

Amendment No. 4

Ref. No.: CESL/06/2024-25/MEA/24250605/ Amdt-4

Date: 23.08.2024

To,

M/s.....

.....

Subject: Amendment No. 4 in the tender 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.”

Reference:

- (i) Our tender no.: CESL/06/2024-25/MEA/24250605 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” dated: 26.06.2024.
- (ii) Pre-bid meeting dated: 03.07.2024.
- (iii) Amendment No. 1 dated: 18.07.2024.
- (iv) Amendment No. 2 dated: 30.07.2024.
- (v) Amendment No. 3 dated: 14.08.2024.

Sir/Madam,

The following amendment(s) to above mentioned RfP are hereby authorized:

1. Critical Dates of Tender Document:

The bid dates has already been extended till 05.09.2024.

2. Please note that Section 4 and Section 6 attached herewith is the final Section 4 and Section 6.

Rest all terms and conditions remains unchanged.

Thanking you,

For and on behalf of CESL

(a wholly owned subsidiary of EESL)



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dte4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75c33100aba2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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



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
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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.

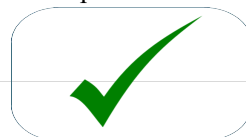
The statements and explanations contained in this RfP are intended to provide an understanding to the Bidders about the subject matter of this RfP and shall not be construed or interpreted as limiting in any way or manner whatsoever the scope of services, work and obligations of the Selected Bidder to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



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.



Volume 1 – Instructions to Bidders



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c56105ae87, 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
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

TABLE OF CONTENT

1. Definitions	6
2. Background	8
3. Scope Of Work	8
4. Brief Description Of The Bidding Process	9
5. Earnest Money Deposit (Emd) / Bid Security	11
6. Bidding Condition For Single Bidder And Formation Of Project Implementing Entity (Spv)	13
7. Eligibility Criteria And Qualification Criteria	13
8. Submission Of The Bid	17
9. Conflict Of Interest	17
10. Evaluation And Allocation Process	18
11. Preparation And Submission Of Technical Bid And Price Bid	19
12. Documents Comprising Technical And Financial Bid	20
13. Other Requirements	22
14. Rejection Of Bid	22
15. Signing Of Contract Agreement	24
16. Contacts During Bid Evaluation	24
17. Confidentiality And Proprietary Data	24
18. Fraudulent And Corrupt Practices	24
19. Inspection And Procurement Schedule	25
20. Governing Law And Jurisdiction	26
21. Indemnity	26
22. Payment Terms	27
23. Indigenization And Component Wise Manufacturing And Origin Information	28
Annexure A: Price Bid Format	30
Annexure B: List Of Applicable Laws	32



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



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/



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 along with Comprehensive Annual Maintenance to the Govt. of Mauritius” 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 and chargers as per Volume 2 (“Technical specifications”) on direct procurement from OEM along with 1 year of CAMC after 1 year of warranty period. 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.



Signature :-
Subject : CN=DDEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d
e4168f1b8018b35d861c56105ae87, 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
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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.



- 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 180 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. Chargers price,
- iii) Freight charges, and



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 as per Attachments given under Annexure 2 of Section 6.

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 The Bank Guarantee for EMD shall be considered effective only when BG issuance message is transmitted by the issuing bank through SFMS to CESL's Bank as per below given details:

ICICI Bank include unique identifier CESL578807920 in the field 7037 of the SFMS cover message with IFSC Code ICIC0000007

<u>BG Advancing Message - IFN 760COV / IFN 767 COV via SFMS</u>	
<u>Field Number</u>	<u>Particulars (to be mentioned in Row 1)</u>
<u>7037</u>	<u>CESL578807920</u>

~~5.6~~

~~5.7~~5.8 EMD of all techno-commercially/ financially unsuccessful bidders will be returned to them within 30 days of issuance of Letter of Award (LoA) to the successful bidder by CESL.

~~5.8~~5.9 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.



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.

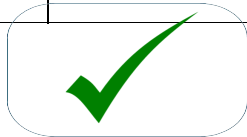
7. ELIGIBILITY CRITERIA AND QUALIFICATION CRITERIA

7.1 The eligibility criteria under this RfP is specified below:

Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
D) General Eligibility		
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 Standard Floor Electric Bus from a certified testing agency in India



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	Bidder must be either:	
	A company incorporated in India under or prior to the Companies Act, 1956/ 2013 OR	Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted
	Partnership firm registered under the Indian Partnership Act OR	Copy of registered Partnership Deed should be submitted
	An LLP incorporated under Limited Liability Partnership Act, 2008 OR	Copy of Certificate of Incorporation, and Registration Certificate of the bidder should be submitted
	A registered proprietary firm in India	Copy of sales tax/GST registration, EPF registration, Shops and Establishment Dept. registration certificate, as may be applicable, should be submitted



Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
<p>Only the Bids of the Bidder meeting above Eligibility Criteria shall be considered for assessment of next stage of assessment of Qualification Criteria.</p>		
<p>II) Technical Qualification Criteria: 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 01st 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 8040 '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>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.</p> <p>Annual capacity for Bus manufacturing and supply: Certificate from a Chartered Engineer confirming the adequate production capacity of E-buses and self-certification by the OEM on its letterhead.</p>
<p>III) Financial Qualification Criteria: 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<u>101.10</u> crores. The MAAT shall be calculated as an average turnover of the last 3 years.</p> <p><i>[The annual turnover of any bidder will include realisation out of sales of Goods and Services but excludes any tax levied (Direct or Indirect) by any enactment of the government of India as per the audited financial statement of the Bidder(s).]</i></p>	<p>For MAAT: Annual Report (audited balance sheet and profit & loss account of the relevant period i.e. the financials of last 3 years of the Bidder/ 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>Please note:</p> <p>a. In case a Bidder and/(or) it's Parent(s)/ Associate(s) has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the statutory auditor of the Bidder certifying to this effect.</p>	<p>For Net worth: Annual Report (audited balance sheet and profit & loss account of the relevant period i.e. the financials of last 3 years of the Lead Member along with proof of callable capital, if any.</p> <p>Annual Report (audited balance sheet and profit & loss account) of the relevant period i.e. the financials of last 3 years.</p> <p>Certificate from Statutory Auditor ensuring compliance with the Net worth requirement.</p> <p>In case the due date for filing annual accounts as per the provisions of Companies Act 2013 is not due for the Bidder(s) then the Bidder(s) may use the MAAT and Net worth of the previous year to meet the Financial Qualification Criteria.</p>

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.

