



CONVERGENCE ENERGY SERVICES LIMITED
(A Wholly owned Subsidiary of EESL, a JV of PSUs under the Ministry of Power)

REQUEST FOR PROPOSAL
(LIMITED TENDER)

FOR

“Appointment of Internal Auditors of CESL for FY 2024-25 & 2025-26.”

(Last date for submission of Proposal:
08.04.2025 up to 1100 Hrs. IST)

Registered & Corporate Office

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

(This document is meant for the exclusive purpose of bidding against this specification only and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)



Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
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0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER
VICES LIMITED, c=IN
User ID : mvenugopal
Serial No : 1730C1E

Name of Work: Appointment of Internal Auditors of CESL for FY 2024-25 & 2025-26.

NIT NO.: CESL/06/2024-25/Internal Auditor/LTE/24250919

Dated: 25.03.2025

1. Introduction

Convergence Energy Services Limited (CESL) is a wholly owned subsidiary of Energy Efficiency Services Limited (EESL), under the administration of the Ministry of Power, Government of India headquartered in New Delhi. CESL is focused on delivering clean, affordable and reliable energy solutions that enable a faster energy transition.

2. About subject assignment

Pursuant to the provisions of section 138(1) of the Companies Act, 2013, every public company having a paid-up share capital of fifty (50) crore rupees or more during the preceding financial year, is required to appoint an internal auditor to conduct an internal audit of the functions and activities of the company which may be either of the following:

1. An individual (may or may not be an employee of the Company);
2. A partnership firm or a body corporate as the paid-up share capital of the company has surpassed the 50 Cr. Mark as on FY 2022- 23, the Company is required to empanel an Internal Auditor to conduct the Internal Audit of the Company for the financial year 2023- 2024 and onwards.

The Company intends to engage a reputable consultant to carry out the Risk Based Internal Audit including systems and procedures of CESL. The scope of work includes conducting Internal Audit of the business process in identifying & testing design and operating effectiveness of internal control under Risk based Internal Audit model and management reporting of required risk mitigation and / or control development aspects.

2.1 Scope of Work:

Key Scope of Work	Particulars
Accounting	<ol style="list-style-type: none"> i. To check and comment whether the accounting policies formulated by the Company and Ind AS required to be followed are being followed. ii. Routine checking of all accounting and financial iii. transactions i.e. verification of vouchers, i.e. payment, receipt and journal vouchers etc. iv. Checking of Employee claims (i.e. tour bills, medical bills, imprest, loans & Advance to employee/staff.)
Treasury and Fund Management	<ol style="list-style-type: none"> i. Receipt and utilization of fund ii. Checking bank reconciliation statements of all banks, checking interest income on FDs of bank. iii. Checking loan/ grant accounting.
Project Operations	<ol style="list-style-type: none"> i. Checking project payment in reference to LoA issued against project. ii. Checking capitalization of project with reference to project completion. iii. Review of retention money/EMD/ Bank Guarantees / Liquidated

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0b384b988b72980343b9a1e3b43859c12053e53140051280621e301
VICES LIMITED, EMAIL=VENUGOPAL.MANGALI@EESL.COM, OU=INDIA
User ID : invenugopal
Serial No : 1730C1E



	<p>damages in relation to project.</p> <p>iv. Checking and reviewing business operation of the Company, including lease management, Gram Ujala Project etc.</p> <p>v. Verifying on adequacy of Insurance - coverage, selection procedure and claim management.</p>
Purchases of material and equipment	<p>i. Checking purchase requisitions and their completeness as per the policy of the company</p> <p>ii. Invitation of quotations from various vendors based on the requirement</p> <p>iii. Evaluation of quotations received</p> <p>iv. Selection of vendors based on Evaluation Report on Competitive quotations received</p> <p>v. Receipt of Goods and Issue procedures. Checking material receipt and its inspection note/report for the goods and equipment's purchased based on the purchase order issued</p> <p>vi. Checking of installation or satisfactory consumption report for booking of the same in the book of account.</p>
Sales	<p>i. Checking of booking of income/sales/ tender fees as per agreement on quarterly basis.</p> <p>ii. To check all the receipts should be accounted for against the debtors on a regular basis & review debtor's ledger.</p>
Tax Matters	<p>i. Verification of various taxation compliances viz TDS, Advance tax, GST and accounting of taxation etc.</p>
Fixed Assets	<p>i. Checking correctness of fixed asset register maintained by the company and comparison of the same with physical verification reports on periodical basis (Yearly) in consultation with the company officials.</p>
Administration of HRD	<p>i. Verification of various HR records pertaining to leave, attendance, loans & advances with specific reference to HR rules and regulations, manuals and guidelines as prevalent from time to time.</p> <p>ii. Scrutiny of Pay roll related policies, procedures and preparations on a monthly basis in accordance with relevant provisions of Act / Law.</p>
Others	<p>i. To review the adequacy of Internal Financial Control System / Procedures.</p> <p>ii. Compliances of policies, plans and procedures of the Company.</p> <p>iii. Audit will be carried out in books of account maintained in Tally</p> <p>iv. Process Audit and Risk Appraisal of different segments.</p>

3. Project Deliverables / Completion Period:

- i. For the audit period of 24-25, the appointed party should place team members immediately post issuance of LOA by CESL, to conclude the internal audit of complete audit year and submission of report before the finalization of the books of Accounts.
- ii. For FY 25-26, quarter-wise yearly Audit plan required to be submitted in the first quarter, post discussion with CESL and mutually agreed upon, as per the scope of work.
- iii. The appointment shall initially be for a period of 2 Financial years starting from FY 2024-25 and extendable to 1 year on the same cost. Any extension will be allowed post confirmation by both the parties, without any Escalation in the costs.



Structure of the Internal Audit Report: Internal auditor shall provide the periodic Internal Audit Report to Internal Audit In-charge. Subsequently the same shall be shared with the concerned HODs. The reports shall be reviewed by concerned HODs and the final report shall be submitted to CEO. The Report should categorize the matter requiring the top management attention into following categories:

- i. Major observations e.g. credit loss, financial losses, etc.
- ii. Minor observations
- iii. Observations repeated from the last reports.
- iv. Major observations got corrected during the course of audit.
- v. Unresolved observations – required further discussion and working.

Other aspects: CESL shall make available to the consultant office working space and all internal office policies, circulars, manuals etc. free of charge for timely completion of the audit.

