amp; Emergency Exit &amp; Door) Ramp for wheelchair at the gates</b>		Entry and exit Door: Power operated passenger door, JK type/In-Swing door as per manufacturing design.  Driver Door as per CMVR/AIS:052, Emergency Exits as per CMVR/AIS:052 & AIS:153
A.	Operating mechanism	Passenger Door: Power operated Electro pneumatically controlled. Driver Door: Manually Operated
B.	Opening/Closing time in seconds per operation (maximum)	4 Seconds
C.	Positions of door controls	On dashboard also inside & outside of doors as per AIS:052.
D.	Passenger safety system – allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory.
E	Door Components/Door Locks/Locking system/door hinges/Door retention	As per AIS:052



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S No.	Description	Technical Specification
15.1	Service doors – Requirement	As per AIS:052 & AIS:153
A	Minimum door aperture (without flaps) in mm	As per AIS:052
B	Minimum clear door width (fully opened) in mm	As per AIS:052
C	Minimum door height in mm	As per AIS:052
D	Positioning front & Rear service door	Entry Door on LHS ahead of front axle, Exit Door between Front & Rear Axles.
E	Number of gates	2 Nos.                   ▪
15.2	Door closing requirements for bus movement	Bus should move only after closing of doors.
A	Power operated service door - construction & control system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while closing	As per AIS:052
15.3	Step height (mm) from ground - unladen position in buses	As per AIS:052
<b>14. Special Provisions</b>		
A	Requirement for passengers with reduced mobility	As per AIS:153, AIS:052
B	Priority seats - minimum 2 seats	As per AIS:153, AIS:052
C	Stop request	As per AIS:153, AIS:052
D	Other Technical requirement	As per AIS:153, AIS:052 Push button, Stop request button on stanchions. The push button of an alighting buzzers should be



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Serial No : 6247A515

S No.	Description	Technical Specification
		clearly visible: of adequate size, installed at 900 mm to 1200 mm from the bus floor level and display the information in Braille/raised numbers as well.
<b>15. Bus design</b>		
17.1	Design type approval	As per CMVR, AIS:052 + AIS:153
17.2	Bus structure - materials specifications etc.	OEM is allowed to use any corrosion resistant material as per UBS II, AIS:052, AIS:153, provided that the design integrity is validated using suitable Finite element analysis (FEA) for the operating environment of the Buses and the Buses can withstand the weather conditions of Mauritius. Exterior & Interior panels: as per OEM design.
17.3	Insulation	As per AIS:052, FR grade material as per IS 15061
A	Roof and side	FR Grade material glass wool, PU foam or thermocol.
B	Battery Pack compartment	As per AIS:052.
17.4	Floor type/Materials etc.	
A	Type of Floor	As per AIS:052
B	Steps on floor	As per AIS:052 / AIS:153
C	Maximum floor slope	As per AIS:052
D	Floor surface material	Minimum 15 mm thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part- 3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board as per BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002). The chequered plywood minimum 15mm thick is also allowed as per the relevant standard for the quality and fire resistance/flammability.
E	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS:15061:2002 for FR grade.
17.5	Safety glasses and fittings	



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S No.	Description	Technical Specification
A	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, flat/curved with curved corners with PVB film IS 2553 (Part-2) 2019 latest.
B	Laminated Glass Specifications	Min Thickness of 7.76 mm with Clear Interlayer.
C	Rear windscreen: (wherever provided)	Single piece flat/curved toughened glass-plain/flat/curved at centre & curved at corners. IS:2553 (Part-2) 2019 latest revision
D	Side windows	Sliding type window with toughened glass as per IS:2553 (Part-2)-2019 latest revision
E	Side Window /Rear Windshield Glass specifications	Toughened glass IS:2553 (Part-2) 2019 latest revision Thickness = 5 mm
F	Other glasses - material specs, thickness etc. (If Provided)	Toughened as per IS:2553 (Part-2) 2019 latest revision. Thickness = 5 mm
17.6	Driver Seat	As per AIS:023 and AIS:052
17.7	Passenger Seat and Layout	As per AIS-023 and AIS-052; 2X2 layout
A	Performance & strength requirements passenger Seat	As per AIS:023
B	Passenger Seat	Type Approved Seats & seating layout as per bus code Non- reclining ergonomically contoured bucket seats upholstered with PVC meeting the performance requirements of AIS:023 and other requirements as per the AIS:052 for Type I application.  Flammability of passenger seat components as per IS: 15061:2002 or latest revision  The gangway shall be as per UBS-II
C	Passengers seat belt Number and Location	As per AIS:052, Mandatory to provide at seats on wheel arch (if applicable) and wherever required.
D	Seat layout in Floor area	2X2 as per AIS:052
E	Minimum seating capacity	45 Seats + Driver
F	Standee Passenger	Minimum 12 Standees

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S No.	Description	Technical Specification
G	Seat Arm	Seat arm required for aisle seats and seats opposite to service door and above wheel arches.
<b>16. Rear view mirrors</b>		As per CMVR
A	Mirrors right/left side exterior/interior	As per AIS:001 & 002 and CMVR.
<b>17. Escape Hatch/Ventilator on Floor /Roof</b>		As per AIS:052 & AIS:153
<b>18. Corrosion prevention &amp; painting</b>		As per AIS:052
<b>19. Wind screen wiping system</b>		
A	Wiper motor	As per CMVR, IS:15802:2018 or latest revision
B	Wiper arm/Wiper blade Washing system	
<b>20. Electrical system</b>		As per CMVR, AIS:052 & AIS:153.
22.1	Electrical cables	The Bus shall have multiplex wiring system. All wiring shall be as per the provision of AIS:052, shall be fire retardant conforming to IS:2465-1984 or latest and safety requirements as provided in CMVR.  Copper conductors with fire retardant as per IS/ISO:6722:2006 or latest revision as per appropriate class. Conductor x-sec varying as per circuit requirements, minimum cross section 0.5 sq mm. It should be compliance with BIS/DIN or equivalent or better.
22.2	Conductor cross section	
22.3	Safety requirements of electrical	
A	Fuse	As per AIS:052.
	Isolation switches for electrical circuits where	

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S No.	Description	Technical Specification								
B	RMS value of voltage exceeds 100 volts	Battery cut off (Total Three) <ul style="list-style-type: none"> <li>- One manual near driver seat</li> <li>- One electronic on driver Dashboard area</li> <li>- One manual at the rear compartment.</li> </ul>								
C	Location of cables away from heat sources									
D	Type approval of circuit diagram as per standards related to electric equipment's/wiring									
E	Battery cut - off switch (isolator switch):									
22.5	Lighting - internal & external and illumination	All lights including interiors should be LED Type. Head Lights – As per CMVR. Other information as per AIS:052 and AIS:153								
22.6	Illumination requirements/performance of:									
A	Dash board tell-tale lighting/control lighting	As per AIS:052								
B	Cabin lighting - luminous flux of all lamps for cabin Lighting	As per AIS:052								
C	Passenger area lighting - luminous flux of all lamps for Passenger area lighting	As per AIS:052								
<b>21. ITS enabled bus</b>		<p>i. The Contractor shall procure buses as defined by the Authority which shall also include various but not limited to ITS System as defined by AIS:153, AIS:140 specifications and any amendments issued thereof.</p> <p>Specifically, requirements but not limited to, include:</p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>Sr. No</th> <th>Type of Equipment</th> <th>Quantity</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr. No	Type of Equipment	Quantity	Remarks				
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S No.	Description	Technical Specification	
1	Passenger Display Boards as per IS:16490 specifications	4	Internal, Front, Left Side, and Rear
2	Speaker	4	
3	Amplifier	1	
4	Fully ITS compliant	1	As per IS:16490 specifications and amendment 2 or latest.
5	DDU	1	As per IS:16833 annexure C Amendment 2 or latest.
6	CCTV Camera with 4G/ 5G eSIM MNVR	4 1	Internal and External with minimum 15 days backup storage as per IS:16833 annexure C 4 or 8 channel minimum 1 TB NVR for recording
7	Panic Button	Each row of the seat	As per AIS:140 Specifications
8	Camera based Passenger Counters	2	At each door as per the specifications in Annexure 1 below



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S No.	Description	Technical Specification
		<ul style="list-style-type: none"> <li>ii. The ITS equipment installed in the buses should provide accuracy up to 5 meters. The Authority has the right to ask the Contractor to change the ITS system including but not limited to if the accuracy is not within the prescribed distance of actual location and if the system is not performing accurately. The Contractor shall be responsible to change the entire system without any additional charge upon receipt of request from the Authority on such change.</li> <li>iii. All the equipment of the ITS shall be integrated to single control unit and the vehicle CAN Bus for transmitting the data to ITMS Server. The Cost of such integration should be the responsibility of the Contractor.</li> <li>iv. The Contractor is required to share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis with the ITMS Server. The following CAN parameters should be integrated to the ITS and capable of transmitting data at a frequency of 30 sec to a ITMS server. <ul style="list-style-type: none"> <li>1. Timestamp</li> <li>2. Odometer reading</li> <li>3. Vehicle Status</li> <li>4. SoC (State of Charge)</li> <li>5. Speed</li> <li>6. Acceleration</li> <li>7. Power</li> <li>8. Charger Current</li> <li>9. Charger Voltage</li> <li>10. Ambient temperature</li> <li>11. Battery temperature</li> <li>12. Motor temperature</li> <li>13. BMS error/charging fault</li> <li>14. Coolant Temperature</li> </ul> </li> <li>v. The Authority shall provide all the route information to the Contractor to upload into the ITS initially.</li> <li>vi. The Camera Based Passenger Counter shall be integrated to the SCU at the time of prototype approval, or delivery of the bus or as a date mutually agreed with the Authority.</li> </ul>



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S No.	Description	Technical Specification
		<p>vii. Security Camera Network (CCTVs) minimum four numbers should meet the specification for IP based cameras and MNVR as per Detailed specification document IS 16833:2018 CCTV system with integrated emergency System and built-in tracking system (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wifi for data transfer). Real-time feed enabled at DDU and provision for integration with ITMS server.</p> <p>viii. Four hi-resolution CCTV cameras and one reverse camera to be installed in the e-buses. These hi-resolution CCTV cameras shall be installed each one facing towards front road view, one above the passenger entrance door from inside facing towards driver seat, one above driver door from inside facing towards the passenger &amp; fourth one in the exit door from the inside facing towards passenger compartment. Operating temp is 0°C to 50°C. The camera should provide day/night functionality, automatically switches to night mode in low light scenes. Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or near dashboard.</p>
<b>22. Safety related items:</b>		
24.1	First Aid Box	As per CMVR
24.2	Fire extinguisher:	As per AIS:052 & AIS:153
24.3	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant sleeves with MS tubing of 32 mm dia, 3 mm thick/ powder coated/hammer toned rest as per AIS:052
24.4	Handholds:	Colour contrasting and slip resistant/ powder coated. 2 to 4 numbers handholds per bay. Rest as per AIS:052 & AIS:46



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S No.	Description	Technical Specification
24.5	Stanchions:	<i>As per Manufacturer design.</i> MS tubing of minimum 38 mm dia, 3 mm thick with colour contrasting PVC sleeves/ powder coated/ hammer toned. Rest as per AIS:052
24.6	Passengers stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 ± 0.1 meter on alternate stanchions.
24.7	Entrance/Exit Guard/Step well guard:	As per AIS:052
24.8	Emergency exit doors, warning devices etc:	As per AIS:052, AIS:153, CMVR
24.9	Front/rear door, step well lights, door open sign, Buzzers	As per AIS:052
24.10	Towing device front/rear	As per UBS II
24.11	Warning triangle	As per CMVR
24.12	Fog lighting	As per AIS:052/CMVR
24.13	Bumpers - front and rear	FRP or steel or combination of both meeting requirement of an energy absorbing system. As per AIS:052.
24.14	Passenger safety system	Bus should be allowed to move only when the doors are closed and the doors should open only when the bus is completely stopped.
24.15	Reverse Parking Alert System (RPAS)	As per CMVR
25	<b>23. Windows</b>	
A	Type of window	Sliding Type glass windows.
B	Design and Dimensions of windows	As per AIS:052
<b>24. Life cycle requirements of bus</b>		<b>As per UBS II (Type-1 Buses)</b>



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S No.	Description	Technical Specification
<b>25. Additional requirements</b>		
27.1	Air circulations in driver's area	As per AIS:052, An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cabin  As per AIS:052, Drivers work area to be provided with 200 mm diameter fan capable of 3-speed adjustment.
27.2	Interior noise and pass by noise	As per IS:12832:2010 or latest and IS:3028:2018, AIS:20, AIS:153 or latest respectively.
27.3	Destination boards	<p>Four Destination Board: Internal, Front, Side and Rear. (UV resistant)</p> <p>Alphanumeric Dual Display Technology Amber colour LED based electronic route display system in English of High Intensity illumination with automatic brightness control shall be installed at the front, rear and side of bus with GPS feed triggered display on internal display board and announcement of name of approaching bus-stop inside the bus. Destination boards should comply with IS:16490 BIS standards.</p> <p>(As per AIS:153 and AIS:052)</p> <p>Information on a route and its final destination should be displayed outside the bus in large text, especially on the front and side of the bus. This information should be in bright contrasting color and be well illuminated by an external light to make it readable in the dark.</p> <p>The pitch of the LEDs shall be optimized to cover the maximum possible area along the length for displaying the maximum number of letters.</p> <p>The display shall be clearly visible in all weathers at a distance of up to 30 meters.</p> <p>For Inside Display: The micro- processor-based Signature of the announcement shall be made for both current and next bus stop/destination synchronized with the display in English. The illumination system will be of modular display type. The display shall be mounted behind the driver at an appropriate height for clear visibility to all passengers in the bus from all angles.</p> <p>Ingress Protection Grade of IP 65/55 for destination Boards</p>



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S No.	Description	Technical Specification
26.	<b>Paint/ color scheme</b>	<p>Colour scheme as per CESL requirement. The approval of design and shade of the paint be obtained from CESL before painting.</p> <p>Exterior, interior colour schemes and logo/ graphics to be applied will be as notified by CESL. The buses must be recognizable as environmentally friendly battery buses.</p> <p>All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. The Polyurethane (PU) painting conforming to BIS:13213-1991 or latest shall be used for exteriors painting of the bus including interiors wherever required. Colour shade shall match to the shades as per BIS:5-1978 or latest. In case of Matt black paint, the same shall be tested as per IS:13213-1991 or latest except the gloss value should be up to 30 units.</p>
27.	<b>Jack</b>	As per CMVR / bus manufacturer design
28.	<b>Fire Detection &amp; Alarm System (FDAS)</b>	As per AIS:135
29.	<b>Tool Kit</b>	As per CMVR
30.	<b>Fire retardancy</b>	All bus body building material used inside the bus, should be fire retardant as per IS:15061:2002

### Electric Chargers

- The Bidder shall deploy 20 nos. of 240 kW Fast Chargers with dual CCS2 connectors/guns for e-Bus EV Charging.
- Bidder shall supply, install, test and commission the chargers.
- Electrical load and requisite power supply shall be arranged by Govt of Mauritius at 415V.