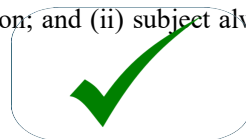


8. SUBMISSION OF THE BID

- 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.



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".



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.



- 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



Signature :-
 Subject : CN=DDEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d
 e41b81b8018b35d861c5b105ae87, S1=Delhi, O=D.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
 PB : deepak.mittal(Deepak Mittal)
 Date : 23-08-2024

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.



Signature :-
 Subject : CN=DDEPAK 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
 PB : deepak.mittal(Deepak Mittal)
 Date : 23-08-2024

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~~conforming 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.



- 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.



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

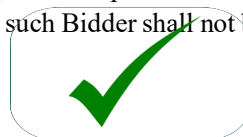
Information relating to the examination, clarification, evaluation, and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising CESL in relation to, or matters arising out of, or concerning 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



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 at the plant of the Selected Bidder 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.



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 4 weeks 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 1	Approval of Prices and Issuance of LoA by CESL (T5T0)	T4 + 7 Days0
7 2	Submission of performance security and signing of Contract Agreement (T6T1)	T5T0 + 2 Weeks
8 3	Prototype testing and approval of the same (T7T2)	T5 + 4T1 + 14 weeks
9 4	Fit-out works completion and delivery of min 30% Buses and Charger qty awarded in the LOA	T6 + 6T2 + 10 Weeks
10 5	Delivery of minimum 60% Buses and Charger qty awarded in the LOA	T6 + 10T2 + 16 Weeks
11 6	Delivery of 100% Buses and Charger qty awarded in the LOA	T6 + 14T2 + 22 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.
- 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 1-year from COD.

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 1-year from COD..

C. Freight Charges

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

D. CAMC

- 25% at the end of ~~each quarter~~ 4 Months of the CAMC period subject to successful operation of the Buses.
- 25% at the end of 8 Months of the CAMC period subject to successful operation of the Buses.
- 50% after completion 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.



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 126 of the CMVR



*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



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c56105ae87, 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
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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.



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.....



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
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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



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



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c56105ae87, 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
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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>Introduction</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"> i. The word “bus” shall mean the New electric bus to be used for the project. ii. The word “bus” shall also mean a bus powered exclusively by an Electric Motor whose traction energy is supplied exclusively by traction battery (Other than hybrid) installed in the vehicle suitable for operations in city conditions. iii. The Contractor shall comply with all applicable Central, State and local laws (including Acts, Rules & Regulations). iv. The word “Bus” wherever it has been used in specifications means the “Battery Operated Bus”. 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. 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. <p>Bus Model shall be in compliance with latest CMVR & 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>Statutory requirements</p>	<p>The eBus shall be designed and manufactured in accordance as per the latest CMVR requirements & AIS:052: Code of Practice for Bus Body Design & 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>



S No.	Description	Technical Specification
1.	Electric propulsion system & its requirements.	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.
2.	Type of Battery	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 th 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 / Lightning 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
2.1	Battery Cooling System	Liquid Cooling system. Battery Temperature to be maintained between 5 – 45 degrees C.
2.2	Battery Life	Warranty of 6 years or 300,000 Kms, whichever is earlier. SoH of minimum 80% to be maintained during the warranty period.



S No.	Description	Technical Specification
2.3	Electric Drive Motors	Warranty of 6 years or 300,000 Kms, whichever is earlier. Direct drive motor, Permanent-magnet synchronous motor with minimum maintenance. 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.
2.4	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. ²) 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
2.6	Pass by noise norms	As per CMVR



S No.	Description	Technical Specification
3.	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse drive only when vehicle is stationary
4.	Bus Axles	
4.1	Front Axle	As per manufacturers design / CMVR
4.2	Rear Axle	As per manufacturers design / CMVR
5.	Suspension (Front & Rear)	Air suspension at Front & Rear
5.1	Anti-roll bars/stabilizers	Required at front and rear.
5.2	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear
5.3	Controls (optional)	Electronically controlled air suspension system
6.	Steering	Right Hand Drive, Electro-hydraulic power assisted/ Hydraulic Power Steering
7.	Transmission	Transmission, as per manufacturers design
8.	Brakes	As per manufacturers design
8.1	Braking system	Dual circuit full air brake, Electronic Braking System (EBS) or Anti-lock Braking System (ABS) as per CMVR 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.
8.2	Auxiliary Brake	Regenerating braking to charge battery
9.	Electrical system for auxiliary devices	24V DC



S No.	Description	Technical Specification
9.1	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).
9.2	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.
10. Speed limiting device		Electronic type duly approved /certified as per AIS:018/2001 or latest, tamper proof and be adjusted to applicable speed limit.
11. Tyres		Steel Radial Tube-less. Size and performance as per CMVR/ IS
12. Charging range		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.
13. Bus characteristics		
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/ CMVR
G	Front Overhang	As per CMVR
H	Rear Overhang	As per CMVR
I	Gross Vehicle Weight (GVW)	Maximum 19,500 Kg



S No.	Description	Technical Specification
13.1	Maximum turning circle radius (mm)	As per CMVR
13.2	Clearances (mm)	
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.
13.3	Angles (degrees)	
A	Angle of approach (unladen)	As per UBS II/ CMVR
B	Angle of departure (unladen)	As per UBS II/ CMVR
C	Ramp over angle (half of break-over angle)	As per UBS II/ CMVR
14. Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheelchair at the gates		Entry and exit Doors: 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 Doors: 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.