No additional TA/DA/Boarding Lodging / Out of Pocket expenses shall be payable to the audit firm employees for completing this assignment. Cost pertaining to travel and accommodation (if required) may be included in the final lump-sum price.

Note: Price under the subject contract shall remain valid for the period of two Years, and services under the subject contract shall start after issuance of LoA by CESL.

4.1 The Bidder/Agency shall not have a conflict of interest. All Bidders/Agencies found (**in the sole discretion of CESL**) to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/authorized representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders or as a partner in a joint venture, except for alternative offers permitted under the RfP Documents. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as an Agency in the preparation of the design or technical specifications of the Plant and Installation Services and Facilities that are the subject of the bid; or
- (g) a Bidder (including its personnel or sub-contractors) has a business or family relationship with a member of a CESL’s staff (or of the project implementing staff, or of a recipient of a part of the loan) who: are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the



bid evaluation process of such contract; or would be involved in the implementation or supervision of such contract unless the authority inviting tenders shall be informed of the fact/ such relationship at the time of submission of the tender and the conflict stemming from such relationship has been resolved in a manner acceptable to the CESL throughout the procurement process and execution of the contract. CESL may in its discretion reject the tender or rescind the contract.; or

- (h) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.

4.2 The Bidder directly or indirectly shall not be a dependent agency of the Employer.

4.3 Consortium bids/proposals will not be allowed.

5. **Instructions relating to submission of Proposal.**

5.1 Bidding will be conducted through **Limited Competitive Bidding** procedures as per the provisions of RfP Documents through e-portal i.e., <https://cesl.eproc.in/>

5.2 The Bidders are requested to note that the subject documents have been uploaded on <https://cesl.eproc.in/> and may check the various details associated with the registration of their organization on <https://cesl.eproc.in/>

Bidders may please note that for proper submission of their proposals, they are responsible and expected to apprise themselves adequately for the procedure and provisions available on the e-portal. The Company in no case shall be responsible for any issues related to timely or properly uploading /submission of the Proposal.

Bidder may refer “*General Instructions to the Bidder and To Do List*” attached as **Attachment-A** of this RfP Documents.

5.3 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfP Documents.

5.4 **Preparation of Proposal/Bid:**

- 5.4.1 **Packet-I of Envelope -1 (Techno-Commercial Bid): Bid Fee of Rs. 2,000.00** (Rupees Two Thousand Only) (in Original) towards cost of RfP Documents and **Bid Security of Rs. 15,500.00** (Rupees Fifteen Thousand Five Hundred) (in Original) in accordance with **Attachment-3** (*General Instructions to the Bidder and To Do List*) or documentary evidence in support of exemption of Bid Security, shall be submitted in separate envelope (submission of Hard Copy in “Original” for Bid Security or “Copy” of documentary proof in support of exemption)

Note: In case MSE bidders are exempted from submission of Bid Fee and Bid Security as **Flag-A**, then bidder has to submit copy of valid ‘Udyam Registration Certificate’ in Packet-1 of Envelop-1 for the purpose of Evaluation. Micro and

Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of **Bid fee and Bid Security/Earnest Money Deposit (EMD)** as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises.

The details of EMD instrument have to be submitted in relevant field/column of online module. Tenders without Bid fee and Earnest Money Deposit shall be rejected outrightly. It should be ensured by the vendor that the original BG is received by CESL before deadline of submission of techno-commercial bids for verification of the details of BG given online by the vendors.

- 5.4.2 **Packet-II of Envelope -1 (Techno-Commercial Bid):** Soft Copy Part of the Proposals must be uploaded under Single Stage Two Envelope Bidding procedure on the e-portal on or before **1100 Hrs. (IST)** on **08/04/2025**. The e-Procurement system would not allow any late submission of Proposals through the e-portal after due date & time as specified.

Soft copy part of the Proposal shall comprise of following documents to be uploaded on the e-portal as per the provisions therein:

I. **As part of First Envelope (Technical Proposal/Bid)**

Letter of First Envelope Proposal in MS Word format together with the following attachments on Letter Head of the Bidders/Agency, duly completed and signed by the Bidders/Agency, in scanned copy as per subject RfP documents:

- (a) Attachment 1: Bid Form (Format of Application) as per format at **Annexure-I**.
Note: Non submission of this format shall lead to outright rejection of Bid.
- (b) Attachment 2: Power of Attorney (Bidders to use their own format)
The power of attorney duly notarized, indicating that the person(s) signing the Proposal has (ve) the authority to sign the Proposal and other documents and thus that the Proposal is binding upon the Bidders.
- (c) Attachment-3 (Bid Security/Earnest Money Deposit (EMD)): Application as per format at **Annexure – II** to be submitted in specified format along with Packet-I of Envelope -1 (Techno-Commercial Bid) (Hard Copy).

Note: Tenders without Bid Security/Earnest Money Deposit shall be rejected outright except in case of exemption as per provisions of RfP documents.

- (d) Attachment 4: Certificate of Incorporation/Registration in India as per applicable act/law (Bidders shall furnish copy of certificate of incorporation of the Company.)
- (e) Attachment 5: Certificate regarding various compliances as per **Annexure - III**.

- (f) Attachment 6: An undertaking regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” as per **Annexure-IV**.

Note:

1. *Bidder to note that no document revealing the prices shall be submitted in Envelope-1 along with the techno-commercial bid. The revealing of prices at this juncture in any mode shall lead to outright rejection of bid. Prices are to be filled in Envelope-2 as per the provision(s) made available by CESL in the prescribed format uploaded on e-procurement portal.*

2. *In case any Bidder is blacklisted/debarred by any regulatory/ statutory body/ Central/State/UT Government or any Public sector entities, then such Bidder is required to submit following details:*

- a. Date and validity of blacklisting/debarment.*
- b. Name of regulatory/ statutory body/ Central/State/UT Government or Public sector entities who has issued such blacklisting/ debarment.*
- c. Reason for blacklisting/debarment*
- d. Letter/Notification of blacklisting/ debarment.*

Based on aforesaid details provided by the Bidders and as available with CESL, CESL shall analyze and decide the case in line with applicable guidelines/notification of Government of India / CESL

5.4.3 Envelope - 2 (Financial Proposal /Price Bid) to be submitted in Soft Copy:

- i. The prices are to be filled in prescribed format available on e-portal only. Bidders are requested not to submit the price bid in hard copy at CESL as the same shall not be considered. Price Bid Format as attached at **Annexure-V** in the RfP document is only for illustration/reference purpose, however, terms and conditions mentioned therein is part of this RfP documents.

ii. Requirements for Financial Proposal/Bids

The Bidder/Agency is required to quote Prices/Fee in Indian Rupees (INR) on a lumpsum basis for complete scope of work, as per prescribed format available in the e-portal. The prices/fees quoted by the Bidder should be inclusive of all charges except the applicable GST, which shall be paid extra as applicable. Taxes should be indicated separately while raising the bills for payment of fee. The fee will be payable in Indian Rupees after successful completion of the transaction. Withholding taxes, as applicable, will be deducted at the time of making payment.