### S No

1 No. of electric Chargers 20 Nos



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- |   |                          |  |
|---|--------------------------|--|
| 2 | Capacity of each charger | 240 kW   |
| 3 | Charging Protocol        | CCS2   |
| 4 | Charging speed           | Single Gun / Dual Gun. Fast DC charging capability |

Note:

- I. The Contractor shall submit Technical Specification of Components/Systems of Electric Propulsion system and submit the test certificate for these components as per the prescribed standards from the notified testing agencies like ICAT, CIRT, ARAI, VRDE, etc.
- II. All electrical wiring harness and accessories used on electric bus shall comply necessary automotive safety standards amended from time to time.
- III. All units & electrical accessories and wiring harnesses used on the bus shall be so mounted that they are easily accessible and can be removed without disturbing other components. Further these accessories and wiring harnesses shall be well protected to prevent ingress of water.
- IV. Mandatory Certification Compliance and acceptance tests for Safety Components, Batteries, Buses and Requirements for Battery Charging Infrastructure Systems etc. by competent authority to be obtained.
- V. The Contractor shall ensure the fitment of all electric propulsion system components on the bus confirming to National/International Standards.
- VI. The Contractor shall undertake type approval testing of Traction Batteries pack fitted on the bus as per CMVR notified standard amended from time to time and submit copy of Approved certificate.
- VII. The Buses shall meet all the above technical specification requirements. The buses shall be deemed satisfactory for operation only after the buses meet all the requirements prescribed above.
- VIII. Contractor need to meet high safety standards for battery packs. These standards include a protection level that is no less than IP67—which represents a high water and dustproof battery pack—and satisfactory operation safety in extreme temperatures ranging from 0 to 65°C.
- IX. Contractor to submit the CMVR type approval certificate for the allocated bus at the time of prototype inspection of the Buses.
- X. Camera Based Passenger Counting System should be Bi – Directional Counting on a Definable Line (Polygon), Variable position of counting lines, Adaptation to on-site requirement, No Double Counting, Automatic Compensation for interference from swinging and sliding doors, It should also have real-Time Video Streaming or recording of video files to external storage media, Start and Stop function via door contact, No interference with other functions. The system shall achieve minimum 95% counting



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accuracy. The system should be integrated through ITS to the backend of the System(s) of the Authority. The cost of such integration shall be the responsibility of the Contractor during the Contract Period.

- XI. Camera Based Passenger Counting System should generate Total Passenger Report- A basic report to analyze passenger counts on a single vehicle only. Time resolution shall be by day, week, month or year. Option to select a range of dates shall also be available; default time interval shall be by day with maximum 90day resolution allowed. Report output shall be displayed on screen as tabular, chart or both. Export feature shall be of the tabular output only, downloadable as a CSV file.

Integration to Existing ITMS System: Contractor shall provide the complete ITS system as specified herein above in the Buses. However, the Contractor needs to provide necessary AC / DC power arrangement for the Ticket Validator near the gates of the buses as per the best industry practices. The Authority can mount any equipment in the Buses provided by the Contractor at its own cost.



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# **Volume 3- Contract Agreement**

## **Design, Manufacture, Supply and Commissioning of 100 Electric Buses & 20 Chargers**

**along with Comprehensive Annual  
Maintenance**



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VICES LIMITED, c=IN  
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THIS CONCESSION AGREEMENT (“Contract Agreement”/ “Contract”) is entered into on this {the ..... day of....., 20.....}<sup>1</sup>

**BETWEEN**

- 1 **THE CONVERGENCE ENERGY SERVICES LIMITED** represented by [•], and having its offices at [•] (hereinafter referred to as the “Purchaser” or “CESL” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One **Part**;

**AND**

- 2 {\*\*\*\*\* Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at ....., (hereinafter referred to as the “Contractor” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other **Part**.

**WHEREAS:**

- (A) The Government of India has resolved to supply 100 environment-friendly electric buses to the Government of Mauritius and for this, the Ministry of External Affairs (MEA) has appointed CESL for “Supply of 100 Nos e-Buses with 20 electric chargers for Government of Mauritius along with Comprehensive Annual Maintenance” on behalf of the Government of India.
- (B) For this, CESL is inviting Bids from e-Bus OEMs to supply the e-Buses, electric chargers and to develop the allied electrical and civil infrastructure at Bus depot(s) in Mauritius for installation of the chargers.
- (C) CESL floated a tender for “Selection of Contractor for Design, Manufacture, Supply and Commissioning of 100 Electric Buses & 20 Chargers along with Comprehensive Annual Maintenance” (the “Request for Proposal” or “RFP”) to Bidders for undertaking the Project on date ....., 20....
- (D) After evaluation of the bids received, CESL accepted the bid of the {Selected Bidder/ } (the “Selected Bidder”) and issued a Letter of Award No. .... dated ..... (hereinafter called the “LOA”) to the Selected Bidder requiring, *inter alia*, the execution of this Agreement within [•] days of the date of issue thereof.

<sup>1</sup> The provisions in curly parenthesis and blank spaces shall be retained in the draft Agreement and shall be suitably modified/ filled after completion of the bid process to reflect the particulars relating to the Selected Bidder and other post-bid particulars.



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NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:



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## ARTICLE-1 : DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

The words and expressions beginning with capital letters are defined in this Agreement (including those in Article 36) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

### 1.2 Interpretation

1.2.1. In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of the State, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a “**person**” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words “**include**” and “**including**” are to be construed without limitation and shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether or not they are followed by such phrases;
- (f) references to “**construction**” or “**building**” include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and “**construct**” or “**build**” shall be construed accordingly;
- (g) references to “**development**” include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and “**develop**” shall be construed accordingly;
- (h) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (i) any reference to a day shall mean a reference to a calendar day;

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- (j) reference to a “**business day**” shall be construed as reference to a day (other than a Sunday and public holiday) on which banks in [Delhi] are generally open for business;
- (k) any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;
- (l) any reference to a “**quarter**” shall mean a reference to the period of 3 (three) months commencing from April 1, July 1, October 1, and January 1, as the case may be;
- (m) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- (n) any reference to any period commencing “**from**” a specified day or date and “**till**” or “**until**” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (o) the words importing singular shall include plural and vice versa;
- (p) references to any gender shall include the other and the neutral gender;
- (q) “**lakh**” means a hundred thousand (100,000) and “**crore**” means ten million (10,000,000);
- (r) “**indebtedness**” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (s) references to the “**winding-up**”, “**dissolution**”, “**insolvency**”, or “**reorganisation**” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- (t) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause (u) shall not operate so as to increase liabilities or obligations of the Contractor hereunder or pursuant hereto in any manner whatsoever;
- (u) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party in this behalf and not otherwise;



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- (v) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (w) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;
- (x) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on *per diem* basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”); and
- (y) time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Contractor to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain 2 (two) copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

### 1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down; provided that the drawings, engineering dimensions and tolerances may exceed 2 (two) decimal places as required.

### 1.4 Priority of agreements, clauses and schedules

1.4.1 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:

- (a) this Agreement; and



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- (b) all other agreements and documents forming part hereof or referred to herein, i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b).

1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- (d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- (e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- (f) any value written in numerals and that in words, the latter shall prevail.

## ARTICLE-2 : SCOPE OF THE AGREEMENT

### 2.1 Scope of the Agreement

The scope of the Agreement (the “**Scope of the Agreement**”) shall mean and include, during the Contract Period:

- (a) Designing, manufacturing, supply and commissioning of the Buses and Chargers conforming to the Specifications and Standards set forth in Schedule-B (the “**Buses**”) and in accordance with the provisions of this Agreement;
- (b) Maintenance of Buses and Chargers in accordance with the provisions of this Agreement;
- (c) Warranty of Buses and Chargers as per the provision of this Agreement;
- (d) Development and maintenance of allied electric and civil infrastructure for Chargers at the Final Destination.

## ARTICLE-3 : OBLIGATIONS OF THE PARTIES TO THE CONTRACT

- 3.1. The parties to the contract are the Contractor and the Purchaser, as defined in Section IV of RFP Document.
- 3.2. A person signing the bid or any other document in respect of the contract on behalf of the Contractor without disclosing his authority to do so, shall be deemed to have the authority to bind the Contractor to fulfil his obligations as mentioned in such bid or document. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorise the making of a purchase of the buses at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of



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the contract including any loss which the Purchaser may sustain on account of such purchase.

- 3.3. Any approval that may be given by the Purchaser or Inspection Agency on behalf of Purchaser shall only be deemed to be the approval in principle. Notwithstanding such approval, the Contractor shall be fully and totally responsible for the satisfactory performance and compliance with Contract specifications.
- 3.4. In case of any inter-se conflict between any provisions / stipulations in the Bid Document or in the Contract Document, the decision of the Purchaser for interpretation / application would be final and binding.
- 3.5. The Contractor shall be absolutely liable for the technical design and manufacture of the bus as per the design and final drawings approved by the Purchaser. It shall not be open to the Contractor to contend at a later stage that a particular change / deviation in the technical parameters / drawings is not compatible with the overall design of the bus or affects performance. Any losses, whatsoever, which are occasioned on account of the design / technical failure of the bus shall be borne by the Contractor.
- 3.6. The Contractor shall supply and commission the Buses as per the Delivery Schedule provided in Schedule-C hereto for providing Buses in accordance with the Deployment Plan and in accordance with the terms and conditions of this Agreement.
- 3.7. The Contractor shall notify the Purchaser, in writing, of all sub-contracts, awarded under the contract, if not already mentioned in the bid. Such notification in the original bid or later shall not release the Contractor from any liabilities or obligations under the contract.
- 3.8. Registration of Buses, comprehensive insurance and other local statutory obligations shall be in the scope of the Authority after the delivery of the Buses and Chargers at the Final Destination. However, in case any necessary support is required by the Authority then the same shall be provided by the Contractor.

## ARTICLE-4 : PERFORMANCE SECURITY

### 4.1. Performance Security

- 4.1.1. The Contractor shall, for the performance of its obligations hereunder till expiry of the Contract Period, provide to the Purchaser, within 15 days of issuance of Letter of Award (LOA) from the Purchaser, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. [\*\*\*\* (Rupees \*\*\*\*\*)]<sup>2</sup> in the form set forth in Schedule-A (the “**Performance Security**”). Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Purchaser shall release the Bid Security to the Contractor.
- 4.1.2. The Parent/ Associate of the Contractor whose financial credentials were used by the Selected Bidder can also provide Performance Security on behalf of the Contractor, provided that such Parent/ Associate in addition to Schedule-A submit a board resolution authorizing the Authority to invoke such Performance Security as per the provisions of the Concession Agreement.

### 4.2. Appropriation of Performance Security

- 4.2.1. The Purchaser shall, without prejudice to its other rights and remedies hereunder or in law,

Calculated at approximately 5% (Five percent) of the Total Project Cost.



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be entitled to encash and appropriate, from time to time and as many times as required by the Authority, from the Performance Security such amounts as may be due to it under this Agreement, including in respect of any Damages payable by the Contractor for a failure to perform its obligations under this Agreement, for a Contractor Default or for failure to meet any Condition Precedent, in accordance with the terms of this Agreement.

- 4.2.2. Upon any encashment and appropriation from the Performance Security by the Authority, the Contractor shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Purchaser shall be entitled to terminate this Agreement in accordance with Article 7.

### 4.3. Release of Performance Security

- 4.3.1. The Performance Security shall remain in force and effect during the Contract Period and shall be returned in 60 days after the end of the tenure of the Contract Agreement, without any interest, subject to any deductions which may be made by the Purchaser in respect of any amounts due and payable by the Contractor to the Purchaser in accordance with the terms of this Agreement.
- 4.3.2. If the Performance Security is scheduled to expire before the end of the release period, then the Contractor shall obtain an extension of the Performance Security or furnish a new Performance Security in the form set forth in Schedule-A at least 30 (thirty) days prior to the expiry of the Performance Security. If the Contractor fails to extend or replace the Performance Security, the Authority shall be entitled to claim the entire amount then available under the Performance Security and retain such amount as a cash security until such time as the Contractor submits an extension or replacement of the Performance Security to the satisfaction of the Authority.
- 4.3.3. In case of delay in submission of Performance Security in term's of clause 4.1, the Purchaser shall, without prejudice to other remedies under the Contract, levy/deduct damages @ 0.5% of the total value of the Total Project Cost for delay of each week or part thereof. The decision of Purchaser shall be final in this regard. The Contractor agrees that the damages is fair and genuine pre-estimate of the loss that would be occasioned by Purchaser, and it shall not dispute the same in any manner. The damages shall be recovered from EMD and/or from any bill of the Contractor.
- 4.3.4. As and when an amendment is issued to the contract, having an impact on amount and validity of Performance security the Contractor shall, within fifteen days of the receipt of such an amendment furnish to the Purchaser an amendment to the Bank Guarantee rendering the same valid for the contract as amended.
- 4.3.5. The Bank Guarantee and or any amendment thereto shall be executed on a stamp paper of requisite money value in accordance with the laws applicable in India by the party competent to do so.

## ARTICLE-5 : SUPPLY OF BUSES AND CHARGERS

### 5.1. Standards and Specifications

The Contractor shall supply Buses and Chargers meeting all the Specifications and Standards specified in Schedule-B.