S No.	Description	Technical Specification
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
14.1	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	As per AIS:052
E	Number of gates	2 Nos. ■
14.2	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
14.3	Step height (mm) from ground - unladen position in buses	As per AIS:052
15. Special Provisions		



S No.	Description	Technical Specification
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 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.
16. Bus design		
16.1	Design type approval	As per CMVR, AIS:052 + AIS:153
16.2	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.
16.3	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.
16.4	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



S No.	Description	Technical Specification
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.
16.5	Safety glasses and fittings	
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
16.6	Driver Seat	As per AIS:023 and AIS:052
16.7	Passenger Seat and Layout	As per AIS-023 and AIS-052; 2X2 layout
A	Performance & strength requirements passenger Seat	As per AIS:023



S No.	Description	Technical Specification
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
G	Seat Arm	Seat arm required for aisle seats and seats opposite to service door and above wheel arches.
17. Rear view mirrors		As per CMVR
A	Mirrors right/left side exterior/interior	As per AIS:001 & 002 and CMVR.
18. Escape Hatch/Ventilator on Floor /Roof		As per AIS:052 & AIS:153
19. Corrosion prevention & painting		As per AIS:052
20. Wind screen wiping system		As per CMVR, IS:15802:2018 or latest revision
A	Wiper motor	
B	Wiper arm/Wiper blade Washing system	



S No.	Description	Technical Specification
21. Electrical system		As per CMVR, AIS:052 & AIS:153.
21.1	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.
21.2	Conductor cross section	
21.3	Safety requirements of electrical	
A	Fuse	As per AIS:052. Battery cut off (Total Three) <ul style="list-style-type: none"> - One manual near driver seat - One electronic on driver Dashboard area - One manual at the rear compartment.
B	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	
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):	
21.4	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
21.5	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



S No.	Description	Technical Specification																								
C	Passenger area lighting - luminous flux of all lamps for Passenger area lighting	As per AIS:052																								
22. ITS enabled bus		<p>i. The Contractor shall procure buses as defined by the Purchaser 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"> <thead> <tr> <th>Sr. No</th> <th>Type of Equipment</th> <th>Quantity</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Passenger Display Boards as per IS:16490 specifications</td> <td>4</td> <td>Internal, Front, Left Side, and Rear</td> </tr> <tr> <td>2</td> <td>Speaker</td> <td>4</td> <td></td> </tr> <tr> <td>3</td> <td>Amplifier</td> <td>1</td> <td></td> </tr> <tr> <td>4</td> <td>DDU</td> <td>1</td> <td>As per IS:16833 annexure C Amendment 2 or latest.</td> </tr> <tr> <td>5</td> <td>CCTV Camera with MNVR</td> <td>4 1</td> <td>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</td> </tr> </tbody> </table>	Sr. No	Type of Equipment	Quantity	Remarks	1	Passenger Display Boards as per IS:16490 specifications	4	Internal, Front, Left Side, and Rear	2	Speaker	4		3	Amplifier	1		4	DDU	1	As per IS:16833 annexure C Amendment 2 or latest.	5	CCTV Camera with 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
Sr. No	Type of Equipment	Quantity	Remarks																							
1	Passenger Display Boards as per IS:16490 specifications	4	Internal, Front, Left Side, and Rear																							
2	Speaker	4																								
3	Amplifier	1																								
4	DDU	1	As per IS:16833 annexure C Amendment 2 or latest.																							
5	CCTV Camera with 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																							



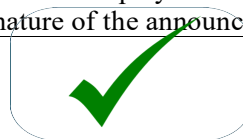
S No.	Description	Technical Specification
		<ul style="list-style-type: none"> ii. The ITS equipment installed in the buses should provide accuracy up to 5 meters. The Authority has the right to ask the Contractor to change the ITS system including but not limited to if the accuracy is not within the 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. iii. 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. iv. 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 & 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. v. The Contractor needs to ensure that all the ITS equipment is compatible to the Mauritius network / systems.
23. Safety related items:		
23.1	First Aid Box	As per CMVR
23.2	Fire extinguisher:	As per AIS:052 & AIS:153



S No.	Description	Technical Specification
23.3	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
23.4	Handholds:	Colour contrasting and slip resistant/ powder coated. 2 to 4 numbers handholds per bay. Rest as per AIS:052 & AIS:46
23.5	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
23.6	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.
23.7	Entrance/Exit Guard/Step well guard:	As per AIS:052
23.8	Emergency exit doors, warning devices etc:	As per AIS:052, AIS:153, CMVR
23.9	Front/rear door, step well lights, door open sign, Buzzers	As per AIS:052
23.10	Towing device front/rear	As per UBS II/ CMVR
23.11	Warning triangle	As per CMVR
23.12	Fog lighting	As per AIS:052/CMVR
23.13	Bumpers - front and rear	FRP or steel or combination of both meeting requirement of an energy absorbing system. As per AIS:052.
23.14	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.
23.15	Reverse Parking Alert System (RPAS)	As per CMVR
24. Windows		



S No.	Description	Technical Specification
A	Type of window	Sliding Type glass windows.
B	Design and Dimensions of windows	As per AIS:052
25. Life cycle requirements of bus		As per UBS II (Type-1 Buses)
26. Additional requirements		
26.1	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.
26.2	Interior noise and pass by noise	As per IS:12832:2010 or latest and IS:3028:2018, AIS:20, AIS:153 or latest respectively.
26.3	Destination boards	Four Destination Board: Internal, Front, Side and Rear. (UV resistant) 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. (As per AIS:153 and AIS:052) 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. The pitch of the LEDs shall be optimized to cover the maximum possible area along the length for displaying the maximum number of letters. The display shall be clearly visible in all weathers at a distance of up to 30 meters. For Inside Display: The micro- processor-based Signature of the announcement shall be made for



S No.	Description	Technical Specification
		<p>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>
27. Paint/ color scheme		<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>
28. Jack		As per CMVR / bus manufacturer design
29. Fire Detection & Alarm System (FDAS)		As per AIS:135
30. Tool Kit		As per CMVR
31. Fire retardancy		All bus body building material used inside the bus, should be fire retardant as per IS:15061:2002

Electric Chargers

- a) The Bidder shall deploy 20 nos. of 240 kW Fast Chargers with dual CCS2 connectors/guns for e-Bus EV Charging.
- b) Bidder shall supply, install, test and commission the chargers.



- c) Electrical load and requisite power supply shall be arranged by Govt of Mauritius at 415V.
- d) The installation of chargers with necessary cables/ protection/ safety from the 415V source and development of civil infrastructure for commissioning of chargers is the responsibility of the Contractor.

S No

1	No. of electric Chargers	20 Nos
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. 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.