The fee quoted should be unconditional and inclusive of all expenditure. It may be noted that the Bidder cannot prescribe any time limit for validity of the financial bid. The price shall remain firm and fixed and shall not be subject to any adjustment for the entire duration of the Contract, in accordance with the provisions of the RfP documents.

- iii. Soft copy part of the bid shall be uploaded through the portal <https://cesl.eproc.in/> at or before the submission time and date as stipulated in the RfP document. Hard copy of the bid under Packet-I to Envelope-1 must be received by the Employer at the address specified below no later than the time and date stated herein below:

Signature :-
 Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
 2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, O=ID.2.5.4.17=50
 0033, O=D.2.5.4.20=139798c72c39a230a1e90ed13c2091051810621e301
 0b384b989a1c749e8c1c562c26e71885c6232, SERIALNUMBER=6255ef467faddea6ed041d61a1
 VICES LIMITED, O=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
 User ID : invenugopal
 Serial No : 1730C1E



By Post:
Chief General Manager (Contracts),
M/s. Convergence Energy Services Limited
Core-3, 2nd Floor,
SCOPE Complex,
Lodhi Road, New Delhi-110003

Deadline for submission of Hard Copy of Documents

Date: 08.04.2025

Time: up to 1100 hours [Indian Standard Time (e-procurement server time)]

Bid submission timelines will be defined as per the e-Procurement server clock only.

Time and date for Bid Opening – Envelop-I (First Envelope):

Date: 08.04.2025

Time: 1130 hours (Indian Standard Time)

The first Envelope shall be opened on **Date: 08.04.2025 at 1130 Hrs. (IST)**. The Second Envelope, i.e., Price Part of only shortlisted Bidders shall be opened. The Second Envelope i.e., Price Part shall be opened on a date to be intimated later.

5.5 The company reserves the sole right to accept or reject any or all the proposals thus received without assigning any reasons thereof.

6. Clarification of Proposals

During the proposal evaluation, the Company may, at its discretion, ask the Bidder for a clarification of its proposal. In case of erroneous/non submission of documents related to/identified in Sub-Clause 5.4.2 (*except for Attachment-1 (Application) and 5.4.2(c) Attachment-3 (Bid Security)*) above required to be submitted by the Bidder as per the provisions of the RfP Documents, the Company may give the Bidder not more than 05 working day' notice to rectify/furnish such documents, failing which the proposal shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the proposal shall be sought, offered or permitted.

7. Evaluation Process

7.1 The First Envelope of the Bids will be evaluated on the undertakings/documentary evidence required to be submitted for fulfilment of all the conditions as mentioned in Sub-Clause 5.4 above.

The Second Envelope of only those Bidders (shortlisted Bidders) will be opened who submit all undertakings/confirmation about fulfilment of the conditions mentioned in Sub-Clause 5.4 above.



The shortlisted Bidders, if they so desire, may remain present at the time of opening of the Financial Proposals/Price Bids. The date and time of opening of the Financial Proposals/Price Bids would be intimated/announced to the shortlisted Bidders.

Bids with conditionality will be summarily rejected.

Preference to MSE Bidders shall be applicable as per **Flag-A**.

7.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between words and figures, the prices in words shall be taken as the final price for all purposes.

7.3 **Procedure for Selection of Agency**

The Bidder who has quoted the lowest total price shall be appointed as successful **Appointment of Internal Auditors of CESL for FY 2024-25 & 2025-26**. In the case of tie in the total lowest price, the Bidder with highest Turnover (Gross/Total value indicated in Profit & Loss statement for last FY i.e., FY 2022-23) shall be considered as successful Agency. The Letter of Award to the successful Agency shall be issued as per the format attached here as **Attachment-B** and Contract Agreement (if applicable) shall be signed as the format attached here as **Attachment-C**. The said Letter of Award shall be treated as formation of Contract and effective date of Contract for commencement of services, to be rendered by Agency under subject tender, shall be date of Letter of Award.

8. **Contract Performance Guarantee (CPG) (format attached as Attachment-E):**

- a. Within Twenty-Eight (28) days of the receipt of Letter of award (Rate Contract) from CESL, the Selected Bidder(s) shall furnish separate Performance Security/Contract Performance Guarantee of 5% of Contract Value.
- b. Any delay in submission of Performance Security/CPG shall be deemed as accruing of financial benefit to the Selected Bidder(s) and CESL may take necessary interest penalty recovery action (interest @ SBI's MCLR + 2 %) from the payments due to the Selected Bidder(s) for the period of delay. However, this provision does not bind CESL in any way from proceeding against the Selected Bidder(s) (including cancellation of the Rate Contract, putting the vendor on holiday list, etc.) for non-compliance towards non-submission of the Performance Security/CPG.
- c. The Performance Security/CPG must be valid to cover Period of Contract of 02 years + 3 month Claim Period.
- d. Failure of the Selected Bidder(s) to comply with the requirements of this Tender shall constitute sufficient grounds for the annulment of the award and forfeiture of the Contract Performance Guarantee.
- e. In case Selected Bidder(s) provides Performance Security for shorter duration, it shall be for a minimum period of 3.5 years and CESL reserves the right to invoke Performance Security in case extended Performance Security/fresh Performance Security is not furnished at least 90 days prior to the expiry of original Performance Security. In this regard, further an undertaking must be submitted by the Selected Bidder(s) that if the Selected Bidder fails to provide second Performance Security, then CESL has the right to impose penalty and forfeit the original Performance Security.

Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
2b0df90330ce06ba7e403d28173070d63, ST=TELANGANA, O=D.2.5.4.17=50
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0b384b988a
VICES LIMITED
User ID : invenugopal
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No interest on Performance Security will be payable to the Selected Bidder(s). Under no circumstance, exemption from Performance Security is permitted.