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## 5.2. Ownership of Buses and Chargers

The Contractor agrees that it shall be solely responsible for the supply of Buses and Chargers at the Final Destination. There will be no separate payment for the transit insurance. In the event of breakage or loss during transit against the Contract Agreement, the said quantity/ part must be replaced by the Contractor.

Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of the Buses shall remain with the Authority once the Buses and Chargers are received at the Final Destination and the Final Inspection is concluded.

The insurance of Buses and Chargers post-delivery of the Buses at the Final Destination will be the responsibility of the Authority.

## 5.3. Delivery Schedule

The Contractor shall procure the Buses as per the Delivery Schedule provided in Schedule-C hereto and shall ensure the Buses are ready for Commencement of Service. The Contractor further agrees that prior to procurement of the Buses, it shall procure a Prototype Bus for the approval of the Purchaser in accordance with this Article.

**Price basis:** Delivery Duty Paid (DDP) (Inco terms 2020).

**Place of delivery** is the Final Destination or any other location in the Republic of Mauritius that may be decided by the Purchaser and/ or Authority:

It is to be noted that the title and the risk of the goods passes from the seller to the buyer at the above location (place of delivery) after unloading of Goods is completed.

## 5.4. Prototype

5.4.1. The Contractor shall, within 7 (seven) days from the date of issuance of LOA, provide to the Purchaser (or any nominee appointed by it for this purpose) 2 (two) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the “**Prototype**”), as specified in Schedule-D. Provided that the Contractor may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.

5.4.2. The Purchaser, or any independent third-party agency appointed by the Purchaser for this purpose, shall depute a team of experts for undertaking a review of the Designs and Drawings to ensure compliance with the requirements of this Agreement. Based on the review, the Authority (or its nominee) shall prepare and submit a report (the “**Design Report**”) highlighting therein, amongst other aspects, any specific non-compliances in the Designs and Drawings with the requirements of this Agreement. The Purchaser (or its nominee) shall submit a copy of the Design Report to the Contractor within 7 (seven) days from the date of receiving the Designs and Drawings of the Prototype from the Contractor. It is agreed that any failure or omission of the Purchaser, or its nominee, to review and/ or comment on the Designs and Drawings or to highlight any deficiency therein shall not be construed or deemed as acceptance of any such Designs and Drawings by the Purchase, or its nominee (if any) and, notwithstanding anything to the contrary, the Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to ensure that the Designs and Drawings are fully in compliance with the requirements of this Agreement.



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- 5.4.3. Pursuant to the Design Report or otherwise, the Contractor shall carry out such modifications in the Designs and Drawings as may be necessary in order for the Prototype to conform to the requirements of this Agreement, including without limitation, the Specifications and Standards. The Purchaser expressly agrees that it (and any nominee of the Purchaser) shall, subject to the provisions of this Agreement and Applicable Laws, maintain the confidentiality of any Designs and Drawings provided to them by the Contractor and shall endeavour to protect the Intellectual Property rights of the Contractor, if any, therein.

## 5.5. Tests at Manufacturer's Plant

- 5.5.1. Prior to procuring the supply of the Prototype, the Contractor shall carry out, or cause to be carried out on the Prototype, at its own cost and expense, all Tests in accordance with Schedule-E and such other tests that the Contractor may consider necessary to demonstrate that the Prototype complies in all respects with the requirements of this Agreement, including the Specifications and Standards. The Contractor shall provide to the Purchaser (or its nominee) forthwith, a copy of the Contractor's report on each test containing the results of such test and the action, if any, that it proposes to take for compliance with the requirements of this Agreement, including the Specifications and Standards.
- 5.5.2. The Contractor shall, with at least 1 (one) week notice to Purchaser, convey the date, schedule and type of tests that shall be conducted on the Prototype at the manufacturer's plant and the Inspection Agency nominated by Purchaser/ MEA shall have the right to witness the tests. It is clarified that all costs incurred on account of the visit of Inspection Agency to the manufacturer's plant shall be borne by the Contractor.
- 5.5.3. The Inspection Agency shall prepare and submit a report forthwith on the tests witnessed by it highlighting therein, amongst other aspects, any specific non-compliances with the requirements of this Agreement. The Inspection Agency shall submit a copy of this report to the Contractor and Purchaser for review. The Contractor shall, prior to dispatch of the Buses, procure those defects and deficiencies, if any, are rectified and the Buses conforms with the Specifications and Standards. It is agreed that any failure or omission of the Inspection Agency appointed by Purchaser/ MEA, to witness and/or comment on any tests conducted or to highlight any deficiency therein shall not be construed or deemed as acceptance of such tests by the Purchaser and, notwithstanding anything to the contrary, the Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to ensure that the tests carried out on the Prototype are fully in compliance with the requirements of this Agreement.
- 5.5.4. In the event of failure of any Test specified in this Article, the Contractor shall rectify the defect and conduct repeat Tests, and the procedure specified in this Article shall apply *mutatis mutandis* to such repeat Tests.

## 5.6. Supply of Prototype

- 5.6.1. The Contractor shall, no later than 6 weeks after signing of the Contract Agreement, procure and deliver a Prototype and demonstrate to the Inspection Agency, the tests and trials conducted in accordance with the provisions of Clause 5.5.
- 5.6.2. In the event that the Contractor fails to procure the Prototype within the period specified in Clause 5.6.1, the Purchaser may recover from the Contractor an amount equal to 0.5% (zero point five per cent) of the Performance Security as Damages for each and every week, or part thereof, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed 10% (ten per cent) of the Performance Security.



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## 5.7. Acceptance of Prototypes

- 5.7.1. Upon procurement of the Prototype by the Contractor, the Purchaser (or its nominee) shall, for determining that the Prototype conforms to the requirements of this Agreement, including the Specifications and Standards, inspect the Prototype. Once the Contractor has successfully demonstrated to the Inspection Agency that the Prototype conforms to the requirements of this Agreement, including pursuant to any tests required to be undertaken based on instructions from the Purchaser, the Purchaser shall, no later than 7 (seven) days from such date, issue a notice to the Contractor, certifying that the Prototype is in compliance with the requirements of this Agreement, including the Specifications and Standards.
- 5.7.2. The Parties expressly agree that acceptance of the Prototype by the Purchaser (or its nominee) shall not relieve or absolve the Contractor of its obligations and liabilities under this Agreement in any manner whatsoever.

## 5.8. Procurement of Buses

- 5.8.1. Upon approval of the Prototype in accordance with Clause 5.7, the Contractor shall procure the remaining Buses in accordance with the provisions of Schedule-C and shall comply with timelines of the Delivery Schedule specified therein. The Contractor agrees that the Buses shall include the same specifications and standards as the approved Prototype provided in this Article 5.

## 5.9. Delay in Procurement

- 5.9.1. In the event the Contractor is unable to procure any Bus and Charger as per the provisions of this Agreement, for reasons not directly attributable to a Delay Event, the Contractor shall pay Damages at the rate of 0.5 % (zero point five per cent) of the Total Project Cost (whose procurement is delayed) for each and every week, or part thereof, till the date of procurement of such Bus, provided that such Damages shall not exceed 10% (ten per cent) of the Total Project Cost.
- 5.9.2. The Damages payable by the Contractor shall become due and payable within 7 (seven) days of receipt of notice in this regard from the Purchaser.

## 5.10. Readiness for Commencement of Service

- 5.10.1. The Contractor agrees that it shall undertake such activities as required under Applicable Law, Applicable Permits and Good Industry Practice in order to ensure that each Lot of Buses and Chargers procured in accordance with the Delivery Schedule are ready for Commencement of Service. Without limiting the generality of the foregoing, such activities shall include:
  - (a) joint inspection with the Authority, of the Buses and Chargers proposed to be introduced into service;
  - (b) obtaining the certificate of fitness for each Bus proposed to be introduced into service;
  - (c) payment of all applicable Taxes; and
  - (d) any other readiness related activity to ensure road worthiness of the Buses and commissioning of Chargers proposed to be introduced into service;



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- 5.10.2. The Contractor shall achieve readiness for Commencement of Service for each Lot of Buses and Chargers, no later than 7 (seven) days from the date of procurement of such Lot of Buses and Chargers, or any extended period as may be agreed upon by the Parties.
- 5.10.3. The Parties hereto expressly agree that if the delay in achieving readiness for Commencement of Services for any Lot of Buses procured has arisen solely and directly on account of any Delay Event, the Contractor shall be entitled to such additional time as may be reasonably required by the circumstances of the case for achieving readiness for Commencement of Services.

#### **ARTICLE-6 : LIQUIDATED DAMAGES**

- 6.1. If the Contractor fails to ensure 95% availability of the buses during the Warranty Period and CAMC period, the Purchaser shall, without prejudice to other remedies under the contract, levy/deduct pre-estimated damages @ Rs.5,000/- per bus per day.
- 6.2. The Contractor agrees that pre-estimated damages mentioned at clause 6.1 are fair and genuine pre-estimate and not by way of penalty. The Contractor also agrees that he shall not dispute the same in any manner.

#### **ARTICLE-7 : TERMINATION FOR DEFAULT**

- 7.1. The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:
- a. if the Contractor fails to deliver any or all of the Buses and Chargers or fails to commission the same within the delivery schedule(s) specified in the Contract, or any extension thereof granted by the Purchaser and/or
  - b. if the Contractor fails to perform any other obligation(s) under the Contract.
- 7.2. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may enter into fresh contract with any other Contractor for completing the unfulfilled portion of the Contract and the Contractor (whose Contract is terminated) shall be liable to the Purchaser for any excess costs for such buses, their commissioning and maintenance for Warranty/Comprehensive Annual Maintenance Contract Period (and/or remaining part of Warranty/Comprehensive Annual Maintenance Contract Period). However, the Contractor shall continue performance of the Contract to the extent not terminated.

#### **ARTICLE-8 : CONSEQUENCE OF REJECTION**

- 8.1. If any consignment of buses is rejected by the Inspection Agency or by the Purchaser during the testing, trials and commissioning and the Contractor fails to rectify rejected bus(es) within 21 days of rejection, the Purchaser shall be at liberty to:
- a. require the Contractor to replace the rejected buses forthwith but in any event not later than a period of 30 days from the date of expiry of the rectification period and the Contractor shall bear all costs of such replacement including freight and insurance etc., if any, on such replacement and shall not be entitled to any extra payment on that or any other account; or
  - b. purchase or authorize the purchase of quantity of the buses rejected of same or similar description (when buses exactly complying with "particulars" are not in the opinion of



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the Purchaser, which shall be final, readily available) without notice to the Contractor at his risk and cost and without affecting the Contractor's liability as regards the supply of any further instalments due under the contract; or

- c. cancel the contract and purchase or authorise the purchase of the buses of same or similar description (when buses exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the Contractor. In the event of action being taken under (b) above or under this Para, the provisions of preceding sub-clause 7.2 above will apply as far as applicable.

## **ARTICLE-9 : FORCE MAJEURE**

- 9.1. For purposes of this Contract, Force Majeure means an event beyond the control of the parties to the Contract and not involving either party's fault or negligence and not foreseeable.
- 9.2. If, at any time during the existence of the Contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, pandemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfilment of Contract shall be postponed during the period when such circumstances are operative.
- 9.3. The party which is unable to perform its obligations under the present Contract shall, within seven (07) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of any component etc or any price escalation or change in any duty, tax, levy, charge etc shall not be an excuse for the Contractor for not performing his obligations under this clause/Contract.
- 9.4. Any waiver/extension of time in respect of the delivery of any instalment or commissioning of buses shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries or commissioning of buses or completing balance portion of work for setting indigenous production facilities for the buses.
- 9.5. If such inability on account of force majeure to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.
- 9.6. Notwithstanding the provision of clauses 7, 8 and 9, the Contractor shall not be liable for forfeiture of his performance security, pre-estimated damages/ liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the Contract is the result of Force Majeure.

## **ARTICLE-10 : BUSES DELIVERED POST DELIVERY SCHEDULE TIMELINES**

- 10.1. The Contractor is required to complete the supplies within the stipulated delivery period. In case Contractor fails to complete the entire/part quantity of supplies within the stipulated delivery period, the Purchaser, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery if granted shall be subject to following conditions:
  - a. The Contractor shall pay and Purchaser will recover the pre-estimated liquidated damages from the Contractor as per provisions of this Agreement for the buses which the Contractor has failed to deliver within the period fixed for delivery.



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- b. No increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales/Trade Tax/VAT, Service Tax & Freight Charges or on any account of any other tax or duty leviable in respect of the buses specified in the Contract, which takes place after the date of delivery period stipulated in the said Contract, shall be admissible on such of the said buses as are delivered after said date.
- c. Notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after the delivery date stipulated in the Contract shall be admissible on such of the said buses as are delivered after the said date.
- d. The Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in statutory levies, Custom Duty, Excise Duty, Sales/Trade Tax/VAT, Service Tax and duties or on account of any other ground which takes place during the currency of the Contract and/ or after the expiry of the delivery date stipulated in the Contract. The Contractor shall allow the said benefit in his bills and in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

## ARTICLE-11 : INDEMNITY

- 11.1. The Contractor shall indemnify, defend, save and hold harmless the Purchaser and Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/or controlled entities/enterprises, (the “Authority Indemnified Persons”) from and against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of goods and services by the Contractor to the Purchaser and/ or Authority or to any person or from any negligence of the Contractor under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, a breach or default of this Agreement or any related agreement and/or a breach of its statutory duty on the part of the Authority Indemnified Persons.
- 11.2. The Contractor shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
  - a. failure of the Contractor to comply with Applicable Laws and Applicable Permits;
  - b. payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Contractors’ suppliers and representatives; or
  - c. non-payment of amounts due because of materials or services furnished which are payable by the Contractor or any of its sub-contractors.
- 11.3. Without limiting the generality of the other provisions in this Article, the Contractor shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign Intellectual Property or confidentiality rights with respect to any materials, information, design or process used by the Contractor or by the Contractor’s Contractors in performing the Contractor’s obligations or in any way incorporated in or related to the Project. If in any such



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suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Maintenance Depots, Buses, Charging Infrastructure, as the case may be, or any part thereof or comprised therein, are held to constitute an infringement and their use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Contractor is unable to secure such licence within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that they become non-infringing.