Volume 3- Contract Agreement

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

along with Comprehensive Annual Maintenance



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c56105ae87, 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
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

Table of Contents

<u>ARTICLE-1 : DEFINITIONS AND INTERPRETATION</u>	<u>58</u>
<u>ARTICLE-2 : SCOPE OF THE AGREEMENT</u>	<u>61</u>
<u>ARTICLE-3 : OBLIGATIONS OF THE PARTIES TO THE CONTRACT</u>	<u>61</u>
<u>ARTICLE-4 : PERFORMANCE SECURITY</u>	<u>62</u>
<u>ARTICLE-5 : SUPPLY OF BUSES AND CHARGERS</u>	<u>63</u>
<u>ARTICLE-6 : LIQUIDATED DAMAGES</u>	<u>67</u>
<u>ARTICLE-7 : TERMINATION FOR DEFAULT</u>	<u>67</u>
<u>ARTICLE-8 : CONSEQUENCE OF REJECTION</u>	<u>67</u>
<u>ARTICLE-9 : FORCE MAJEURE</u>	<u>68</u>
<u>ARTICLE-10 : BUSES DELIVERED POST DELIVERY SCHEDULE TIMELINES</u>	<u>68</u>
<u>ARTICLE-11 : INDEMNITY</u>	<u>69</u>
<u>ARTICLE-12 : SAFETY MEASURES</u>	<u>70</u>
<u>ARTICLE-13 : INSOLVENCY AND BREACH OF CONTRACT</u>	<u>70</u>
<u>ARTICLE-14 : LAWS GOVERNING THE CONTRACT</u>	<u>71</u>
<u>ARTICLE-15 : SETTLEMENT OF DISPUTE AND ARBITRATION</u>	<u>71</u>
<u>ARTICLE-16 : SECRECY</u>	<u>72</u>
<u>ARTICLE-17 : PROGRAMME OF DESIGN, MANUFACTURE, SUPPLY, TESTING COMMISSIONING AND MAINTENANCE OF BUSES</u>	<u>72</u>
<u>ARTICLE-18 : CONTRACTOR'S RESPONSIBILITY</u>	<u>73</u>
<u>ARTICLE-19 : WARRANTY</u>	<u>73</u>
<u>ARTICLE-20 : APPROVAL OF DESIGN</u>	<u>74</u>
<u>ARTICLE-21 : QUALITY ASSURANCE PLAN/INSPECTION</u>	<u>74</u>
<u>ARTICLE-22 : INSPECTION OF BUSES AT DESTINATION STATION</u>	<u>74</u>
<u>ARTICLE-23 : REMOVAL OF REJECTED BUSES</u>	<u>75</u>
<u>ARTICLE-24 : PAYMENT MILESTONES</u>	<u>75</u>
<u>ARTICLE-25 : PAYMENT PROCEDURE</u>	<u>76</u>
<u>ARTICLE-26 : SERVICE ENGINEERING</u>	<u>76</u>
<u>ARTICLE-27 : SERVICE MANUALS AND SPARE PARTS CATALOGUES</u>	<u>77</u>
<u>ARTICLE-28 : TRAINING</u>	<u>77</u>
<u>ARTICLE-29 : ENVIRONMENTAL CONDITIONS</u>	<u>77</u>
<u>ARTICLE-30 : TECHNICAL REQUIREMENTS</u>	<u>77</u>



ARTICLE-31 : PROVISIONAL RECEIPT CERTIFICATE	78
ARTICLE-32 : FINAL ACCEPTANCE CERTIFICATE	78
ARTICLE-33 : AMENDMENTS	78
ARTICLE-34 : COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)	78
ARTICLE-35 : MISCELLANEOUS	80
ARTICLE-36 : DEFINITION	83
SCHEDULE-A : PERFORMANCE SECURITY	85
ATTACHMENT – I TO SCHEDULE – A	89
ATTACHMENT -II TO SCHEDULE – A	93
ATTACHMENT -III TO SCHEDULE – A	94
ATTACHMENT -IV TO SCHEDULE – A	95
SCHEDULE-B : SPECIFICATIONS AND STANDARDS	97
SCHEDULE-C : DELIVERY SCHEDULE	98
SCHEDULE-D : DESIGN AND DRAWINGS	99
SCHEDULE-E : TESTS	100
SCHEDULE-F : PRODUCT WARRANTY UNDERTAKING	101
ARTICLE 1 :— DEFINITIONS AND INTERPRETATION	57
ARTICLE 2 :— SCOPE OF THE AGREEMENT	60
ARTICLE 3 :— OBLIGATIONS OF THE PARTIES TO THE CONTRACT	60
ARTICLE 4 :— PERFORMANCE SECURITY	61
ARTICLE 5 :— SUPPLY OF BUSES AND CHARGERS	62
ARTICLE 6 :— LIQUIDATED DAMAGES	66
ARTICLE 7 :— TERMINATION FOR DEFAULT	66
ARTICLE 8 :— CONSEQUENCE OF REJECTION	66
ARTICLE 9 :— FORCE MAJEURE	67
ARTICLE 10 :— BUSES DELIVERED POST DELIVERY SCHEDULE TIMELINES	67
ARTICLE 11 : INDEMNITY	68
ARTICLE 12 : SAFETY MEASURES	69
ARTICLE 13 : INSOLVENCY AND BREACH OF CONTRACT	69
ARTICLE 14 : LAWS GOVERNING THE CONTRACT	70
ARTICLE 15 : SETTLEMENT OF DISPUTE AND ARBITRATION	70
ARTICLE 16 : SECRECY	71



ARTICLE 17 :- PROGRAMME OF DESIGN, MANUFACTURE, SUPPLY, TESTING COMMISSIONING AND MAINTENANCE OF BUSES	71
ARTICLE 18 :- CONTRACTOR'S RESPONSIBILITY	72
ARTICLE 19 :- WARRANTY	72
ARTICLE 20 :- APPROVAL OF DESIGN	73
ARTICLE 21 :- QUALITY ASSURANCE PLAN/INSPECTION	73
ARTICLE 22 :- INSPECTION OF BUSES AT DESTINATION STATION	73
ARTICLE 23 :- REMOVAL OF REJECTED BUSES	74
ARTICLE 24 :- PAYMENT MILESTONES	74
ARTICLE 25 :- PAYMENT PROCEDURE	75
ARTICLE 26 :- SERVICE ENGINEERING	75
ARTICLE 27 :- SERVICE MANUALS AND SPARE PARTS CATALOGUES	76/75
ARTICLE 28 :- TRAINING	76
ARTICLE 29 :- ENVIRONMENTAL CONDITIONS	76
ARTICLE 30 :- TECHNICAL REQUIREMENTS	76
ARTICLE 31 :- PROVISIONAL RECEIPT CERTIFICATE	76
ARTICLE 32 :- FINAL ACCEPTANCE CERTIFICATE	77/76
ARTICLE 33 :- AMENDMENTS	77
ARTICLE 34 :- COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)	77
ARTICLE 35 :- MISCELLANEOUS	79
ARTICLE 36 :- DEFINITION	81
SCHEDULE A : PERFORMANCE SECURITY	84
SCHEDULE B : SPECIFICATIONS AND STANDARDS	87
SCHEDULE C : DELIVERY SCHEDULE	88
SCHEDULE D : DESIGN AND DRAWINGS	89
SCHEDULE E : TESTS	90
SCHEDULE F : PRODUCT WARRANTY UNDERTAKING	91



THIS CONTRACT AGREEMENT (“Contract Agreement”/ “Contract”) is entered into on this {the day of....., 20.....}¹

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.