- f. The Performance Security shall be accepted in the form of Banker’s Cheque, Account Payee Demand Draft, Insurance Surety Bonds or Fixed Deposit Receipt drawn in favour of “Convergence Energy Services Limited” and “Energy Efficiency Services Limited”, payable at New Delhi.

Details of such instruments are as below:

- b) Insurance Surety Bonds
- c) Details for Account Payee Demand Draft - In the name of “Convergence Energy Services Limited” payable at New Delhi
- d) Banker’s Cheque - In the name of “Convergence Energy Services Limited” payable at New Delhi
- e) Online Payment – Account Name: Convergence Energy Services Limited; Account Number: 000705051799; RTGS/NEFT IFS Code: ICIC0000007; MICR Code: 110229002; Customer ID: 578807920; Account Type: Current Account; Branch: 9A, Phelps, Connaught Place, New Delhi – 110001
- f) Bank Guarantee - from any Scheduled Commercial Bank authorized by RBI for transacting Government business, in relevant format prescribed in Section VI of this Tender

In case such Performance Security is submitted in the form of Bank Guarantee, it shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to ICICI bank include unique identifier CESL578807920 in field 7037 of the SFMS cover message with IFSC code ICIC0000007 for CESL.

For CESL: BG Advancing message -IFN 760COV / IFN 767 COV via SFMS	
Field Number	Particulars (To be mentioned in Row -1)
7037	CESL578807920

9. Payment Terms:

- a) The bidder(s) shall need to mandatorily register with the relevant Tax authority(ies) for the LoA items (services, where applicable), and furnish a photocopy of their tax registration certificate and PAN along with each invoice.
- b) Deposits of all statutory taxes, levies, etc. to Government authorities shall be the sole responsibility of the bidder(s) and the bidder(s) shall indemnify CESL for any tax claims / problems, etc. with the statutory authority / Government or State authorities.
- c) The payments shall be made to the Selected Bidder(s) after completion of audit and receipt of tax invoice, with all the requisite documents (such as copy of Job Card/assembly card/, Warranty Certificate, payment receipt, etc., as the case maybe) for the issued Purchase/Work Order.
- d) The Selected Bidder shall provide Contract Performance Guarantee (CPG) as mentioned in the LoA to CESL within twenty-eight (28) days of receipt of the LOA.
- e) No interest shall be paid by CESL on the amounts of the bank guarantee(s) submitted by the bidder(s).
- f) The payment shall be processed once the bidder submits acceptance of LoA and signs the Contract agreement.



- g) Quarterly invoice to be raised by the selected Bidder post submission and approval of Quarterly Audit report by CESL, for each of the financial year.
- h) The payment will be made to the bidder within 30 days after submission of Invoices complete in all respect i.e. with all the required documents and compliance of relevant terms and conditions of the LoA.

Other terms and conditions related to payment terms:

- i) At the time of payment of bills, the income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- i. Further, for availing the benefit of lower income tax rates supplied from outside the Purchaser's country, Supplier shall provide Income Tax Clearance Certificate (ITCC)/ Tax Residency Certificate or any other relevant document/certificate as per prevailing law, from concerned tax authorities for claiming lower tax deduction, if any.
- j) In case of default in statutory payments/compliances, CESL reserves the right to hold the payment unless the same is not furnished.
- k) The payment shall be processed only upon receipt of the Acknowledgement of LoA and signing of contract agreement (if applicable). (ii) Submission of GST compliant Invoice, (iii) submission of CPG as per tender documents in addition to deliverable documents.
- l) The Consultant/Agency must submit all the documents/reports as per the deliverables of this tender document. If work is not completed within the timelines as mentioned in the Scope of Work/ Deliverable or as provided by CESL, then respective payments will be done after deductions of the LD (Liquidated Damages) amount as per the relevant LD clause or other amounts as per terms & conditions.
- m) The amount will be payable in Indian Rupees as per payment milestones/ terms after successful completion of services rendered as per the deliverables mentioned in scope of work.
- n) No advance payment shall be made.
- o) Agency will raise/submit GST Invoice as per prescribed format in GST law or as per the law for the time being in force, only after compliance of Payment Terms and its certification by CESL Officer in charge (OIC) or its authorized representative.
- p) The Fee shall be inclusive of all charges except applicable GST, which shall be paid extra. Taxes should be indicated separately on the invoice.
- q) The Successful Party/ bidder should strictly follow all payment compliance of GST and other tax compliances. Payment shall be released upon the passing of GST- ITC to CESL within prescribed timeframe in GST Law and after deduction of all applicable Taxes (Direct and indirect).
- r) The payment will be made within 30 days from compliance of Payment Terms as mentioned above. If the invoice is incomplete in any respect or if there is any non-compliance with relevant Terms & Conditions of LOA, counting of 30 days' due date shall start from the date of submission of all necessary documents provided relevant terms & conditions of LOA have been fulfilled.

Payment towards Taxes and Duties

Employer is liable for and shall pay only applicable GST on various components of prices. Suppliers are required to quote their prices inclusive of all taxes and duties except



of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the contract.

11.5 After receiving Letter of Award, successful Agency shall sign & seal the Confidentiality Undertaking as per **Attachment-D** prior to signing of Contract Agreement.

12. **Liquidated Damages:** In case of any delay by the Agency beyond the stipulated Completion Period given at sl. no. 4 above, including any extension permitted in writing, CESL reserves the right to recover from the Agency a sum equivalent to 0.5 % of the total Contract value + GST (as applicable) for delay per week and part thereof, subject to a maximum of 5 % of the total value of the contract + GST (as applicable). **For the avoidance of doubt, the right to levy Liquidated Damages is without prejudice to other right and remedies available to CESL and is in addition of the right to terminate this Agreement, at risk and cost of the Agency.**

13. Liability of the Agency

13.1 Any mistake or inadequacy appear in the documents submitted by the Agency, the Agency shall perform at its own initiative and no extra cost to CESL, all such services as shall be necessary to remedy the said mistake or inadequacy.

13.2 The Agency shall be further liable for the consequences resulting from errors and commissions due to negligence or from inadequacy on its part or on the part of its employees or associates or experts to the extent of the fees actually paid or payable to the Agency.

13.3 Agency shall indemnify and hold harmless CESL against any and all claims, demands, and/or judgements of any nature brought against CESL arising out of the services by Agency and its staff under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.