## **ARTICLE-12 : SAFETY MEASURES**

- 12.1. The Contractor should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the premises of the Authority.
- 12.2. The Contractor should abide by and conform to all the rules and regulations of Purchaser in force from time to time and ensure that the same are followed by his representatives, agents, sub-Contractor or workmen working in the premises of the Authority.
- 12.3. The Contractor should ensure that while working in the premises of the Authority, unauthorised, careless or inadvertent operation of installed equipment which may result in accident to staff and/or damage to equipment, does not occur.
- 12.4. The Contractor should indemnify and keep the Purchaser and Authority indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the premises of Authority and any loss or damage to property of the Authority sustained due to the acts or omissions of the Contractor irrespective of whether such liability arises under the applicable law in Mauritius or any other statute in force from time to time.

## **ARTICLE-13 : INSOLVENCY AND BREACH OF CONTRACT**

- 13.1. The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Bidder/ Contractor in any of the following events, that is to say :-
  - a. if the Bidder/Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
  - b. if the Bidder/Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
  - c. if the Contractor commits any breach of the contract not herein specifically provided for.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser any extra expenditure he is thereby put to



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and the Bidder/Contractor shall, under no circumstances, be entitled to any gain on repurchase.

#### **ARTICLE-14 : LAWS GOVERNING THE CONTRACT**

- 14.1. This contract shall be governed and interpreted in accordance with the laws of India.
- 14.2. Irrespective of the place of delivery and the place of payment under the Contract, the Contract shall be deemed to have been made in Delhi (India) from where the 'Letter of Acceptance' of the bid has been issued.
- 14.3. Jurisdiction of Courts. - The Courts of Delhi (India), the place from where the 'Letter of Acceptance' of the bid has been issued (Delhi), alone shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the Contract.

#### **ARTICLE-15 : SETTLEMENT OF DISPUTE AND ARBITRATION**

##### **15.1. Amicable Resolution**

- (a) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth in sub-clause (b) below.
- (b) Either Party may require the Dispute to be referred to MD, CESL for amicable settlement. Upon such reference, both the Parties and the MD, CESL or his nominee shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

##### **15.2. Arbitration**

###### **(a) Arbitrators**

Any Dispute which is not resolved amicably as provided in Clause 20.1(a) shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators. 1 (One) arbitrator is to be chosen by each Party and the third, who shall be the Chairman to be appointed by the 2 (two) arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

###### **(b) Place of Arbitration**

The place of arbitration shall be New Delhi, India.

###### **(c) Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

###### **(d) Procedure**

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The procedure to be followed in the arbitration by the Arbitral Tribunal shall be in accordance with the Arbitration & Conciliation Act, 1996 and as may be decided by the Arbitral Tribunal.

**(e) Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

**(f) Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

**(g) Performance during Arbitration**

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

**ARTICLE-16 : SECRECY**

- 16.1. Any information obtained in the course of the execution of the Contract by the Contractor, his employees or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.
- 16.2. Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the Contract in accordance with Article 7 thereof as applicable.

**ARTICLE-17 : PROGRAMME OF DESIGN, MANUFACTURE, SUPPLY, TESTING COMMISSIONING AND MAINTENANCE OF BUSES**

- 17.1. The Contractor shall whenever required by the Purchaser or Purchaser's Representative, also provide in writing a general description of the arrangements and methods which the Contractor proposes to adopt for the completion of various activities. If at any time it should appear to the Purchaser that the actual progress of work does not conform to the programme of manufacture, the Contractor shall produce at the request of the Purchaser revised programme showing the modifications to the approved programme necessary to ensure completion of the work within the time for completion stipulated in the contract. The submission to and approval by the Purchaser or Purchaser's Representative of such programme or the furnishing of such particulars, shall not relieve the Contractor of any of his duties or responsibilities or obligations under the contract. The Purchaser shall have full power and authority during progress of work to issue such instructions; as may be necessary for the proper and adequate execution of the contract and remedying of any defects therein. The Contractor shall carry out and be bound by the same.



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## ARTICLE-18 : CONTRACTOR'S RESPONSIBILITY

- 18.1. The Contractor shall be entirely responsible for the execution of the contract strictly in accordance with the terms of the Technical Specification and the General Conditions of Contract, Instruction to the Bidders and other conditions of contract.
- 18.2. Any approval that may be given by the Purchaser or Inspection Agency or any agency on behalf of Purchaser shall only be deemed to be the approval in principle. Notwithstanding such approval the Contractor shall be fully and totally responsible for the satisfactory performance and compliance with the contract specifications and conditions.

## ARTICLE-19 : WARRANTY

- 19.1. The Contractor will be responsible for any defect or failure of Buses or equipment provided in these buses and Chargers due to defective design, material or workmanship, for a period of 1 year or 1,00,000 kms whichever is earlier starting from COD (“**Warranty Period**”). The rectification/ replacement of failed components/ equipment will have to be undertaken by the Contractor free of charge at Purchaser’s workshop/depot. The Contractor shall collect the failed & defective components/ equipment from Purchaser site and send them to the works of the suppliers at his cost and responsibility. This will be arranged directly by the Contractor or his representative.
- 19.2. Furthermore, during the Warranty Period the Contractor has to ensure availability of Buses on a daily basis to the Authority and it will also include periodic maintenance, breakdown assistance, provision of regular required services, labor as well as consumables and spares and replacement of parts/ sub-assemblies/ assemblies excluding tyres maintenance/ replacement and the washing & cleaning of Buses.
- 19.3. The Contractor shall ensure the availability of 95% of the buses during Warranty Period. In case of failure to keep 95% availability of the buses, the Contractor shall be liable for pre estimated damage of Rs 5,000/- per bus per day. The availability of 95% will be calculated from day wise availability of each bus on monthly basis.
- 19.4. The Contractor will be required to station required number of competent engineers/ supervisors along with necessary spare parts during testing & commissioning of the Buses at his cost. However, at least one competent engineer will necessarily be stationed during the entire warranty period for the evaluation of the performance of the Buses & keeping liaison with the Purchaser/ Authority. Necessary technical personnel will also be deputed by the Contractor at his cost for investigating defects and failures and carrying out modifications as and when required during the warranty period.
- 19.5. These buses shall be attended at Authority Depots as well as for minor repairs on line to minimize down time. The maximum response time (i.e. time required for suppliers’ maintenance engineers to report to the site after a request call/ telegram/ fax/ email is made or letter is written) for breakdown complaint on line, during CAMC period shall not exceed 2 hours. Any delay beyond 2 hours on line, a fine an amount equivalent to INR 1,000 per bus per day shall be imposed on the Contractor each time. During Warranty Period, the Contractor would provide his well trained resident engineers/ Technicians/ trained staff etc to attend to the maintenance and servicing of bus(es) to ensure quality assurance/control etc. and for checking and preventive maintenance prior to the schedule of departure of each bus daily/ regularly.
- 19.6. Furthermore, the Contractor will provide warranty on battery and motor of all Buses for a period of 6 years or 3,00,000 kms from COD, whichever is earlier and on Chargers for a period



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of 6 years “Component Warranty”.

- 19.7. For the Component Warranty the Contractor shall submit a Product warranty undertaking as per Schedule-F.

#### **ARTICLE-20 : APPROVAL OF DESIGN**

- 20.1. The design shall be developed based on the requirements given in the Technical Specification & sound engineering practices. The entire design shall be submitted by the successful Contractor with supporting technical data to the Purchaser for approval, before commencing manufacture. However, the Contractor shall be required to obtain Type Approval, Conformity of Production (COP) for the buses from the authorized agencies as per CMVR. In addition, Finite Element Analysis (FEA) approval shall be required from the authorized agency as per CMVR.
- 20.2. Approval of the design means the approval of the general design features. Notwithstanding the approval, the Contractor will be wholly and completely responsible for the satisfactory manufacture, supply & performance of these Buses offered. The Contractor when submitting design proposals for approval to the Purchaser shall draw specific attention to the deviation or departure from the specification/ drawing included in the Contract.
- 20.3. The Purchaser shall have the right to accept the Prototype meeting the RFP Document requirements irrespective of the minor variations in the specifications quoted in the bid of the manufacturers subject to the quality, performance, etc. meeting RFP requirements and no financial benefit accruing to the manufacturers.

#### **ARTICLE-21 : QUALITY ASSURANCE PLAN/INSPECTION**

- 21.1. The Contractor shall formulate a Quality Assurance Programme (QAP) to ensure quality product. QAP shall cover quality assurance procedures to be followed during all stages of design, planning, procurement, manufacture, testing, commissioning and servicing. QAP shall be submitted by the Contractor to Purchaser within two weeks of signing of Contract. The Purchaser shall approve the QAP and only after Purchaser’s approval, the Contractor shall commence manufacturing of Buses.
- 21.2. The Purchaser shall also carry out pre despatch inspection of fully built buses at the Contractor’s manufacturing premises before these are despatched to the Purchaser and issue inspection certificate. The Contractor shall despatch the buses only after attending defects/ deficiencies observed during pre-despatch inspection.

#### **ARTICLE-22 : INSPECTION OF BUSES AT DESTINATION STATION**

- 22.1. On receipt of the Buses at the place of delivery, these shall be jointly inspected by the Contractor and the Authority/ Purchaser for completeness and satisfactory condition of all equipment/components. Damages, defects and deficiencies, if any, shall be noted and the Contractor shall initiate immediate action for making good the same under advice to the Purchaser. Any delay in testing and commissioning of these buses due to any such reason will be to the Contractor’s account and will be dealt with by the Purchaser as per Conditions of the Contract.
- 22.2. Buses shall be subjected to detailed tests and field trials as prescribed in the RFP document. Any modifications found necessary as a result of these tests or further service trials shall be incorporated by the Contractor at his own cost in these buses in a manner approved by the



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Purchaser. All key and manufacturing drawings incorporating the modifications shall be submitted to the Purchaser.

### **ARTICLE-23 : REMOVAL OF REJECTED BUSES**

- 23.1. On rejection of any bus, subjected to inspection or assessment of performance during testing and commissioning at a place other than the premises of the Contractor, such buses shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the Contractor, provided that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected buses till the price paid for such buses is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the buses or waiver of rejection thereof.
- 23.2. All rejected buses shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such buses are not removed by the Contractor within the period aforementioned, the Inspecting Officer/ Purchaser may remove the rejected buses and either return the same to the Contractor at the risk and cost of the Contractor by such mode of transport as the Purchaser or Inspection Agency may decide, or dispose off such buses at the Contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals and any price refundable by the Contractor as a consequence of such rejection. The Purchaser shall, in addition, be entitled to recover from the Contractor handling and storage charges @ 0.5% of the price of buses per week or part thereof on the rejected buses after the expiry of the time-limit mentioned above.

### **ARTICLE-24 : PAYMENT MILESTONES**

#### **24.1. Buses**

- 80% on receipt of Buses at the Final Destination (place of delivery) and completion of Final Inspection.
- 10% on achievement of COD as per the Contract Agreement.
- 10% at the end of the Warranty Period.

#### **24.2. Chargers**

- 80% on receipt and commissioning of Chargers at the Final Destination.
- 10% on achievement of COD as per the Contract Agreement.
- 10% at the end of the Warranty Period.

#### **24.3. Freight Charges**

- 100% on receipt of Buses and Chargers at the Final Destination.

#### **24.4. CAMC**

- 25% at the end of each quarter of the CAMC period subject to successful operation of the Buses.



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- 24.5. The Contractor is required to submit the invoice along with all the necessary supporting documents within 15 days on achieving each milestone as per Article 24.
- 24.6. Payment from CESL will be released within 30 days from receipt of the invoice.
- 24.7. Payment for Annual Maintenance Charges: All payment in respect of AMC shall be made in Indian Rupees to Contractor in accordance with General Conditions of Contract.
- 24.8. The Contractor shall not claim any interest on any overdue/ or unadjudicated payments under the contract.

#### **ARTICLE-25 : PAYMENT PROCEDURE**

- 25.1. Payment for the buses manufactured in India will be made in Indian Rupees against bills preferred by the Contractor. Any payment in the foreign exchange that the Contractor may have to make for imported components forming part of the bid will be arranged by him directly.
- 25.2. Where there is a statutory requirement for tax deduction at source, such deduction towards Income Tax and other taxes as applicable will be made from the bills payable to the Contractor at rates as notified from time to time.

#### **ARTICLE-26 : SERVICE ENGINEERING**

- 26.1. The Contractor shall furnish information on the maintenance practices to be followed for these Buses manufactured to conform to Technical Specification or similar to those offered against the tender, clearly spelling out the following:
- (i) Maintenance standards including clearances and tolerances at various locations and permissible limits of wear for good riding comfort and operation.
  - (ii) Inspection procedure and periodicity of various inspection schedules in detail including the gauging practices.
  - (iii) Maintenance procedures in detail.
  - (iv) Facilities required for maintenance, giving detailed information on the following:
    - a. Plant & Machinery required for maintenance.
    - b. Gauges, Jigs and Fixtures and Tools required during maintenance.
    - c. Stock of consumables and fast consuming item.

#### **ARTICLE-27 : SERVICE MANUALS AND SPARE PARTS CATALOGUES**

- 27.1. Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc. shall be specially prepared for Buses and at least 2 sets of each for every 25 buses or part thereof of the same shall be supplied without any extra charge, along with the first supply. The draft



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contents of the manuals shall be submitted for approval of the Purchaser. Detailed spare parts catalogue listing all components manufactured or purchased (two copies for every 25 buses or part thereof) shall be supplied without any extra charge. All manuals shall be sent to the Purchaser and Authority in advance of dispatch of the buses from the manufacturer's works.

27.2. The Contractor shall also furnish break-up of the price of the bus giving cost of all the components/assemblies of the bus. The break-up shall be furnished along with the prototype, to be submitted for approval of the Purchaser within 06 months of dispatch of letter of acceptance. The Contractor shall give an undertaking along with the price break up that the rates of the parts quoted by them are reasonable and do not exceed the rates at which these parts are available on fair market practises. The rates of the parts shall be valid till the currency of the Contract Agreement.