¹ 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.



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:



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0de4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75c33100aba2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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;



- (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;



- (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



- (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



- 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 *****)]² 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. The Contractor may also submit Performance Security in the form of Insurance Surety Bond as per Attachments given under Schedule A.
- 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 Contract Agreement.

² Calculated at approximately 5% (Five percent) of the Total Project Cost.



4.2. Appropriation of Performance Security

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



Signature :-
Subject : CN=DDEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d,
e4168f1b8018b35d861c56105ae87, 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
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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

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)~~ **15 (fifteen)** 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)~~ **15 (fifteen)** 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.

- 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 214 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.

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;
- 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 30 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 60 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 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

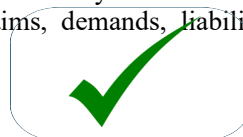


conditions:

- 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.
- 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



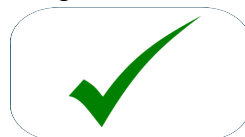
Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign Intellectual Property or confidentiality rights with respect to any materials, information, design or process used by the 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 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 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

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

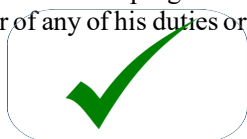
Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

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.



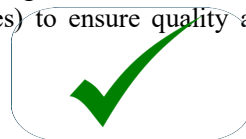
under the contract. The Purchaser shall have full power and authority during progress of work to issue such instructions; as may be necessary for the proper and adequate execution of the contract and remedying of any defects therein. The Contractor shall carry out and be bound by the same.

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 the workshop/depot. The Contractor shall collect the failed & defective components/ equipment from Authority 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 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 trials 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 field trials of maximum 2 weeks. 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 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 30 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 successful completion of Final Inspection as per Article 22.2.
- 10% on achievement of COD as per the Contract Agreement.
- 10% at the end of 1-year from COD.

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 1-year from COD.

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~~ 4 Months of the CAMC period subject to successful operation of the Buses.
- 25% at the end of 8 Months of the CAMC period subject to successful operation of the Buses.
- 50% after completion of the CAMC period subject to successful operation of the Buses.

- 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 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 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 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 Authority (on actuals). 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 Authority 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 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 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:}

- (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**

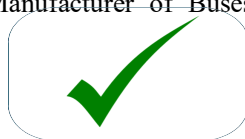
The Authority may choose to execute a separate CAMC agreement with the Contractor post the completion of the CAMC period as per the Contract Agreement. The terms and conditions for such services maybe mutually agreed upon between the Contractor and the Authority.



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
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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.
- 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.
- 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.



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



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 6030 (~~sixtythirty~~) 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



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.



|



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2252c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

ATTACHMENT – I to SCHEDULE – A
PERFORMANCE SECURITY FORM (For Insurance Surety Bond)
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:
Date:

NOA/Contract No......

.....[Name of Contract].....

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

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

(or)

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

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

Or

We refer to the Contract

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

(or)

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

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



against those Contracts awarded to their Associate]

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

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

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

This **Insurance Surety Bond** shall remain in full force and shall be valid from the date of
issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and
inclusive of (dd/mm/yy) and shall be extended from time to time for such period
(not exceeding one year), as may be desired by M/s. on whose behalf
this Letter of Guarantee has been given.

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

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

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

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

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

Notwithstanding anything contained herein:

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



2. This **Insurance Surety Bond** shall be valid upto _____ (validity date) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (validity date) _____.

For and on behalf of the **Insurer**

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Insurer _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

- The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
- The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.
- The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
- The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.



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



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dte4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75c33100aba2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

ATTACHMENT -II to SCHEDULE – A

FORM FOR FORFEITURE OF INSURANCE SURETY BOND

To: (insert Name and Address of the Insurer)

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

Dear Sirs,

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

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

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

Thanking you,

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

_____ (AUTHORISED SIGNATORY)

Copy to:

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



ATTACHMENT -III to SCHEDULE – A

FORM FOR CONDITIONAL CLAIM PENDING EXTENSION IN INSURANCE SURETY
BOND

To: (insert Name and Address of the Insurer)

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

Dear Sirs,

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

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

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

Thanking you,

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

(AUTHORISED SIGNATORY)

Copy to:
(insert Name and Address of the Bidder)

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



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d
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
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

ATTACHMENT -IV to SCHEDULE – A
FORM OF EXTENSION OF INSURANCE SURETY BOND

Ref. No. Dated:.....

To: [Name and address of the Employer]

Dear Sirs,

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

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

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

For and on behalf of the **Insurer**

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal _____

Witness:

Signature _____

Name _____



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d
e4168f1b8018b35d861c56105ae87, 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
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note :

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractors/ Suppliers /Insurer issuing the Insurance Surety Bond.
2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.
3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
5. While getting the Insurance Surety Bond issued, Contractors/ `s are required to ensure compliance to the points mentioned in corresponding Form of Insurance Surety Bond.



Signature :-
Subject : CN=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
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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.



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 624 weeks of Contract Agreement execution
2	Minimum 60% of the Buses and Chargers Quantity awarded as per the LOA	Within 4030 weeks of Contract Agreement execution
3	100% of the Buses and Chargers Quantity awarded as per the LOA	Within 436 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.



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.



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 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.
- 1.3 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 Type Tests



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
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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)

SCHEDULE-F : PRODUCT WARRANTY UNDERTAKING



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
 PB : deepak.mittal(Deepak Mittal)
 Date : 23-08-2024

(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 Contract 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 rectify/ 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.