14. Termination

14.1 Termination for Defaults:

14.1.1 The CESL may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, terminate the contract in whole or in part:

- a) if the Agency fails to deliver any or all of the services within the time period(s) specified in the contract or any extension thereof granted by the owner in writing.
- b) if the Agency fails to perform any other obligation(s) under the contract; or
- c) if the Agency in either of the above circumstances, does not cure its failure within a period of 30 days after receipt of the default notice from the owner.

14.1.2 In the event of owner terminating the contract in whole or in part, pursuant to clause 14.1.1. the owner may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered and the Agency shall be liable to the owner for any excess costs for such similar services subject to limitation of liability applicable under Clause 12 above. However, the Agency shall continue performance of the contract to the extent not terminated.

14.2 Termination for Convenience

14.2.1 The owner may be giving written notice to the Agency, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the



termination is for owner's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.

14.2.2 The services that are completed and ready for final submission within thirty days after the Agency receipt of notice of termination shall be accepted by the owner at the contract terms and prices. For the remaining services, the owner may elect:

- a) to have any portion completed and delivered at the contract terms and provisions and /or
- b) to cancel the remainder and pay to the Agency an agreed amount for partially completed services.

14.3 Termination for Insolvency

14.3.1 The owner may at any time terminate the contract by giving written notice to the Agency, without compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the owner.

15. Force Majeure

15.1 Force Majeure is hereby defined as any cause which is beyond the control of Agency or the owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of contract such as:

- a) Natural phenomena including but not limited to floods, droughts, earthquakes and epidemics.
- b) Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes provided either party shall within 15 days from the occurrence of such a cause notify the other in writing of such causes.

15.2 Agency or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Agency performance of their obligations has been delayed for other causes.

16 **Settlement of Dispute:** Agency and CESL agree that avoidance or early resolution of disputes is crucial for smoothly executing the contract and completing the assignment. The Contract shall be governed by and interpreted in accordance with the laws in force in India. The courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

16.1 Dispute Resolution

16.1.1 If any dispute of any kind whatsoever shall arise between the CESL and the Agency in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities—whether during the progress of the Facilities or after their completion and whether before or after the termination,



abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation within 30 (thirty) days from the date commencement of such mutual consultation, then the dispute shall be referred in writing by either party to the Arbitration as per the provision provided in the Agreement.

16.2 Arbitration

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

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

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

Any dispute or differences arising out of or touching this Agreement if not resolved amicably within 30 days of raising such dispute or difference and subject to cure period as provided in the Agreement; shall be referred to the Arbitration, of single arbitrator mutually agreed between the Parties. In case the parties fail to agree upon single arbitrator then, either of the party may approach a competent court for the appointment of the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any and all amendment thereunder. The decision of the arbitral tribunal shall be final and binding on the Parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and any and all amendment thereunder. The language of arbitration shall be English, cost of arbitration shall be borne equally by the Parties and the venue of arbitration shall be Delhi, India. Notwithstanding any reference to the Arbitration herein, parties shall continue to perform their respective obligations under the Contract, except for the matter under dispute pursuant to Arbitration proceedings.

16.3 Notwithstanding any reference to the Adjudicator or arbitration herein:

- the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

- the CESL shall pay the Agency any monies due to the Agency, except to the extent under dispute.

17. Action by CESL if L1 backs out:

- After emerging as a successful bidder(s), if the bidder backs out, the bidder will be put on the holiday list of CESL for a period of one year. During this tenure, the bidder will be barred from participation in the CESL tendering process. However, the bidder(s) has to continue the unexecuted work of the other prevailing work if any under the current running contracts. Simultaneously, the EMD submitted by such bidder against the subject tender will be forfeited. If the bidder(s) is exempted from submission of EMD, then the EMD amount will be adjusted from the payments due to the contractor against other running contracts. If there is no running contract of the bidder / no payment dues of the bidder, then CESL reserves the right to take any legal remedy as deemed fit to recover the penalty equivalent to the EMD amount through legal means.
- If any bidder backs out after the contract agreement, CESL reserves the right to forfeit the Security Deposits / Contract Performance Security.

18. For any correspondence during tendering stage, please contact the following:

Sh. Ashim Bhattacharya (Head-Contracts),
Sh. Amit Sood (Head- Commercial),
Sh. M Venugopal (Manager- Contracts),
Sh. Deepak Mittal (Dy. Manager - Contracts),
Convergence Energy Services Ltd.
E-mail: abhattacharya@eesl.co.in, head-comrec.cesl@eesl.co.in,
mvenugopal@eesl.co.in, dmittal@eesl.co.in



Annexure - I

Attachment-1
BID FORM (FORMAT OF APPLICATION)

To,
Chief General Manager/Head (Contracts)
Convergence Energy Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-III, 2nd Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Subject: -

Date: -xx-xx-xxxx

Dear Sir,

1.0 With Reference to your subject IFB/RfP, we are pleased to submit our bid/proposal for **Appointment of Internal Auditors of CESL for FY 2024-25 & 2025-26** as detailed below:

2.0 Envelope 1:

- (a) Attachment 1: Bid Form
- (b) Attachment 2: Power of Attorney
A power of attorney, duly notarized, indicating that the person(s) signing the Proposal has(ve) the authority to sign the Proposal and other documents and thus that the Proposal is binding upon the Bidders. Further, Bidders shall furnish copy of certificate of incorporation of the Company.
- (c) Attachment-3 (Bid Security/Earnest Money Deposit (EMD) (*original instrument in sealed cover*)
- (d) Attachment 4: Certificate of Incorporation/Registration in India as per applicable act/law
- (e) Attachment 5: Certificate regarding various compliances
- (f) Attachment 6: An undertaking regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India”

3.0 Envelope 2: Price Bid

3.1 We confirm that we have quoted as per instructions and terms and conditions of tender/RfP documents. Further, it is certified that in line with clause 4 of RfP Documents no conflict of interest exists as on date and if in future such a conflict of interest arises, we will intimate the same.

3.2 We declare that the prices left blank in the price schedule/price bid will be deemed to

Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
2b0df90330ce06ba7e403d2817307f0d63, ST=TELANGANA, O=D.2.5.4.17=50
0033, O=D.2.5.4.20=19798cc72c9a25ba1e90ed13c2091051670621e301
0b384b98a1
VICES LIMITED
User ID : invenugopal
Serial No : 1730C1E



have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes & duties except applicable GST. The GST shall be paid extra at actual.