**ARTICLE-28 : TRAINING**

28.1. For each lot of 100 buses or part thereof, following training shall be provided by the Contractor:

- a) The Contractor shall arrange training (including both classroom and on-board training) at Final Destination for at least 250 drivers in batches.
- b) Similarly, training shall be arranged at Final Destination for at least 100 technicians/ supervisors/ engineers (including both classroom and at the depot) in batches.

28.2. Bus and other available facilities with the Authority will be provided by the Authority and course materials will be provided by Contractor on free of cost basis. This training will be provided free of cost, as and when required by the Authority/ Purchaser during the currency of Contract.

28.3. The Training shall be provided by the Contractor at least once in each year during the currency of the Contract Agreement.

**ARTICLE-29 : ENVIRONMENTAL CONDITIONS**

29.1. The environmental conditions specified in Technical Specification of the RFP Document are for the general guidance of the Manufacturer/Contractor. Further specific information required, if any, shall be ascertained from the Purchaser.

**ARTICLE-30 : TECHNICAL REQUIREMENTS**

30.1. The Manufacturer/ Contractor is expected to provide all the items required for proper functioning of the Buses in accordance with the best current international practices whether included in these specifications or otherwise.

**ARTICLE-31 : PROVISIONAL RECEIPT CERTIFICATE**

31.1. The Purchaser shall issue provisional receipt certificate within three working days (excluding the Gazetted holiday) of receipt of Bus(es) in good conditions at the Final Destination.

**ARTICLE-32 : FINAL ACCEPTANCE CERTIFICATE**

32.1. The Contractor shall inform about the rectification/ removal for the observed during the joint



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final inspection within 07 days from the date of inspection. There after the final Acceptance Certificate shall be issued by the Purchaser within 15 days after final inspection and satisfactory commissioning of the buses at the Final Destination.

### **ARTICLE-33 : AMENDMENTS**

- 33.1. The Purchaser, without prejudice, can make amendments, and/or modifications in the Contract in writing.

### **ARTICLE-34 : COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)**

- 34.1. The Contractor shall be required to provide CAMC for maintenance of Buses and Chargers for 1 year from the end of the Warranty Period for complete bus system inclusive of consumables, spare parts, replacement of assemblies/ subassemblies, systems etc. taking into account preventive/docking maintenance, normal wear & tear, major repairs/ over-hauling and break downs as well as accidental repairs (mechanical & body), broken lights and routine body repairs etc. inclusive of labour cost to ensure 95% availability during the CAMC period. The Contractor shall be responsible for carrying out repairs and servicing etc. for complete buses (including supply of consumables, replacement & fitment of spare parts/ body parts/ aggregates/ assemblies/ sub assemblies etc).
- 34.2. In case Buses do not operate on any particular day because of natural disaster, riots or such other reasons beyond the control of Contractor, this period shall be excluded while calculating the availability of the buses on monthly basis. Similarly, where the bus cannot operate because of being impounded in police/ judicial custody or for such other reason, this period shall be excluded for calculating the availability of the bus provided the non-availability of the bus is not due to an event caused by improper maintenance or negligence on the part of the Contractor. Whether the Contractor was responsible for the event or not, the decision of the Authority shall be final in this regard.
- 34.3. These buses shall be attended at Authority Depots as well as for minor repairs on line to minimize down time. The maximum response time (i.e. time required for suppliers' maintenance engineers to report to the site after a request call/ telegram/ fax/ email is made or letter is written) for breakdown complaint on line, during CAMC period shall not exceed 2 hours. Any delay beyond 2 hours on line, a fine an amount equivalent to INR 1,000 per bus per day shall be imposed on the Contractor each time. During Annual Maintenance Contract Period, the Contractor would provide his well trained resident engineers/ Technicians/ trained staff etc to attend to the maintenance and servicing of bus(es) to ensure quality assurance/control etc. and for checking and preventive maintenance prior to the schedule of departure of each bus daily/ regularly.
- 34.4. The Bus-wise maintenance shall be on regular basis to ensure at least 95% availability during CAMC period. In case of failure to arrange for an immediate repair/maintenance to keep 95% availability, the Contractor shall be liable for pre-estimated damages of Rs. 5,000/- per day per bus. The amount of pre-estimated damages will be recovered from outstanding payment of the Contractor or from performance security as the case may be. The Contractor agrees that the aforesaid pre-estimated damage is a fair and genuine pre-estimated and he shall not dispute the same in any manner. There shall be no ceiling limit on the pre-estimated damages to be levied during Comprehensive Annual Maintenance Contract period.
- 34.5. Repairs due to accidents because of the reasons attributable to the defects/mechanical failure/fire of the bus shall be the responsibility of the Contractor. Authority's decision



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regarding whether the accident is because of defects/mechanical failure or otherwise shall be final. The cost of repairs on account of the accidents due to war, civil commotions, strikes, floods, earthquake and explosion as well as accidental repairs (mechanical & body), tyre damage, broken lights and routine body repairs not attributable due to defects/mechanical failure shall be borne by the Contractor. However, the reasonable period of accidental repair shall be excluded for calculating the availability of the bus provided the non-availability of the bus is not due to an event caused by improper maintenance or negligence on the part of the Contractor. Whether the Contractor was responsible for the event or not, the decision of the Purchaser shall be final in this regard. After repairs have been carried out, the bus shall continue to be covered by the above CAMC.

- 34.6. All supplies of spares for above AMC will be arranged by Contractor by using his own resources including imports. All spares supplied will be of manufacturer's brands or brands as indicated by the Contractor in the bid and/or in the Contract. The consumables & lubricants shall be of brands as recommended by the manufacturer.
- 34.7. The Authority shall provide adequate sitting space for Contractor's engineer/ technician/labourers at its depot during CAMC period (including Warranty Period). The Authority shall also provide storage space for storing the essential spares for maintenance of buses. However, Contractor shall be required to bear the expenditure towards cost of Electricity, water and such other charges which he has to incur to provide the CAMC services. Contractor shall settle all the expenditure towards electricity, water and such other charges/ bills, which he has to incur to provide the CAMC services, on regular basis and submit documentary proof in support of that alongwith bill for CAMC payment. In case Contractor fails to pay the outstanding bills of water, electricity etc as mentioned above, the Purchaser will make the payment of CAMC charges after recovering necessary deduction on account of outstanding bills. Contractor shall be required to make his own arrangement for Plant and Machinery, Tools, Jigs & Fixtures etc. required for proper Maintenance Services during Warranty and CAMC period.
- 34.8. In case Contractor does not perform the AMC Contract satisfactorily, Purchaser may terminate the Contract, forfeit the performance guarantee and take action as per the Contract Agreement for remaining portion of AMC period. Purchaser's decision in this regard shall be final.
- 34.9. It shall be the responsibility of the Contractor to comply with all the local laws as applicable from time to time during the period of CAMC and/or any other statutory requirement for the Contractor's personnel. Further, the Contractor will keep the Authority and Purchaser indemnified against the payment of any statutory duties, payment of which is the responsibility of the Contractor.
- 34.10. The Purchaser reserves the right to cancel the Annual Maintenance Contract at any time during the currency of Contract after giving three months prior notice to the Contractor. In such case, the Contractor shall have no claim on the Purchaser and remove his manpower and all machines/equipment from the site and vacate the site within three months of receipt of such notice of cancellation of CAMC.
- 34.11. The Contractor will be responsible for meeting the cost and consequences, whether civil or/and criminal, of any Challan/ fine/ prosecution etc. owing to any act or negligence on the part of the Contractor under the Contract.
- 34.12. The Authority/ Purchaser reserves his right to advertise in or use for publicity the interiors and exteriors of the bus, in any form and manner as deemed fit, during the currency of the Contract. The Contractor will not claim any share in the revenue arising out of this advertisement/publicity. Further, the Contractor will not claim any extra cost of maintenance on this account. The Contractor will take due care of the advertisement/publicity materials while carrying out the maintenance activities. Nor should the quality/parameters of the CAMC



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services provided by the Contractor get impaired due to such advertisements/publicity.

- 34.13. The buses in the Authority's depot will be driven/ handled only by the personnel of the Contractor who have valid heavy Driving License/ PSV badge, as per law. These buses will be driven by his personnel only for the purpose of attending to breakdown/ accident place and repair/ maintenance work within the depot premises or from depot to the place of breakdown/ accident & back to the depots.
- 34.14. The Contractor shall fulfill all the provision of rules and regulation of the prevailing laws like labor laws, industrial dispute act, workman compensation act, factory act, motor vehicle act etc. Any dispute arising out of the prevailing laws, the Contractor shall be liable and responsible for the same.
- 34.15. The Contractor shall obtain necessary license/ permit under the prevailing law and also the fulfill the provision of labor laws and industrial disputes act for which any issue arising out of this provision of law, the Authority and Purchaser will not be liable and responsible for the same.

## ARTICLE-35 : MISCELLANEOUS

### 35.1. Survival

(1) Termination shall:

- (a) not relieve the Contractor or the CESL, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

(2) All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

### 35.2. Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the Request for Qualification cum Proposals shall be deemed to form part of this Agreement and treated as such.

### 35.3. Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability

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of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

**35.4. No partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**35.5. Third parties**

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

**35.6. Successors and assigns**

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

**35.7. Notices**

(1) Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Contractor, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Contractor may from time to time designate by notice to the CESL; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Contractor may from time to time designate by notice to the CESL.

{Attention:

Designation:

Address: Fax No: Email:}



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- (b) in the case of the CESL, be given by facsimile or e-mail and by letter delivered by hand at the address given below and be addressed to the person named below with a copy delivered to the CESL Representative or such other person as the CESL may from time to time designate by notice to the Contractor; provided that if the Contractor does not have an office in the same city as the CESL, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier.

{Name:

Designation: Address:

Fax No:

Email:}; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

### 35.8. **Language**

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

### 35.9. **Counterparts**

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

### 35.10. **Contract maturity**

The Authority may choose to execute a separate CAMC agreement with the Contractor post the completion of the CAMC period as per the Contract Agreement. The terms and conditions for such services maybe mutually agreed upon between the Contractor and the Authority.

## ARTICLE-36 : DEFINITION

36.1. **“Applicable Laws”** shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

36.2. **"Authority”** shall mean public transport corporations and/ or any entity owned by the Government of Mauritius which is engaged in public transport services.



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- 36.3. **“Chargers”** means a charger complying with Standards and Specifications as detailed in Volume 2 “Technical Specifications of Buses and Chargers”.
- 36.4. **“Commercial operation date/ COD”** shall mean the date on which the Contractor received a Completion Certificate from the Purchaser confirming the supply of all Buses with chargers as per this Contract and successful on-ground Test of these Buses for a period of not less than 1 month.
- 36.5. **“Contractor”** means a bidder that is issued Letter of Award (“LoA”) by CESL for this tender as per the provisions of Clause 12 of RfP Volume 1 and with whom the Contract for the supply is placed.
- 36.6. **“Control”** means the following:
- (a) The ownership of common shareholders, directly or indirectly (i.e., together with one or more of its subsidiaries/Holding companies), of at least 51% of the voting shares/ shareholding of the firm in question, OR
  - (b) The right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner
- 36.7. **“Electric Bus/ e-Buses/ Buses”** means a bus complying with Standards and Specifications as detailed in Volume 2 of the RfP “Technical Specifications of Buses and Chargers”.
- 36.8. **“Effective date”** of the Contract shall mean the date on which the ‘Letter of Acceptance’ (LOA) shall be dispatched by the Purchaser.
- 36.9. **“Final Destination”** means National Transport Corporation, Bonne Terre, Vacoas, Republic of Mauritius or any other location in Republic of Mauritius that may be determined and communicated by the Purchaser or Authority.
- 36.10. **“Inspection Agency”** means the any government approved testing organization in India for the purpose of inspection of buses or work under the Contract.
- 36.11. **Inspection**
- (a) **“Pre-Dispatch Inspection”** (PDI) of buses means the inspection of fully built Buses to be carried out at the Contractor’s manufacturing premises before dispatch by the Inspection Agency and the Purchaser and or MEA
  - (b) **“Final Inspection”** of buses means inspection of the buses to be carried out at the Final Destination by the MEA and/ or the Purchaser or any other agency authorized by MEA/ Purchaser
- 36.12. **“OEM”** means Original Equipment Manufacturer of Buses which is a registered bus manufacturer in India under applicable laws engaged in manufacture and supply of Buses and who has submitted the bid for the supply of 12m non-AC standard floor Buses (Design, Manufacture, Supply, Testing & Commissioning) as per the terms and conditions and Technical Specifications of the RfP document.
- 36.13. **“Purchaser”** means Convergence Energy Services Limited (CESL) or its authorized representatives.



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VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515



- 36.14. **“Selected Bidder(s)/ Contractor”** means a Bidder that is issued Letter of Award (“LOA”) by Purchaser for this tender as per the provisions of Clause 12 of RfP Volume 1.
- 36.15. **“Test”** means such test(s) as is/ are prescribed by the Purchaser or considered necessary by the Inspection Agency whether performed or carried out by the Inspection Agency or any agency acting under the direction of the Purchaser.
- 36.16. **“Total Project Cost”** means the total value of the Contract Agreement which is the cumulative sum of the total amount payable by the Purchaser as the Bid price to the Contractor.



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**SCHEDULE-A : PERFORMANCE SECURITY**

.....  
Government of .....,  
.....

**WHEREAS:**

A. **Convergence Energy Services Limited [•]**, acting through {.....}, [•], and having its head office at {.....} (hereinafter referred to as the “**Purchaser**” or, which expression shall, unless excluded by and/or repugnant to the context, mean and include its successors, legal representatives and permitted assigns) of the one part;

**AND**

{\*\*\*\*\* Limited}, having its registered office at {.....} represented through its \*\*\*\*\* (hereinafter referred to as the “**Contractor**”, which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its legal representatives, successors and permitted assigns) of the other part.

The Purchaser and the Contractor are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

B. The Agreement requires the Contractor to furnish a Performance Security to the Purchaser in a sum of Rs ..... (Rupees ..... only) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the term of the Agreement Period (as defined in the Agreement).