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
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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=8d875733413307cdcc1b5181cf4f0dte4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75c33100aba2282c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

SECTION- 6

Annexures



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2252c9423f1ccea4cc85e0491a0c8dd, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

CONTENTS

<u>SECTION- 6</u>	<u>1</u>
<u>ANNEXURES</u>	<u>1</u>
<u>APPENDIX A - PRE-BID CONFERENCE</u>	<u>6</u>
<u>CHECKLIST</u>	<u>7</u>
<u>ANNEXURE I - COVERING LETTER</u>	<u>8</u>
<u>ANNEXURE 2 - BID SECURITY</u>	<u>11</u>
<u>ATTACHMENT -I TO ANNEXURE 2</u>	<u>16</u>
<u>ATTACHMENT -II TO ANNEXURE 2</u>	<u>18</u>
<u>ATTACHMENT -III TO ANNEXURE 2</u>	<u>21</u>
<u>ATTACHMENT -IV TO ANNEXURE 2</u>	<u>22</u>
<u>ATTACHMENT -V TO ANNEXURE 2</u>	<u>23</u>
<u>ANNEXURE 3 - POWER OF ATTORNEY FOR SINGLE BIDDER</u>	<u>25</u>
<u>ANNEXURE 4 - FORMAT FOR BIDDER'S COMPOSITION AND OWNERSHIP STRUCTURE</u>	<u>27</u>
<u>ANNEXURE 5 - FORMAT FOR AUTHORISATION</u>	<u>29</u>
<u>ANNEXURE 6 - FORMATS FOR BOARD RESOLUTION</u>	<u>30</u>
<u>ANNEXURE 7 - FORMAT FOR LETTER OF UNDERTAKING</u>	<u>32</u>
<u>ANNEXURE 8 – FORMAT FOR AFFIDAVIT</u>	<u>33</u>
<u>ANNEXURE 9 - FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (NETWORTH)</u>	<u>34</u>
<u>ANNEXURE 10 - FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (MINIMUM AVERAGE ANNUAL TURNOVER)</u>	<u>36</u>
<u>ANNEXURE 11 - FORMAT FOR TECHNICAL QUALIFICATION REQUIREMENT</u>	<u>38</u>
<u>ANNEXURE 12 - RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING</u>	<u>39</u>
<u>ANNEXURE 13 - FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY</u>	<u>41</u>



<u>ANNEXURE 14 - NO BLACKLISTING CERTIFICATE</u>	<u>42</u>
<u>ANNEXURE 15 - SELF-DECLARATION FOR TESTING CERTIFICATE</u>	<u>43</u>
<u>ANNEXURE 16 - CERTIFICATE REGARDING DECLARATION OF INDIGENIZATION REQUIREMENT</u>	<u>44</u>
<u>ANNEXURE 17 - CERTIFICATE REGARDING COMPLIANCE OF MEITY NOTIFICATION</u>	<u>48</u>
<u>ANNEXURE 18 - CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT</u>	<u>49</u>
<u>ANNEXURE 19- COMPLIANCE FOR LAND BORDER RESTRICTIONS</u>	<u>50</u>
<u>ANNEXURE 20 - REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC FUND TRANSFER (NEFT)</u>	<u>51</u>
<u>ANNEXURE 21 – DEVIATION STATEMENT</u>	<u>53</u>
<u>SECTION – 6</u>	<u>1</u>
<u>ANNEXURE 1 – COVERING LETTER</u>	<u>7</u>
<u>ANNEXURE 2 – BID SECURITY</u>	<u>10</u>
<u>ANNEXURE 3 – POWER OF ATTORNEY FOR SINGLE BIDDER</u>	<u>27</u>
<u>ANNEXURE 4 – FORMAT FOR BIDDER’S COMPOSITION AND OWNERSHIP STRUCTURE</u>	<u>30</u>
<u>ANNEXURE 5 – FORMAT FOR AUTHORISATION</u>	<u>32</u>
<u>ANNEXURE 6 – FORMATS FOR BOARD RESOLUTION</u>	<u>33</u>
<u>ANNEXURE 7 – FORMAT FOR LETTER OF UNDERTAKING</u>	<u>35</u>
<u>ANNEXURE 8 – FORMAT FOR AFFIDAVIT</u>	<u>36</u>
<u>ANNEXURE 9 – FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (NETWORTH)</u>	<u>37</u>
<u>ANNEXURE 10 – FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (MINIMUM AVERAGE ANNUAL TURNOVER)</u>	<u>39</u>
<u>ANNEXURE 11 – FORMAT FOR TECHNICAL QUALIFICATION REQUIREMENT</u>	<u>41</u>
<u>ANNEXURE 12 – RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING</u>	<u>42</u>



ANNEXURE 13 – FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY	44
ANNEXURE 14 – NO BLACKLISTING CERTIFICATE	45
ANNEXURE 15 – SELF-DECLARATION FOR TESTING CERTIFICATE	46
ANNEXURE 16 – CERTIFICATE REGARDING DECLARATION OF INDIGENIZATION REQUIREMENT	47
ANNEXURE 17 – CERTIFICATE REGARDING COMPLIANCE OF MEITY NOTIFICATION	51
ANNEXURE 18 – CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT	52
ANNEXURE 19 – COMPLIANCE FOR LAND BORDER RESTRICTIONS	53
ANNEXURE 20 – REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC FUND TRANSFER (NEFT)	54
ANNEXURE 21 – DEVIATION STATEMENT	56
SECTION 6	1
ANNEXURES	1
APPENDIX A – PRE-BID CONFERENCE	5
CHECKLIST	6
ANNEXURE 1 – COVERING LETTER	7
ANNEXURE 2 – BID SECURITY	10
ATTACHMENT - I TO ANNEXURE 2	15
ATTACHMENT - II TO ANNEXURE 2	17
ATTACHMENT - III TO ANNEXURE 2	20
ATTACHMENT - III TO ANNEXURE 2	21
ATTACHMENT - IV TO ANNEXURE 2	22
ATTACHMENT - V TO ANNEXURE 2	25
ANNEXURE 3 – POWER OF ATTORNEY FOR SINGLE BIDDER	27
ANNEXURE 4 – FORMAT FOR BIDDER’S COMPOSITION AND OWNERSHIP STRUCTURE	30
ANNEXURE 5 – FORMAT FOR AUTHORISATION	32
ANNEXURE 6 – FORMATS FOR BOARD RESOLUTION	33
ANNEXURE 7 – FORMAT FOR LETTER OF UNDERTAKING	35