- 4.0 We further declare that additional conditions, variations, deviations, if any, found in the proposal save those pertaining to any rebates offered, shall not be given effect to.
- 5.0 We undertake, if our bid is accepted, we shall commence the work immediately upon your Letter of Award to us, to achieve completion of work within the time specified in the bidding documents.
- 6.0 We agree to abide by this bid for a period of 90 days from the date of opening of bids as stipulated in the RfP documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 7.0 If applicable, until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Award shall constitute a binding contract between us.
- 8.0 We understand that you are not bound to accept the lowest or any other bid you may receive.
- 9.0 We further confirm the following:

a. We are Micro/ Small Enterprise company as per relevant notification/order of Ministry of MSME	Yes: <input type="checkbox"/>
	No: <input type="checkbox"/>
b. We have submitted requisite Micro and Small Enterprises (MSE) registration certificate along with our proposal/bid	Yes: <input type="checkbox"/>
	No: <input type="checkbox"/>

- 10.0 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 without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated -----

NAME/S & AUTHORIZED
SIGNATORIES
ADDRESS:
MOBILE NO.:
LAND LINE NO.:



Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
2b0df90330ce06ba7e403d2817307f0d63, ST=TELANGANA, OID.2.5.4.17=50
0033, OID.2.5.4.20=19798cc72c3a25ba1e90ed13c2091051610021e301
0b384b988a
VICES LIMITED
User ID : invenugopal
Serial No : 1730C1E

Our correspondence details are:

1	Name of the bidder	
2	Address of the bidder	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone (with STD code)	
7	E-Mail of the contact person	
8	Fax No. (with STD code)	
9	GST No. of the bidder	





Attachment-2

Tender Document No/Package No:

Dated:

Package Details.....

POWER OF ATTORNEY

BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT



Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
0033, OID.2.5.4.20=19798cc72c9a250a1e90ed13c2091051670021e301
0b384b9987
VICES LIMITED
User ID : invenugopal
Serial No : 1730C1E

Annexure-II

Attachment-3
(Bid Security and Earnest Money Deposit)

Form for Submitting BG Format in lieu of EMD.

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No.

Date.....

To,
Chief General Manager/Head (Contracts)
Convergence Energy Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-III, 2nd Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Dear Sir(s),

In accordance with invitation for bids under your bidding document/package no.....dated.....M/s.....
.....having its registered/head office at.....(here in after called “Bidder”) wish to participate in the said bid for (name of package)

We, the (Name and address of the bank),
having our head office at guarantee and undertake to pay immediately on demand by Energy Efficiency Services Limited, the amount of without any reservation, protest, recourse. Any such demand made by the employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

The Guarantee shall be irrevocable and shall remain valid upto If any further extension of guarantee is required, the same shall be extended to such period (not exceeding one year) on receiving instructions from..... (Bidder’s Name) _____, on whose behalf guarantee is issued.

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this.....day of20.....at.....

Witness:

Signature:
Name:
Official address:

Signature:
Name:
Designation with Bank Stamp
Authorized vide
Power of Attorney no.
Date



NOTE:

- Bid Security amount shall be as specified in the IFB/ITB.
The complete mailing address of the Head Office of the Bank is to be given. The bank guarantee validity date shall be forty-five (45) days after the last date for which the bid is valid.
- The Stamp Paper of appropriate value shall be purchased in the name of the guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.
- While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.

BANK GUARANTEE CHECK LIST

1	Bank Guarantee No.	
2	Issuing Bank	
3	Nature of BG & No. of Pages	
4	Validity of BG	
5	Package Description	
6	Party & Contracts ref.	Name, Address, Tel, Fax, E—mail
7	Bank Reference	

CHECK LIST

Sl. No.	Details of Checks	YES / NO
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also, the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation and Power of Attorney No. / Signing Power no. etc., on the BG?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full	



	particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the proforma prescribed in the bid documents?	
g)	In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of CESL in any manner)?	
h)	In case of deviations in text of BG, which materially affect the right of CESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No. LoA/Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	

ANNEXURE-A

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	19.	Canara Bank



63.	The Bank of Tokyo-Mitsubishi UFJ Limited.	79.	Arab Bangladesh Bank
64.	Calyon Bank	80.	Cho Hung Bank
65.	BNP Paribas	81.	China Trust Bank
66.	Barclays Bank	82.	Mizuho Corporate Bank Ltd.
67.	Citi Bank	83.	Krung Thai Bank
68.	Deutsche Bank	84.	Antwerp Diamond Bank N.V. Belgium
69.	The Hong Kong and Shanghai Banking Corporation Ltd.	85.	Internationale Nederlanden Bank N.V. (ING Bank)
70.	Oman International Bank	86.	Bank of China Ltd.
71.	SocieteGenerale		

• **PUBLIC SECTOR BANK**

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

Note: Any Addition/Deletion/Modification/ in Bank list shall be as per changes in second schedule List of above categories of Bank by RBI from time to time.



Attachment-4

Certificate of Incorporation/Registration in India as Per Applicable Act/Law

Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
0033, OID.2.5.4.20=19798cc72c9a250a1e90ed13c2091051670021e301
0b384b9987
VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
EESL ENERGY EFFICIENCY SERVICES LIMITED
User ID : invenugopal
Serial No : 1730C1E



Attachment-5

CERTIFICATE FOR VARIOUS COMPLIANCES

- 1.0 We hereby certify that we understand that the Scope of Work and requirement of this Request for Proposal is indicative only and not exhaustive in any manner and we understand the requirement of CESL, accordingly, services shall be executed in line with the requirement of the CESL. We undertake to be the single point of contact for CESL and shall be solely responsible for all activities and work.
- 2.0 We hereby certify that we are Class-I Local Supplier (in line with relevant Government of India notifications/orders/circulars etc.) and all the services (100%) to be provided for the subject Consultancy assignment shall be sourced from within India.
- 3.0 We hereby attach the duly signed and stamped bid document as an acceptance of bid specifications and terms & conditions with the technical bid. It is certified that no conflict of interest in line with clause 4 of the RfP Documents exists as on date and if in future such a conflict of interest arises, we will intimate the same.
- 4.0 We certify that we have not been black-listed/debarred/dis-qualified by any regulatory/statutory body/ Central/State/UT Government or any Public sector entities for tendered services. We further certify that we have read the contents of the Fraud Prevention Policy of CESL (available on website of CESL i.e., www.convergence.co.in) and undertake that we along with our associate / collaborator /sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of CESL.