C. We, .....through our Branch at.....(the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the Agreement Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Purchaser, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Purchaser shall claim, without the Purchaser being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Purchaser, under the hand of an Officer not below the rank of the ....., that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Purchaser shall be the sole judge as to whether the Contractor is in default in due and faithful performance of



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its obligations during the Agreement Period under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any differences between the Purchaser and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Purchaser or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Purchaser shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Purchaser to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Purchaser shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Purchaser against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Purchaser, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Purchaser of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Purchaser or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Purchaser in respect of or relating to the Contractor for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until a period of 30 (thirty) days beyond the Contract Period and unless a demand or claim in writing is made by the Purchaser on the Bank under this Guarantee, no later than 3 (three) months from the date of expiry of this Guarantee, all rights of the Purchaser under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Purchaser in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the



Signature of Deepak Mittal, SENIORITY ID=30875733413397cdcc1b971829410d  
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User ID : deepak.mittal  
Serial No : 6247A515

envelope containing the notice was posted and a certificate signed by an officer of the Purchaser that the envelope was so posted shall be conclusive.

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the end of 60 (sixty) days till the currency of the Contract Agreement or until it is released earlier by the Purchaser pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ..... , 20 ..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.



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e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
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## SCHEDULE-B : SPECIFICATIONS AND STANDARDS

1. The Contractor shall comply with the Bus Specifications set forth in Volume 2 – Technical Specifications for procurement of Buses and Chargers.
2. Latest bus specifications, currently [Urban Bus Specifications - II issued by Ministry of Urban Development, GoI in April 2013, the AIS 052 – Bus Body Code issued by the Automotive Research Association of India (“ARAI”) in 2015, and the Central Motor Vehicles Rules, 1989], should be followed unless changes are specified to this schedule by the Authority.
3. The Contractor should comply with the Branding Guidelines as set forth by MEA/ CESL while deployment of Buses.
4. Subject to the provisions of this Schedule, procurement of Bus shall conform to Applicable Laws and the latest bus specifications published by Ministry of Urban Development, GoI. An authenticated copy of the latest bus specifications has been provided to the Contractor as part of the RFP.

Deviations from the aforesaid bus specifications shall be listed out here. Such deviations shall be specified only if they are considered essential in view of project-specific requirements.



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## SCHEDULE-C : DELIVERY SCHEDULE

Lot No.	Number of Buses	Timeline for delivery of Buses
1	Minimum 30% of the Buses and Chargers Quantity awarded as per the LOA	Within 6 weeks of Contract Agreement execution
2	Minimum 60% of the Buses and Chargers Quantity awarded as per the LOA	Within 10 weeks of Contract Agreement execution
3	100% of the Buses and Chargers Quantity awarded as per the LOA	Within 14 weeks of Contract Agreement execution

The Contractor is required to plan the activities like prototype testing, etc., in such a manner so that the above-mentioned timelines are achieved.



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## SCHEDULE-D : DESIGN AND DRAWINGS

### 1 Designs and Drawings

- 1.1 In compliance of the obligations set forth in this Agreement, the Contractor shall furnish to the Purchaser, free of cost, all Designs and Drawings listed in clause 3 of this Schedule-D; provided that the Designs and Drawings relevant for design review by the Government, shall be submitted prior to such review.
- 1.2 For the purposes hereof, Design shall mean and include plans and Drawings of the Buses or sub-system or equipment thereof. Provided that the Contractor may share only details regarding the layout of the bus and not any other propriety information.
- 1.3 All Designs shall include maintenance and service manual of the respective sub-systems.
- 1.4 All Designs and Drawings shall be supplied in hard copy, in duplicate, and in electronic form. All Drawings shall be provided in auto-cad format.
- 1.5 All Designs and Drawings shall conform to and refer to the relevant provisions in the Specifications and Standards.
- 1.6 All Designs and Drawings shall be in English.

### 2 Additional Designs and Drawings

If the Purchaser determines that for discharging its duties and functions under this Agreement, it requires any Designs or Drawings other than those listed in this schedule, it may by notice require the Contractor to prepare and furnish such Designs and Drawings forthwith. Upon receiving a requisition to this effect, the Contractor shall promptly prepare and furnish such Designs and Drawings to the Purchaser, as if such Designs and Drawings formed part of this Schedule D.

### 3 Bus Designs and Drawings

In compliance with the requirement under the Contract Agreement, the Contractor shall provide the following Designs and Drawings:

- (i) General schematic Drawings
- (ii) Bus offer drawing attached Layout
- (iii) Front, rear and both side views of the offered design of the Bus.



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Serial No : 6247A515

## SCHEDULE-E : TESTS

### Tests

- 1.1 Save and except as otherwise provided in this Agreement, the Contractor shall conduct, or cause to be conducted, each of the Tests specified in this Schedule-E.
- 1.2 The Purchaser shall conduct, or cause to be conducted, adequate trial runs of Prototypes to determine their compliance with Specifications and Standards, requirements and Safety Requirements.
- 1.3 Tests to be conducted on the Prototype or its sub-systems, as the case may be, (the “**Type Tests**”) have been specified in Annex-I of this Schedule-E and routine tests to be carried out on all Buses (the “**Routine Tests**”) as per the guidelines issued by the Government of India approved agencies from time to time.
- 1.4 The Contractor shall provide the results of all Tests to the Purchaser for review and comments, if any.

### 2 Schedule for Tests

- 2.1 The Contractor shall, not later than [●] weeks prior to the likely date of conducting a Type Test, notify the Purchaser of its intent to conduct the Test and furnish particulars of the equipment and methodology forming part of the Test.
- 2.2 The Contractor shall notify the Purchaser of its intent to conduct the Type Test, referred to in paragraph 2.1 above, at any time after [●] days from the date of such notice. The notice shall specify the place, date and time of such Test. Upon receipt of such notice, the Purchaser may, within [●] days of such notice, designate its representative to witness the Test. The Contractor shall, whether or not an Purchaser Representative is designated, conduct the Test in accordance with Article 5 and this Schedule-E.
- 2.3 The Purchaser may at any time designate its representative to witness any Routine Test on a Bus and the Contractor shall, upon receipt of a notice to this effect, undertake such Routine Test on a mutually agreed date, and in the presence of the Purchaser Representative.

### 3 Agency for conducting Tests

Save and except as otherwise specified, all Tests set forth in this Schedule-E shall be conducted by the Contractor or such other agency or person as it may specify in consultation with the Purchaser.

### 4 Tests for Safety certification

Tests for determining the conformity of a Bus with the Safety Requirements shall be conducted in accordance with Good Industry Practice and in conformity with Applicable Laws.

### 5 Acceptance certificate

Upon successful completion of Tests, the Purchaser shall issue an Acceptance Certificate for the Prototype in accordance with the provisions of Article 5.

## Annex - I

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## Type Tests

In addition to the standard Type Tests of ARAI (latest edition), the following tests shall be conducted for the buses:

S. No.	Applicable Tests	Standard / Regulation
1	Gradeability	AIS 003 & AIS 049
2	Pass by noise	IS 3028 & AIS 049
3	Coast Down Test	IS 14785 & AIS 049
4	Brake, Base line (Part – 3)	IS 11852 & AIS 049
5	Brake static (Part - 4)	IS 11852 & AIS 049
6	Electrical energy consumption	AIS 039
7	Range Test	AIS 040 and test defined in Volume 3 of this RfP
8	Net Power and Max 30 min power test	AIS 041
9	Safety requirements of Traction batteries	AIS 038
10	EMC	AIS 004 (Part 3) & AIS 049
11	LT Wire	AIS 052 & Flammability test as per IS:2465-1984 or latest
12	Floor surface material	As mentioned in clause 17.4 (D) of Volume 3 (Technical specifications)



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## SCHEDULE-F : PRODUCT WARRANTY UNDERTAKING

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)  
[To be executed by the OEM Supported by Board Resolution at the time of signing of the  
Concession Agreement]

Date: .....

OEM Name and Address:

To,

(Name & Address of Authority)

Dear Sir/Madam,

1. We, M/s (Name of the OEM) have agreed/committed to supply Buses to for undertaking the Project] for Design, Manufacture, Supply and Commissioning of 100 Electric Buses & 20 Chargers along with Comprehensive Annual Maintenance under the Contract Agreement dated xxxxx executed between the Purchaser and Contractor.
2. One of the conditions of the said Contract Agreement is that we have to provide warranty for product as per clause 19.5 of the Contract Agreement .
3. We hereby undertake that we pledge our unconditional & irrevocable warranty for battery and motor of all Buses along with the Chargers. We further agree that this undertaking shall be without prejudice to the various liabilities that the Operator would be required to undertake in terms of the Contract Agreement as well as other obligations of the Operator.
4. We undertake that we shall supply and replace all goods and equipment forming part of mechanical & electrical systems in the electric buses supplied by the Operator, for the remaining term of the Contract Agreement in case of any fault in the Buses.
5. This undertaking is irrevocable and unconditional and shall remain in force till the end of 6 years from the COD as per the Contract Agreement.
6. We are herewith enclosing a copy of the Board Resolution in support of this undertaking.



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VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

Witness:

Yours faithfully,

(1) .....

(2) .....

(Signature of Authorized Signatory) on behalf of the OEM

Name & Designation .....

Name of the OEM .....

(Seal of OEM)



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
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User ID : deepak.mittal  
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## SECTION – 5: MEASUREMENT & VERIFICATION (M&V)

**Not Applicable**



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# SECTION- 6

## Annexures



Signature :-  
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VICES LIMITED, C=IN  
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## APPENDIX A - PRE-BID CONFERENCE

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

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

(Bidders are requested to send their queries at least 7 days prior to the schedule date of Pre-bid meeting only in the prescribed format as given below on email id provided in Section-1 of tender document:

Sr. No.	Section No.	Description as Per RfP	Queries/ Clarification of the bidder	Remarks
	Page No.			
	Para No/Clause No.			
1	Section No.			
	Page No.			
	Para No/Clause No.			
2	Section No.			
	Page No.			
	Para No/Clause No.			
3	Section No.			
	Page No.			
	Para No/Clause No.			

Authorized Signatory

Sign & Stamp

### Note

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



Signature :-  
 Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt,  
 e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
 ="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
 c33100abaz282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
 VICES LIMITED, c=in  
 User ID : deepak.mittal  
 Serial No : 6247A515

## Checklist

(Required to be uploaded under Envelope 1 through e-procurement portal in same sequence as mentioned below)

Annexure.	Description	Whether submitted (Yes/No)
1	Covering Letter	
2	Bid Security/Bid Bond	
3	Power of Attorney (Single Bidder)	
4	Bidder's composition and ownership structure	
5	Authorization to Bank	
6	Board Resolution	
7	Proforma of Letter of Undertaking	
8	Affidavit format	
9	Financial Qualification Requirement (Net worth)	
10	Financial Qualification Requirement (MAAT)	
11	Technical Qualification Requirement	
12	Bidders Undertaking and details of Equity Investment	
13	Fraud prevention policy	
14	Certificate for not being debarred /blacklisted from any GoI agency at the time of bid submission	
15	Self-Declaration for testing certificate	
16	Certificate for Indigenous content	
17	Compliance for MeITY requirement	
18	Certificate for declaring local content	
19	Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"	
20	Bank Details -Attachment 09 (RTGS/NEFT)	
21	Deviation Statement	

Authorized Signatory

Sign & Stamp



Signature :-  
 Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
 e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
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 c33100aba2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
 VICES LIMITED, c=in  
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**ANNEXURE 1 - COVERING LETTER**

(The covering letter should be on the Letter Head of the Bidder)

Date: .....  
From: .....  
  
Tel. No.: .....  
Fax No.: .....  
E-mail address: .....

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

**Sub:** Bid for Request for Proposal (RfP) for Supply and Commissioning of 100 Electric Buses and 20 Electric Chargers along with CAMC.

Being duly authorized to present and act on behalf of M/s (insert name of Bidder) (hereinafter called the "Bidder") and having read and examined in detail the Request for Proposal (RfP) document, the undersigned hereby submit our Bid with duly signed formats and Financial Bid as stipulated in RfP document for your consideration.

1. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RfP document and subsequent clarifications/amendments as per Clause xxx and xxxx of RfP.
2. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RfP document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
3. We hereby agree and undertake to procure the products and services associated with the Project, as per the Applicable Law (details of which are provided in the RfP), and as amended from time to time.
4. We are herewith submitting legally binding board resolution for investing the total equity requirement of the Project.
5. We hereby confirm that in accordance with Clause xxxxx of the RfP, we are herewith submitting legally binding undertaking supported by a board resolution from the .....(Insert name of Parent company/Associate, as the case may be) that all the equity investment obligations of ..... (Insert name of the Bidder) shall be deemed to be equity investment obligations of the ..... (Insert name of Parent company/associate, as the case may be) and in the event of any default by... (Insert name of the Bidder), the same shall be met by ..... (Insert name of Parent company/associate, as the case may be).

*[Sl. No 5 to be inserted only in case the Bidder is a Bidder and has sought qualification on the basis of financial capability of its Associate(s) and/or its Parent]*



Signature :-  
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e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts\_CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100aba2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
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6. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations stated in RfP and Contract Agreement with regard to the Project.
7. We hereby confirm that we shall continue to maintain compliance with Qualification Requirements till the execution of the Contract Agreement. Further, in case we emerge as Selected Bidder for the Project, we shall continue to maintain compliance with Qualification Requirements till COD of the Project.
8. We confirm that we have studied the provisions of relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Contract Agreement, in the event of our selection as the Selected Bidder. We further undertake and agree that all such factors as mentioned in RfP have been fully examined and considered while submitting the Bid.
9. We hereby confirm that we shall abide unreservedly with CESL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either the CESL's decision or its right to make such decision at any time in the future.
10. We undertake, that if our bid is selected, we shall initiate the activities required to be undertaken by the Selected Bidder immediately upon issuance of Letter of Award (LoA) to us by CESL.
11. If our bid is selected, we undertake to provide performance security as per the format specified in the Contract Agreement and comply with the other requirements of the RfP document.
12. We agree to abide by our bid proposal for a period 120 days from the Bid Due date as stipulated in the RfP document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
13. Until the Contract Agreement is executed between the Selected Bidder and Purchaser, our bid, together with your written acceptance thereof in the form of your LoA shall constitute a binding contract between parties.
14. We understand that you are not bound to accept the lowest or any other bid you may receive.
15. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made 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.
16. We have enclosed a Bid Bond of Rupees ..... Crores (Rs. ....) only in the form of bank guarantee no [Insert number of the Bank Guarantee] dated.....[Insert Date of the Bank Guarantee] as per your proforma (Annexure-XXX) from [Insert name of bank providing Bid Bond] and valid up to.....in terms of Clause xxxx of the RfP.
17. With reference to our bid proposal no.....dated for..... 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 of these clauses are acceptable to us and we have not taken any deviation to these clauses.
  - i. Governing Laws: Clause xxx of ITB
  - ii. Settlement of Disputes: Clause xxx of ITB
  - iii. Terms of payment: Clause xxx of SCC
  - iv. Performance Security: Clause xxx of ITB



Signature :-  
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 c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
 VICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 6247A515

- v. Taxes and Duties: Clause xx of ITB
- vi. Completion Time Guarantee: Clause xxx of ITB
- vii. Defects Liability: Clause xxx of ITB
- viii. Functional Guarantee: Clause xx of ITB
- ix. Patent Indemnity: Clause xx of ITB
- x. Limitations of Liability: Clause xx of ITB
- xi. Project information, Estimation, bid Assumptions and conditions for Evaluation: As per Tables in price.