<u>ANNEXURE 8 – FORMAT FOR AFFIDAVIT</u>	<u>36</u>
<u>ANNEXURE 9 – FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (NETWORTH)</u>	<u>37</u>
<u>ANNEXURE 10 – FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (MINIMUM AVERAGE ANNUAL TURNOVER)</u>	<u>39</u>
<u>ANNEXURE 11 – FORMAT FOR TECHNICAL QUALIFICATION REQUIREMENT</u>	<u>41</u>
<u>ANNEXURE 12 – RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING</u>	<u>42</u>
<u>ANNEXURE 13 – FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY</u>	<u>44</u>
<u>ANNEXURE 14 – NO BLACKLISTING CERTIFICATE</u>	<u>45</u>
<u>ANNEXURE 15 – SELF DECLARATION FOR TESTING CERTIFICATE</u>	<u>46</u>
<u>ANNEXURE 16 – CERTIFICATE REGARDING DECLARATION OF INDIGENIZATION REQUIREMENT</u>	<u>47</u>
<u>ANNEXURE 17 – CERTIFICATE REGARDING COMPLIANCE OF MEITY NOTIFICATION</u>	<u>51</u>
<u>ANNEXURE 18 – CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT</u>	<u>52</u>
<u>ANNEXURE 19 – COMPLIANCE FOR LAND BORDER RESTRICTIONS</u>	<u>53</u>
<u>ANNEXURE 20 – REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC FUND TRANSFER (NEFT)</u>	<u>54</u>
<u>ANNEXURE 21 – DEVIATION STATEMENT</u>	<u>56</u>



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=DDEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0de4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=PUBLIC SERVICE VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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=8d875733413307cdcc1b5181cf4f0d
 e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
 ="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
 c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=PUBLIC FINANCIAL SERVICES
 VICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 6247A515
 PB : deepak.mittal(Deepak Mittal)
 Date : 23-08-2024

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 :-
Subject : CN=DDEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=POWER EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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~~180 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



- 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 Stamp



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=PAFESSY EFFICIENCY SER
 VICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 6247A515
 PB : deepak.mittal(Deepak Mittal)
 Date : 23-08-2024

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 :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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



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 of20.....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=8d875733413307cdcc1b5181cf4f0d
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=VICKAS EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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.	



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?	



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 19	Canara Bank
10	Andhra Bank	14 20	Central Bank of India
11	Bank of India	15 21	Corporation Bank
12	Bank of Maharashtra	16 22	Dena Bank
17 13	Indian Bank	18 23	Indian Overseas Bank
19 14	Oriental Bank of Commerce	20 24	Punjab National Bank
21 15	Punjab & Sind Bank	22 25	Syndicate Bank
23 16	Union Bank of India	24 26	United Bank of India
25 17	UCO Bank	26 27	Vijaya Bank
27 18	Bank of Baroda		

• SCHEDULED PRIVATE BANKS (INDIAN BANKS)

Sl. No.	Name of Banks	Sl. No.	Name of Banks
27 28	Bank of Rajasthan	41 43	Sangli Bank Ltd.
28 29	Bharat Overseas Bank Ltd.	42 44	South Indian Bank Ltd.
29 30	Catholic Syrian Bank	43 45	Tamilnad Mercantile Bank Ltd.
30 31	City Union Bank	44 46	United Western Bank Ltd.
31 32	Dhanalakshmi Bank	45 47	ING Vysya Bank Ltd.
32 33	Federal Bank Ltd.	46 48	UTI Bank Ltd.
33 34	Jammu & Kashmir Bank Ltd.	47 49	S.B.I. Commercial & International Bank Ltd.
34 35	Karnataka Bank Ltd.	48 50	Ganesh Bank of Kurundwad Ltd.



Sl. No.	Name of Banks	Sl. No.	Name of Banks
<u>3536</u>	Karur Vysya Bank Ltd.	<u>4951</u>	IndusInd Bank Ltd.
<u>3637</u>	Lakshmi Vilas Bank Ltd.	<u>5052</u>	ICICI Bank Ltd.
<u>3738</u>	Lord Krishna Bank Ltd.	<u>5153</u>	HDFC Bank Ltd.
<u>3839</u>	Nainital Bank Ltd.	<u>5254</u>	Centurion Bank of Punjab Limited
<u>3940</u>	Kotak Mahindra Bank	<u>5355</u>	Development Credit Bank Ltd.
<u>4041</u>	Ratnakar Bank Ltd.	<u>5456</u>	Yes Bank
<u>42</u>	IDFC Bank	<u>57</u>	Axis Bank

- SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

Sl. No.	Name of Banks	Sl.No.	Name of Banks
<u>5558</u>	Abu Dhabi Commercial Bank Ltd.	<u>7174</u>	Sonali Bank
<u>5659</u>	ABN AMRO Bank Ltd.	<u>7275</u>	Standard Chartered Bank
<u>5760</u>	American Express Bank Ltd.	<u>7376</u>	J.P Morgan Chase Bank
<u>5861</u>	Bank of America NA	<u>7477</u>	State Bank of Mauritius
<u>5962</u>	Bank of Behrain & Kuwait	<u>7578</u>	Development Bank of Singapore
<u>6063</u>	Mashreq Bank	<u>7679</u>	Bank of Ceylon
<u>6164</u>	Bank of Nova Scotia	<u>7780</u>	Bank International Indonesia
<u>6265</u>	The Bank of Tokyo-Mitsubishi UFJ Limited.	<u>7881</u>	Arab Bangladesh Bank
<u>6366</u>	Calyon Bank	<u>7982</u>	Cho Hung Bank
<u>6467</u>	BNP Paribas	<u>8083</u>	China Trust Bank
<u>6568</u>	Barclays Bank	<u>8184</u>	Mizuho Corporate Bank Ltd.
<u>6669</u>	Citi Bank	<u>8285</u>	Krung Thai Bank
<u>6770</u>	Deutsche Bank	<u>8386</u>	Antwerp Diamond Bank N.V. Belgium
<u>6871</u>	The Hong Kong and Shanghai Banking Corporation Ltd.	<u>8487</u>	Internationale Netherlanden Bank N.V. (ING Bank)
<u>6972</u>	Oman International Bank	<u>8588</u>	Bank of China Ltd.
<u>7073</u>	Societe Generale		

- PUBLIC SECTOR BANK

Sl. No.	Name of Banks	Sl. No	Name of Banks
<u>8689</u>	IDBI Ltd.		



ATTACHMENT -II to ANNEXURE 2

BID SECURITY FORM (For Insurance Security Bond
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

To: (insert Name and Address of Employer)

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

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

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

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in the Bid; or
- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to terms and conditions of the RfP; or
- (4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or
- (5) In the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) To sign the Contract Agreement, in accordance with Conditions of the Tender, or
 - (ii) To furnish the required performance security, in accordance with Conditions of the Tender.or
- (6) In any other case specifically provided for in ITB.