We certify that we are not under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of General Financial Rules for giving false declaration of local content.

- 5.0 Further, we certify that we shall comply with the Scope of work and requirements and the Request for Proposal's terms and conditions completely and there are no deviations of any manner and/or sort and/or kind in this regard from my/our side and the fee/charges quoted by us are in accordance with the terms and conditions laid down in the RfP No. ____ dated __/ __/2020 of the Company and are unconditional.

(The certificate should be signed by the authorized signatory of the Bidder.)

Note: The content of the certificate must not be changed. Clarification, if any, may be provided separately in line with the provisions of the RfP Documents.



Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
0033, OID.2.5.4.20=19798cc72c19a259a1e90ed13c2091051878021e301
0b384b98a1c2c19a259a1e90ed13c2091051878021e301
VICES LIMITED
User ID : invenugopal
Serial No : 1730C1E

Annexure-IV

Attachment-6

Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)

- 1.0 We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding “Restriction under Rule 144(xi) of General Financial Rules” and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding “Exclusions from Restriction under Rule 144(xi) of General Financial Rules” issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively “DoE Order”] and any subsequent modifications/Amendments, if any.
- 2.0 Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a ‘Bidder of a country which shares a land border with India’ and on subcontracting to contractors from such countries.
- 3.0 We certify that we, the bidder is not from such a country or, if from such a country, has been registered **as per provisions of the requisite Order/Circular/Document** with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be attached.*]
- 4.0 We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of RfP Documents and/or CESL’s policy and procedures.

Date:

Printed Name:

Place:

Designation:

Sign & Stamp:

Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
0033, Oid.2.5.4.20=19798cc72c19a250a1e90ed13c2091051670621e301
0b384b9881
VICES LIMITED
User ID : invenugopal
Serial No : 1730C1E

Appointment of Internal Auditors of CESL for FY 2024-25 & 2025-26

Page 27



Tender Conditions applicable for MSE and Start-ups

In case MSE bidders are exempted from submission of Bidding Document fee & Bid Security as per Clause No 1.4 & 2.4 of ITB Section-2, respectively, then bidder has to submit copy of valid ‘Udyam Registration Certificate’ in Envelop-1 for the purpose of Evaluation. **Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents and Bid Security/EMD as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. Such registration should be prior to the deadline for submission of Bids.**

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

Type of tender	Price quoted by MSE	How the tender shall be finalized
Can be split	L1	Full Order on MSE subject to tender evaluation condition
Can be split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

2.1 Where the tendered quantity can be split: In a bid, if prices quoted by participating Micro and Small Enterprises (MSEs) fall within the price band of L1+15%, such MSE shall also be allowed to supply 25% of the total tendered quantity by bringing down their prices to L1 prices. In case of more than one such MSE (L1+15%) the



supply shall be shared proportionately (to tendered quantity), subject to the condition that such MSEs match the L1 price. Further, 4% out of above 25% shall be from MSEs owned by SC/ST entrepreneurs & 3% out of above shall be from MSEs owned by women entrepreneurs. This quota is to be transferred to the general category MSEs in case of NON-availability of MSEs owned by SC/ ST entrepreneurs & Women entrepreneurs respectively.

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

2.3 MSE owned by SC/ST is defined as:

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

2.4 MSE owned by Women is defined as:

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

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

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

Category of tender	Past experience	Average Turn Over	Award Philosophy
Can be split as per tender conditions	25% of total experience as required for general bidders	25% of total ATO as required for general bidders	(a) If MSE is L1, order will be given as per split criteria in order of ranking as defined in the tender document which could be greater than 25%. The treatment for award will be same for MSE



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



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



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

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

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

Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50053, Oid.2.5.4.20=19798cc72c9a259a1e90ed13c2091051870621e3010b384b98a21
VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50053, Oid.2.5.4.20=19798cc72c9a259a1e90ed13c2091051870621e3010b384b98a21
User ID : mvenugopal
Serial No : 1730C1E



- i Not prior to seven years, however for Biotechnology Start-ups not prior to ten years,
- ii With annual turnover not exceeding INR 25 crore in any preceding financial year, and
- iii Working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.
- iv Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence. Provided also that an entity shall cease to be a Start-up if its turnover for the previous financial years has exceeded INR 25 crore, or it has completed 7 years and for biotechnology start-ups 10 years from the date of incorporation/ registration.

Note: For Start-up firms, Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E), and subsequently issued notifications will be considered.

NOTES: -

- a) In case where tender quantity can be split and MSE bidder is already getting order more than 25% of the tender value, no additional purchase preference is required to be given in that tender.
- b) In case MSE bidder is already getting order for less than 25% of the tender quantity, purchase preference to this and other MSE vendor (together) shall be given only up to the differential quantity to make total as 25% to MSE vendor subject to L1+15% and price matching.
- c) Public Procurement policy is meant for procurement of goods produced and services rendered by Micro and Small Enterprises. The preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
- d) The eligibility of MSE bidders for any other benefits/relaxations for MSE bidders indicated in Tender documents shall be as indicated in the above “Tender conditions for Benefits/Preference for Micro & Small Enterprises (MSEs).”
- e) If bidder submits EMD/ Bid security fee and MSE certificate along with the offer, then the bidder will be treated as general bidder and no relaxation will be given to such bidders pertaining to MSE’s.
- f) The registration certificate must be valid as on bid closing date of the tender. Bidder shall ensure validity of certificate in case bid closing date is extended. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate till the end date of bid submission, are not eligible for any exemption/preference and will not be considered. Such offers will be treated as offers received without EMD and out rightly rejected.
- g) Traders, resellers, distributors, and agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
2b0df90330ce06ba7e403d28173070d63, ST=TELANGANA, OID.2.5.4.17=50
0033, O=D, C=IN, OU=ENERGY EFFICIENCY SERVICES LIMITED, SERIALNUMBER=6255ef467faddea6ed041d61af
0b384b98a4f39c472c9a25b9a1e90ed13c2091051870621e301
VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
User ID : invenugopal
Serial No : 1730C1E



Attachment – A
General Instructions to the Bidder and To Do List

(A) Instructions to Bidders

- i) Formats of Application (to be submitted as Packet-II to the Envelope-1) must be filled in along with all requisite documents/undertaking/schedules and should be submitted/uploaded on <https://cesl.eproc.in/>. Incomplete applications are liable to be rejected. Packet-I to the Envelope-1 is required to be submitted in Hard (in Original).
- ii) The bidder shall furnish, as part of its bid, a bid security in a separate envelope (sub clause 5.4.1). The bid security shall, at the bidder's option, be in the form of a Banker's cheque, Demand Draft in favour of "Convergence Energy Services Limited" payable at New Delhi or a bank guarantee as per format in Attachment-3. Bid security/EMD shall remain valid for a period of 45 days beyond the original bid validity period. If there is any extension in bid validity period, then CESL may ask the bidder to extend the validity of bid security.