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 implication to CESL

18. We confirm that the Bid shall remain valid for a period of one twenty (120) days from the Bid Deadline.

The details of contact person are furnished as under:

Name: .....

Designation: .....

Name of the Company: .....

Address of the Bidder: .....

Phone Nos.: .....

Fax Nos.: .....

E-mail address: .....

Bid Bond

**Acceptance**

Thanking you,  
 Yours sincerely,  
 .....

(Name and Signature of the authorized signatory in whose name Power of Attorney/ Board Resolution as per Clause xxxx is issued)

Name: .....

Designation: .....

Address: .....

Date: .....

Place: .....

**Company Rubber Stamp**



Signature :-  
 Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
 e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
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 VICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 6247A515

**ANNEXURE 2 - BID SECURITY**

**Bank 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 (CESL). (A 100% EESL Owned Subsidiary)

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Dear Sir(s),

1. In accordance with invitation for bids under your RfP no.....dated.....M/s..... having its registered/head office at.....(here in after called "Bidder") wish to participate in the said bid

2. We, the ..... (Name and address of the bank), having our head office at ..... at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RfP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to CESL an amount of Rs. .... (Rupees ..... only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

3. Any such written demand made by CESL stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

4. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of CESL is disputed by the Bidder or not, merely on the first demand from CESL stating that the amount claimed is due to CESL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and



Signature :-  
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e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
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VICES LIMITED, C=IN  
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Serial No : 6247A515

payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR..... (Rupees ..... only).

5. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date exclusive of a claim period of 30 (thirty) days or for such extended period as may be mutually agreed between CESL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

6. We, the Bank, further agree that CESL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of CESL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between CESL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

7. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

8. In order to give full effect to this Guarantee, CESL shall be entitled to treat the Bank as the principal debtor. CESL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to CESL, and the Bank shall not be released from its liability under these presents by any exercise by CESL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of CESL or any indulgence by CESL to the said Bidder or by any change in the constitution of CESL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

9. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

10. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

11. It shall not be necessary for CESL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other



Signature :-  
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e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
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security which CESL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of CESL in writing.

13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank and such Bank Guarantee may be encashed by CESL from any branch of the Bank in Delhi (in case the Bank doesn't have a branch in Delhi then the encashment may be done at the Branch nearest to Delhi).

14. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... crore (Rupees ..... crore only). The Bank shall be liable to pay the said amount or any part thereof only if CESL serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 210 days after the Bid Due Date)].

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:

Authorized vide Power of Attorney no.

Date

NOTE:

- Bid Security amount shall be as specified in the RfP.
- Complete mailing address of the Head Office of the Bank to be given. The bank guarantee validity date shall be one hundred eighty days from the Bid Due Date
- The Stamp Paper of appropriate value shall be purchased in the name of 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 both checklist and enclose the same with the Bank Guarantee.

Signature:

Name:

Designation with Bank Stamp



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
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### 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
1	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act?	
2	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)	
3	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
4	Has the executing Officer of BG indicated the name, designation and Power of Attorney No. / Signing Power no. etc., on the BG?	
5	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?	
6	Does the Bank Guarantees compare verbatim with the proforma prescribed in the bid documents?	
7	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)?	
8	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.	



Signature :-  
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 VICES LIMITED, C=IN  
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Sl. No.	Details of Checks	YES / NO
9	Are the factual details such as Bid Document No. NOA/LOA/Contact No.,	
10	Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
11	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	
12	Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents?	
13	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 :-  
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**ATTACHMENT -I to ANNEXURE 2**

**LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR BID SECURITY  
SCHEDULED COMMERCIAL BANKS**

• **SBI AND ASSOCIATES**

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

• **NATIONALISED BANKS**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
9	Allahabad Bank	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	Tamilnad 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.



Signature :- DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
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 VICES LIMITED, c=in  
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Sl. No.	Name of Banks	Sl. No.	Name of Banks
35	Karur Vysya 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
	IDFC Bank		Axis 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
58	Bank of America NA	74	State Bank of Mauritius
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		

- PUBLIC SECTOR BANK

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



Signature :-  
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 User ID : deepak.mittal  
 Serial No : 6247A515

**ANNEXURE 3 - POWER OF ATTORNEY FOR SINGLE BIDDER**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

Know all men by these presents, We .....(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms..... (name and residential address) who is presently employed with us and holding the position of.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for Request for Proposal (RfP) for Selection of Contractor for Design, Manufacture, Supply and Commissioning of 100 Electric Buses & 20 Chargers along with Comprehensive Annual Maintenance (Bid Document No. \_\_\_ dated\_\_\_), including signing and submission of all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., making representations to the CESL, and providing information / responses to the CESL, representing us in all matters before the CESL, and generally dealing with the CESL in all matters in connection with our Bid for the said Project till the completion of the bidding process in accordance with the RfP.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RfP.

For [Insert name of the Bidder on whose behalf PoA is executed]

.....

(Signature)

Name: .....

Designation: .....

Accepted

.....

(Signature of the Attorney)

Name: .....

Designation: .....

Address: .....

.....

(Name, Designation and Address of the Attorney)



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

Specimen signatures of attorney attested by the Executant.

.....

(Signature of the Executant)

.....

(Signature of Notary Public)

Place: .....

Date: .....

Notes:

1. To be executed by Bidder.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).



Signature :-  
 Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
 e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
 ="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
 c33100aba2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
 VICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 6247A515

1.



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100aba2282c942371ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

**ANNEXURE 4 - FORMAT FOR BIDDER'S COMPOSITION AND OWNERSHIP STRUCTURE**

1. Corporate Details: Please provide the following information for the Bidder. If the Bidder is a , please provide this information for each Member including the Lead Member:

a) **Company's Name, Address, and Nationality:**

Name: .....

Address: .....

Website Address: .....

Country of Origin: .....

b) **Year Organized:** .....

c) **Company's Business Activities:** .....

Note: tick the applicable serial number

d) **Company's Local Address in India (if applicable):**

.....

.....

.....

e) **Name of the Authorized Signatory:** .....

f) **Telephone Number:** .....

g) **Email Address:** .....

h) **Telefax Number:** .....

i) Please provide the following documents:

- i. Copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable), including their amendments, certified by the Company Secretary as Attachment - 1 for Bidder
- ii. Authority letter (as per format for authorization given below in Annexure 6) in favor of CESL from the Bidder authorizing CESL to seek reference from their respective bankers & others as Annexure - 6 as per Clause xxx of the RfP.

**2. Details of Ownership Structure:**

Equity holding of Bidder owning 10% or more of total paid up equity.

Name of the Bidder / .....Status of equity holding as on .....

Name of the Equity Holder	Type and No. of Shares owned	Extent of Voting Control (%)



Signature :-  
 Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
 e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
 ="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
 c33100aba2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
 VICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 6247A515

Notes:

- i. Status of equity holding should be provided not earlier than thirty (30) days prior to Bid Due Date.

For and on behalf of Bidder

M/s.....

.....

(Signature of authorized representative)

Name: .....

Designation: .....

.....

(Stamp)

Date: .....

Place: .....



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100abaz282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

**ANNEXURE 5 - FORMAT FOR AUTHORISATION**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and duly attested by notary public)

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by CESL to verify our Bid for Request for Proposal (RfP) for Selection of Contractor for Design, Manufacture, Supply and Commissioning of 100 Electric Buses & 20 Chargers along with Comprehensive Annual Maintenance or regarding our project development experience, financial standing and general reputation.

For and on behalf of M/s..... (Insert Name of Bidder )

.....

(Signature)

Name of Authorized Signatory: .....

(Signature and Name of the authorized signatory of the Company)

Place: .....

Date: .....

.....

(Company rubber stamp/seal)

.....

(Signature of Notary Public)

Place: .....

Date: .....



Signature :  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100aba2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515





Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100aba2282c942371ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

## ANNEXURE 6 - FORMATS FOR BOARD RESOLUTION

### Format 1

#### Format of the Board resolution for the Bidder Associate / Parent Company, where applicable

[**Note:** The following resolution needs to be passed by the Boards of each of the entity/(ies) making equity investment]

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/2013, passed the following Resolution:

**RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 / Companies Act 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of .....% (.....per cent) of the total investment required for Design, Manufacture, Supply and Commissioning of xxxxxx Electric Buses and Chargers along with CAMC. (the “Project”).

[**Note:** Equity investment obligations by the Bidderinvesting Associate or Parent or Ultimate Parent should add up to 100%.]

FURTHER RESOLVED THAT MR/MS .....be and is hereby authorized to take all the steps required to be taken by the Company for submission of the Bid, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to CESL as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed.

[Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole Time Director/ Manager (supported by a specific board resolution) of the Bidder



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100aba2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

## Format 2

### **Format for the Board resolution of Parent company/Associate (in case experience of such entity has been utilized by the Bidder for fulfilling the qualification criteria)**

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 / 2013, passed the following Resolution:

**RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the CESL, in the format specified in the RFP issued by the CESL, draft of which is attached hereto and initialed by the Chairman whereby the company undertakes to invest .....percent (.... %) of the total equity share capital of Design, Manufacture, Supply and Commissioning of xxxxxx Electric Buses and xxxxxx Electric Chargers along with CAMC. (the “**Project**”) representing the entire amount proposed to be invested by [insert the name of the Bidder or Member] for the said Project, in case of failure of [Insert the name of the Bidder or Member] to make such investment".

**FURTHER RESOLVED THAT**\_\_\_\_,be and is hereby authorized to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the CESL through .....[Insert name of Bidder ] of all the related documents, certified copy of this Board resolution or letter, undertakings etc, required to be submitted to CESL as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

**Company rubber stamp to be affixed**

#### **Note:**

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole-time Director/Manager (supported by a specific board resolution) of Bidder .



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts\_CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

**ANNEXURE 7 - FORMAT FOR LETTER OF UNDERTAKING**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

[To be executed by the Parent Company/Associate Supported by Board Resolution\* and submitted by the Bidder along with the Bid, in case Bidder is relying on the strength of its Parent Company/Associate for meeting the stipulated Technical Qualification]

Ref.: NIT/Bid Document No.:

Our Reference No .....

Date: .....

Bidder's Name and Address:

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

Dear Sir/Madam,

1. We, M/s (Name of the Parent Company/Associate) declare that we are the parent company/associate of M/s (Name of the Bidder) and have controlling interest therein. M/s..... (Name of the Bidder) proposes to submit the bid for the Selection of Bidder for Design, Manufacture, Supply and Commissioning of xxxx Electric Buses and xxxx Electric Chargers along with CAMC under RfP reference no..... dated. and have sought strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause 7 of the RfP and its subsequent amendment.
2. We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said Project to M/s ..... (Name of the Bidder), for the execution of the Project, in case they are notified as the Selected Bidder under the provisions of the RfP. 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 Agreement including the Performance Security as well as other obligations of M/s (Name of the Bidder).
3. This undertaking is irrevocable and unconditional and shall remain in force till the successful execution and performance of the entire Agreement and/or till it is discharged by CESL.
4. We are herewith enclosing a copy of the Board Resolution\* in support of this undertaking.

Witness:

Yours faithfully,

(1) .....

(Signature of Authorized Signatory) on behalf of the Parent Company/Associate

Name & Designation .....

(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 either the Chairman of the Board or any other authorized person(s) who is authorized by the Board to act on behalf of the Company for the Parent Company/ Associate.



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d;  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100abaz282c9423f1ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

**ANNEXURE 8 – FORMAT FOR AFFIDAVIT**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

We [including any of our Parent company, Associate], hereby declare that as on Bid Due Date:

- a. the Bidder & any of its Associate including any Member, their directors or key personnel have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, or by any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies.
- b. the Bidder & any of its Associate & any of its Associate or their directors have not been convicted of any offence in India or abroad.
- c. We further declare that following investigations are pending / no investigation is pending [strike off whichever is not applicable] against us [including any of Associate or Parent] or CEO or any of our directors/ manager/key managerial personnel of the Applicant or their Associate.
- d. We further undertake to inform the CESL of any such matter as mentioned above on its occurrence after the date of this affidavit till the Effective Date.
- e. We undertake that, in case, any information provided in relation to this affidavit is found incorrect at any time hereafter, our Bid / LoA / Contract Agreement (if executed) would stand rejected / recalled / terminated, as the case may be.

.....  
Signature and Name of the authorized signatory of the Bidder

..... (Signature of Notary Public)

Place: .....

Date: .....

Note: In case any investigation is pending against the Applicant, or Associate, or CEO or any of the directors/ manager/key managerial personnel of the Applicant / or their Associate, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed under this affidavit.

**ANNEXURE 9 - FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (NETWORTH)**

To,  
CGM (SCM)



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100abaz2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

Convergence Energy Services Limited.

(A 100% EESL Owned Subsidiary)

Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

Dear Sir/Madam,

Sub: Bid for Request for Proposal (RfP) for Selection of Contractor for Design, Manufacture, Supply and Commissioning of 100 Electric Buses & 20 Chargers along with Comprehensive Annual Maintenance .