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



Signature :-
Subject : CN=DDEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dte4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=VICKS EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

combination, and specifying the occurred condition or conditions.

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

Notwithstanding anything contained herein:

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

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

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

For and on behalf of the Insurer

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.



4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=PAFSSBY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

ATTACHMENT -III to ANNEXURE 2

FORM FOR FORFEITURE OF INSURANCE SURETY BOND

To: (insert Name and Address of the Insurer)

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

Dear Sirs,

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

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

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

Thanking you,

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

_____ (AUTHORISED SIGNATORY)

Copy to:

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



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=PAFAR EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

ATTACHMENT -IV to ANNEXURE 2

FORM FOR CONDITIONAL CLAIM PENDING EXTENSION IN INSURANCE SURETY BOND

To: (insert Name and Address of the Insurer)

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

Dear Sirs,

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

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

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

Thanking you,

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

(AUTHORISED SIGNATORY)

Copy to:
(insert Name and Address of the Bidder)

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



ATTACHMENT -V to ANNEXURE 2

FORM OF EXTENSION OF INSURANCE SURETY BOND

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

To: [Name and address of the Employer]

Dear Sirs,

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

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

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

For and on behalf of the Insurer

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal _____

Witness:

Signature _____

Name _____

Address _____



Contact Number(s): Tel. _____ Mobile _____
email _____

Note :

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractors/ Suppliers /Insurer issuing the Insurance Surety Bond.
2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.
3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
5. While getting the Insurance Surety Bond issued, Contractors/ `s are required to ensure compliance to the points mentioned in corresponding Form of Insurance Surety Bond.

**



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccea4cc85e0491a0c8dd, O=SAIFORUM EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

PAGE | 21

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=DDEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=RAJFARMA EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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
 c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=SAIFORBY EFFICIENCY SER
 VICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 6247A515
 PB : deepak.mittal(Deepak Mittal)
 Date : 23-08-2024

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 (%)



Note:

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:



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=DDEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=PUBLIC SERVICE EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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/MSbe 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.

Note:

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=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=RAJFARMA EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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 investpercent (... %) 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=DDEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0491a0c8dd, O=RAJESHWARI EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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 Financial 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.



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.



Signature :-
 Subject : CN=DDEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0d
 e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
 ="Contracts,CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75
 c33100aba2282c9423f1ccaa4cc85e0491a0baf0c0e5f8975 EFFICIENCY SER
 VICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 6247A515
 PB : deepak.mittal(Deepak Mittal)
 Date : 23-08-2024

ANNEXURE 9 - FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (NETWORTH)

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 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)**
Total Net worth			

* 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=f941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccea4cc85e0493a48d4, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

PAGE | 34

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.



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)
MAAT (Average of 3 years)			

** 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.



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.



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 01st April of the previous financial year till Bid Due Date
2. Manufactured and supplied at least **8040** '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.

Note:

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.



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
c33100aba2282c9423f1ccaa4cc85e0493a48d4, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

PAGE | 38

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)
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 and Stamp of statutory Auditors of Bidder)

Name:

Date:

Place:

Date:



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccea4cc85e0493a48dd, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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
c33100aba2282c9423f1ccaa4cc85e0493a48dd, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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



Signature :-
Subject : CN=DDEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccea4cc85e0493a48dd, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

ANNEXURE 15 - SELF-DECLARATION FOR TESTING CERTIFICATE

(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: 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
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0493048dd, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

**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.

As per Phased Manufacturing Program Guidelines by Ministry of Heavy Industries vide their Notification F.No. 7(06)/2019-NAB-II (Auto)(20307) dated 1st October 2021 (or as amended) all the parts of e-bus needs to be mandatorily indigenous. As per circular, Indigenous source implies domestically manufactured/ assembled and tested.

- ~~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, As per 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 Industries vide their Notification F.No. 7(06)/2019-NAB-II (Auto)(20307) dated 1st October 2021 all 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	-	-	-	-



Sr. No.	Component Details	Type of Sourcing (Indigenous/Imported)	Details of supplier (Name, Address, CIN certificate)		
			Tier 1	Tier 2	Tier 3
-	-	-			
3	Traction Motor controller/ Inverter	-	-	-	-
4	HVAC	-	-	-	-
5	Electric Compressor	-	-	-	-
6	Power Control wiring harness along with connectors	-	-	-	-
7	MCB /Circuit breakers/Electric safety device	-	-	-	-
8	AC charging inlet type 2	-	-	-	-
9	DC charging inlet CCS2 /CHAdeMO	-	-	-	-
10	Wheel rim integrated with hub motor	-	-	-	-
11	DC-DC converter	-	-	-	-
12	Electronic Throttle	-	-	-	-
13	Instrument Panel	-	-	-	-
14	On Board Charger	-	-	-	-
15	Lightening: Headlamp, Tail Lamp, Indicators, Interior Lamp, Flasher etc.	-	-	-	-
16	Body Panel	-	-	-	-
17	DC charging inlet BEVC DC 001	-	-	-	-

Part 2

18	Traction Battery Pack	-	-	-	-
	I. Battery Cell and module	-	-	-	-
	II. Thermal System	-	-	-	-
	III. Battery Management System	-	-	-	-



Part 3

19	Brake System including 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	-	-	-	-
45	Wheel rim	-	-	-	-

Imported source includes direct as well as indirect imports.

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

Thanking You,
Yours faithfully,

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

.....
Printed Name..... Seal.....
UDIN No Date.....
Place.....



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 (Chartered Accountant)

.....

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=DDEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0493048dd, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0493a48dd, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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, 2nd 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:

Place:

Seal of Organization & Signature
of Authorized Applicant



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
c33100aba2282c9423f1ccaa4cc85e0493a48d4, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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

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
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=f941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0493a88d4, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

PAGE | 51

|



Signature :-
Subject : CN=DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2252c9423f1ccaa4cc85e0493a48d1, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

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
e4168f1b8018b35d861c56105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0491a038d4, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024

(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=8d875733413307cdcc1b5181cf4f0dt
e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OU
="Contracts,CID - 6862311", OID.2.5.4.20=ff941fc4dd1dda1eb1b2db75
c33100aba2282c9423f1ccaa4cc85e0493a48d1, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 6247A515
PB : deepak.mittal(Deepak Mittal)
Date : 23-08-2024