1. [Note: Applicable in case of Bidder]

We certify that the (Name of Bidder/Parent Company/Associate had a Net worth of Rs \_\_\_\_Crore computed as per provisions of the RfP based on unconsolidated audited annual accounts as provided in Clause 7.1 of the RfP, as on the last day of the preceding Financial year. Also, the Net worth has not eroded by more than 30% (thirty percent) in the last three financial years.

Name of Bidder/Parent company/Associate	Relationship with Bidder*	Financial Year	Net worth (Rs. Crore)**
<b>Total Net worth</b>			

\* The column for “Relationship with Bidder” is to be filled in only in case financial capability of Parent/Associate has been used for meeting Qualification Requirements.

\*\*The net worth of last 3 years to be provided in the table



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
=\*Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100aba2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

Yours faithfully

.....

(Signature and name of the authorized signatory of the Bidder and Stamp)

Name : .....

Date : .....

Place : .....

.....

(Signature and Stamp of statutory Auditors of Bidder)

Name : .....

Date : .....

Place : .....

Notes:

1. Along with the above format, in a separate sheet, please provide details of computation of Net worth of last three (3) financial years duly certified by Statutory Auditor.
2. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.
3. In case Bidder takes recourse to its Parent/Associate for meeting financial requirements, then the financial years considered for such purpose should be same for the Bidder and their respective Parent / Associate.



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100abaz282c942371ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515



**ANNEXURE 10 - FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (MINIMUM AVERAGE ANNUAL TURNOVER)**

*(to be provided cumulatively in case bid is being submitted for more than one lot)*

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

Dear Sir/Madam,

Sub: Bid for Request for Proposal (RfP) for Selection of Contractor for Design, Manufacture, Supply and Commissioning of 100 Electric Buses & 20 Chargers along with Comprehensive Annual Maintenance .

1. [Note: Applicable in case of Bidder]

We certify that the (Name of Bidder/Parent Company/Associate had a Minimum Average Annual Turnover (MAAT) INR \_\_\_ Crore computed as per provisions of the RfP based on unconsolidated audited annual accounts, calculated as an average turnover of the last 3 years, as mentioned in Clause 7.1 of the RfP.

Name of Bidder/Parent company/Associate	Relationship with Bidder	Financial Year	MAAT (Rs. Crore)
<b>MAAT (Average of 3 years)</b>			

\*\* The column for "Relationship with Bidder" is to be filled in only in case financial capability of Parent/Associate has been used for meeting Qualification Requirements.



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100abaz282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, c=IN  
User ID : deepak.mittal  
Serial No : 6247A515

Yours faithfully

.....

(Signature and name of the authorized signatory of the Bidder and Stamp)

Name : .....

Date : .....

Place : .....

.....

(Signature and Stamp of statutory Auditors of Bidder )

Name : .....

Date : .....

Place : .....

**Notes:**

1. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.
2. In case Bidder takes recourse to its Parent/Associate for meeting financial requirements, then the financial years considered for such purpose should be same for the Bidder and their respective Parent / Associate.



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100abaz2282c942371ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

## ANNEXURE 11 - FORMAT FOR TECHNICAL QUALIFICATION REQUIREMENT

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

Dear Sir/Madam,

**Sub:** Bid for Request for Proposal (RfP) for Selection of Contractor for Design, Manufacture, Supply and Commissioning of 100 Electric Buses & 20 Chargers along with Comprehensive Annual Maintenance .

We certify that M/s. .... (Insert name of Bidder) meets the technical qualification criteria stipulated in clause 7.1 (D) of the RfP, which is as follows:

1. Manufactured and supplied Electric Buses in the past period commencing from 01<sup>st</sup> April of the previous financial year till Bid Due Date
2. Manufactured and supplied at least 80 'Electric Buses' in at least one of the last five financial years' or in the current financial year.
3. Annual capacity to manufacture and supply at least 500 Buses prior to the Bid Due Date.

### Notes:

1. License of manufacturing buses: Proof of manufacturing and sale like Work order, supply agreements, contract etc. (clearly mentioning the no. of unit sold, customer name and date of supply), proof of manufacturing capacity available and proof of delivery to be provided as supporting documents.

## ANNEXURE 12 - RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING

[To be filled by Bidder if credentials of Parent and / or Associates have been used by them]

To,  
CGM (SCM)  
Convergence Energy Services Limited.  
(A 100% EESL Owned Subsidiary)

Checked by: .....  
EESL - E=8d875733413307cdcc1b5181cf4f0d;  
S=41681d8018b35d861c56105a897; SI=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100abaz282c942371ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

Dear Sir/Madam,

Sub: Bid for Request for Proposal (RfP) for Selection of Contractor for Design, Manufacture, Supply and Commissioning of 100 Electric Buses & 20 Chargers along with Comprehensive Annual Maintenance .

We certify that M/s. .... (insert name of the Bidder) have considered the financial capability of its Parent and / or Associate, for the purpose of meeting Qualification Requirements as per the instructions provided in the RfP. The name of Parent and / or Associate, nature of relationship(s) with such Parent and / or Associate and details of equity holding are as follows:

Name of Company whose credentials considered	Relationship with Bidder (Parent / Associate)	Details of equity shareholding (refer notes below)
Company 1		
.....		
.....		
.....		
.....		

NOTES:

- i. In case of Parent, the equity holding of the Parent in the Bidder, need to be specified.
- ii. In case of Associate under direct control of Bidder, the equity holding of the Bidder in the Associate, needs to be specified.
- iii. In case of Associate under common control of Parent, the equity holding of the Parent in the Associate of the Bidder needs to be specified.

Yours faithfully

.....

(Signature and name of the authorized signatory of the Company and stamp)

Name: .....

Date: .....

Place: .....



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d:  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100abaz2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

.....

(Signature and Stamp of statutory Auditors of Bidder )

Name: .....

Date: .....

Place: .....

Date: .....



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d:  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100aba2282c942371ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

**ANNEXURE 13 - FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY**

(On the letter head)

To,

CGM (SCM)

Convergence Energy Services Limited. (A 100% EESL Owned Subsidiary) Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

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

Dear Sir/Madam,

We have read the contents of the Fraud Prevention Policy of CESL and undertake that we along with our associate/ suppliers/sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of CESL as well as the relevant provisions of RfP.

Thanking You,

Yours faithfully,

Signature .....

Designation.....

Printed Name .....

Common Seal .....

Date:

Place:

FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE <https://eeslindia.org/en/eesl-policies/>



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100aba2282c942371ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

**ANNEXURE 14 - NO BLACKLISTING CERTIFICATE**

**{On Bidders' Letterhead }**

**Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted**

M/s ..... (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s (not barred by Government of India (GoI)/ any state government/ any other entity of Central or State Govts or blacklisted by any State Government or Central Government / Department / Local Government Agency in India or similar agencies from foreign countries from participating in Project/s .

We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ..... Day of ..... (Year).

Signature of bidder with stamp & Address

**ANNEXURE 15 - SELF-DECLARATION FOR TESTING CERTIFICATE**

*(to be submitted by OEM)*

*(To be submitted on OEM's letter head)*

Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d4e4168f1b8018b35d861c56105ae87, ST=D  
="Contracts.CID - 6862311", OID.2.5.4.20=f9411c4dd1dd18d10zdn75  
c33100abaz282c9423f1ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515



To,

CGM (SCM)

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

Sub: For providing testing certificate at the time of delivery

Ref: NIT/BID Document No.:

Dear Sir/Madam,

We hereby confirm and declare that we, M/s <<Name >, <<Address>.> (name of OEM.) will provide the bus type approval certificate (CMVR certificate), homologation certificate for Standard(12m) Electric Bus (100% battery operated) from the designated testing center in India. i.e., ARAI/ICAT/CIRT/ VRDE at the time of delivery of vehicle.

Thanking You.

Yours faithfully,

Signature Printed Name-

Designation-

Common Seal.....



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100aba2282c942371ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, c=IN  
User ID : deepak.mittal  
Serial No : 6247A515



**ANNEXURE 16 - CERTIFICATE REGARDING DECLARATION OF INDIGENIZATION  
REQUIREMENT**

*(to be submitted by OEM )*

(To be submitted on OEM's letter head)

To,

CGM(SCM)

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

Sub: DECLARATION OF INDIGENIZATION REQUIREMENT

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

Dear Sir/Madam,

This is to certify that products and services offered for the Project (RfP Ref. \_\_\_\_\_ ) by M/s. (name of OEM), are in compliance with the following requirement and the bidder shall strictly abide by all provisions of the subject notification and details mentioned below.

1. Part 1 (comprises of 18 critical components) are mandated to be indigenized under P-45021/2/2017-PP (BE- II) dated 04th June 2020, Phased Manufacturing Program Guidelines by Ministry of heavy Industry.
2. Part 2 (03 components) are allowed for Import – Battery Cell, Thermal System, BMS, as directed by Ministry of Heavy Industry.
3. Part 3 (rest of the components) (27 Nos.), mandated to be indigenized for this tender as directed by Ministry of Heavy Industry.

**Part 1**

Sr. No.	Component Details	Type of Sourcing (Indigenous/Imported)	Details of supplier (Name, Address, CIN certificate)		
			Tier 1	Tier 2	Tier 3
1	Vehicle Control Unit				
2	Traction Motor				
3	Traction Motor controller/ Inverter				
4	HVAC				
5	Electric Compressor				



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts\_CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100aba2282c942371ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515



	ABS				
20	Electric Vacuum Pump for brake booster				
21	Steering system including electric/hydraulic assist system, electric pump				
22	Switches/ selection knobs				
23	chassis				
24	Reverse parking alert system (RPAS)				
25	Protection device as per AIS 075				
26	Vehicle Alarm system as per AIS 076				
27	Vehicle location tracking system				
28	Body control module				
29	Axles				
30	Suspension/ shocker absorber				
31	Horn				
32	Tires				
33	Windshield				
34	Wipers				
35	Seats (Passenger & Driver)				
36	Ignition Key/ Button				
37	Parking brake				
38	windows				
39	door locks and hinges				
40	Main mirror & rear-view mirror				
41	safety belt				
42	air bags				
43	bumper				
44	Infotainment system, if any				

Signature  
 Subject: CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
 e4167b1b90186358061e561053e87\_57\_Delhi, OID.2.5.4.15=110902\_OU  
 =\*Contracts.CID=6862311\*, OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
 c33100abaz282c942371c0aa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
 VICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 6247A515



45	Wheel rim				
----	-----------	--	--	--	--

Imported source includes direct as well as indirect imports.

Indigenous source implies domestically manufactured/assembled and tested.

Thanking You,

Yours faithfully,

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

.....

Printed Name..... Seal.....

UDIN No ..... Date.....

Place.....



Signature :-  
 Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
 e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
 ="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
 c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
 VICES LIMITED, c=IN  
 User ID : deepak.mittal  
 Serial No : 6247A515

**ANNEXURE 17 - CERTIFICATE REGARDING COMPLIANCE OF MeitY NOTIFICATION**

*(to be submitted by OEM )*

(To be submitted on OEM's letter head)

To,

CGM(SCM)

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

Sub: Compliance of MeitY notification vide File No. 1(10)/2017–CLES dt. 02.07.18

NIT/Bid Document No :

Dear Sir/Madam,

This is to certify that the products/items being offered/ under the Project (RfP Ref. \_\_\_\_\_) by M/s (Name of the OEM) 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 \_\_\_\_\_ (name of OEM) shall strictly abide by all provisions of the subject notification.

Thanking You,

Yours faithfully,

Date: ..... Place: .....

Signature (Statutory Auditor)

.....

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=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100abaz2282c942371ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

**ANNEXURE 18 - CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT**

[On the Letter Head of Bidder]

To,

CGM (SCM)

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

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

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

Dear Sir/Madam,

This is to certify that following is the local content percentage ..... being offered under the Project (RfP No. \_\_\_\_\_) by M/s (Name of OEM) are 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 – As applicable)

.....

Printed Name..... Seal.....

UDIN No ..... Date.....

Place.....



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100aba2282c942371ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, c=IN  
User ID : deepak.mittal  
Serial No : 6247A515

**ANNEXURE 19- COMPLIANCE FOR LAND BORDER RESTRICTIONS**

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

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

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

Dear Sir/Madam,

With reference to our bid proposal for participation in RfP Ref:\_\_\_\_\_ dated:....., I/we hereby confirm that, I/We have read the clause xxx as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India, on sub-contracting to contractors and on transfer of technology from such countries.

I/We certify that we/our OEM/suppliers /suppliers/sub-contractors are/is not from such a country and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

AND

“I/We certify that we/our OEM/suppliers /suppliers/sub-contractors are/is not from such a country having Transfer of Technology (ToT) arrangement requiring registration with the Competent Authority.

OR

I/We certify that we/our OEM/suppliers /suppliers/sub-contractors are/is from such a country and we further confirm that they hold a valid registration for Transfer of Technology (ToT) by the Competent Authority which is enclosed as Attachment \_\_\_\_\_

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

\*

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

\*\*Bidder to mention the Annexure no.

Date:

Seal of Organization & Signature

Place:

of Authorized Applicant

**ANNEXURE 20 - REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC FUND**

**TRANASFER (NEFT)**

Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b3181cf4f0dc  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts\_CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100aba2282c942371c4aa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515



From: M/s

Subject: RTGS/NEFT Payments

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

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

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

Encl: As above: -

Confirmed by Banker  
with Seal

Signature of supplier  
with Stamp & Address



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100abaz282c9423f1ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515





Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d:  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100aba2282c942371ccaa4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

ANNEXURE 21 – DEVIATION STATEMENT

***(Please Note that this is NIL deviation Bid. Any deviation in the bid is not acceptable and may lead to rejection of the bid submitted by the bidder. Bidder to fill NIL in this form).***

Name of work: .....

Bidding document no. ....

(Provision of Clause no. 2.7 of Section 2 may also be referred)

**For the Bidder**

Name and Address:

To,

CGM (CONTRACTS)

Convergence Energy Services Limited.(A 100% EESL Owned Subsidiary)

Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

Dear Sir,

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

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

Date:

Place:

(Signature).....



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75  
c33100aba2282c942371ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515

(Printed

Name).....

(Designation).....

(Common Seal) .....

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



Signature :-  
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d:  
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU  
="Contracts.CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75  
c33100aba2282c942371ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER  
VICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 6247A515