Any bid not accompanied by an acceptable bid security shall be rejected by CESL as being non-responsive. The bid security of a consortium must be in the name of all the partners in the consortium submitting the bid. If lead partner is mentioned in case of consortium, then bid security can be in the name of lead partner.

The bid securities of unsuccessful bidders will be returned as promptly as possible after the award is made to lowest evaluated bidder.

The bid security of the successful bidder will be returned when the bidder has signed the contract agreement and has furnished the required performance security.

Please note that for Tender Conditions inter alia including exemption of tender fee, Bid Security etc. applicable for MSE and Start-ups, please refer **Flag-A**:

The bid security may be forfeited if:

- a) If the bidder withdraws its bid during the period of bid validity as specified in the bid / RFP document.
- b) If the bidder does not accept computational/arithmetical error correction made by CESL and as explained in clause 6.2 of the Bid/ RFP document.
- c) If the bidder does not accept assumptions, estimations etc. used for evaluation of bids as specified by CESL in tender documents and revision of his bid accordingly, in case other assumptions are used. If the bidder does not accept the sharing as specified in the bid.
- d) If the Bidder refuses to withdraw, any deviation found elsewhere in the bid; or
- e) In the case of successful bidder, if the bidder fails within the specified time limit:
 - To sign the contract agreement within 28 days of placement of LoI/Award letter.



- To furnish the required performance security, in accordance with the tender document.
- iii) The subject procurement will be done through e-tendering. The NIT is available on the website <https://cesl.eproc.in/> or could be viewed after following the link of 'e-Tendering' on CESL's website's Home Page, i.e., www.convergence.co.in
- iv) Important Instruction for participation in the e-Bidding:

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

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

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

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

Steps for Registration on CESL's E-Procurement Portal

- (i) Open portal by entering URL <https://cesl.eproc.in> in internet explorer.
- (ii) Download and read 'System Requirement Manual' and Registration Manual from our e-tendering portal <https://cesl.eproc.in>
- (iii) Click on 'Login/Sign Up' link and then Registration link for new registration.
- (iv) Fill all mandatory fields and click on submit button.
- (v) Login with the user id and password you have created. You will be redirected to a page where you have to enter your challenge phrase which is received in your registered email id.
- (vi) Register your class-III Signing and Encryption Digital Signature Certificate (DSC).
- (vii) Fill all mandatory fields of Common Info form and upload scan copy of your DD (in favour of "Convergence Energy Services Limited", Delhi) in PDF format of INR 5,000/- and click on save and send the original DD to CESL, Delhi office, Covering Letter on your letter head pad and print out of page regarding registration of approval (automatically generated on screen).
- (viii) Also read the instructions given under E-tendering link available at home page of CESL website www.convergence.co.in.



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

4.3 (A) Digital Signature Certificate:

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

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

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

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

- i) All Request for Proposals will be evaluated on the basis of the documents furnished along with applications only. No further documents (except for documents indicated in clause 5.8 of the Request of Proposal and any other document of historical nature) will be called for during the scrutiny of the Request for Proposals. Any additional document received, after last date & time of receiving the Request for Proposals as stipulated in the Notice Inviting Request for Proposals, will not be entertained.
- ii) Since, all the applications will be evaluated strictly on the basis of Criteria as per clause 4, 5 and 6 of the Request of Proposal, please avoid attaching unsolicited information/documents to enable expeditious processing of applications.
- iii) All submitted documents must be signed by the authorised signatory with his name and under the seal of the Bidder.
- iv) Applications sent through Post, Telegram, Telex, Fax will not be considered.
- v) A copy of complete Request for Proposal document duly signed and sealed as a token of acceptance of all terms and conditions.

(B) List of documents to be submitted along with the Applications:

Interested Bidder are advised to go through contents of the Request for Proposal documents carefully and submit all attested copies of the following documents in proper sequence along with the Application as described hereinafter:

1. Registration certificate/certificate of incorporation of the Bidder. Details of Head Office & Branch Office(s), details of partners, etc.
2. Detailed profile of the core and support teams (Deal Team) (with CVs of each team member detailing qualification and relevant experience) that will be deployed on the assignment.
3. Copy of audited Annual Report.
4. Copy of PAN Card and GST Registration.
5. A cancelled cheque form of the Bank account in which the Bidder fee payments will be made in case of appointment.



Attachment – B

Letter of Award

[Format for Letter of Award to be issued to successful Agency on letterhead paper of the Employer]

Ref. No.:

Date:

.....(*insert Agency's Name & Address*)

.....

.....

.....

Attn : Mr.....

Sub. : Letter of Award for (*insert name of the Tender*) Specification No.:
.....
Limited Tender Invitation. (Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 RfP documents for the subject package issued to you vide our letter Ref. No. dated,

1.1.1 Amendment/Errata No. to RfP Documents issued to you vide our letter no. dated
(*Applicable only if any Errata/Amendment to the RfP Documents has been issued subsequently*)

1.1.2 Clarifications to the RfP Documents, pursuant to pre-Proposal conference held on, issued to you vide our letters no. dated (*Use as applicable*)
(*Applicable only if any clarification to the RfP Documents has been issued subsequently*)



Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
2b0df90330ce06ba7e403d28173070d63, ST=TELANGANA, OID.2.5.4.17=50
0033, OID.2.5.4.20=19798cc72c9a250a1e90ed13c2091051610621e301
0b384b988a
VICES LIMITED
User ID : invenugopal
Serial No : 1730C1E

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE AGENCY AFTER ISSUANCE OF RfP DOCUMENTS UP TO PROPOSAL OPENING)

- 1.2 First envelope of your Proposal submitted for the subject package under Proposal reference no. dated was opened on (Use as applicable)
- 1.3 Intimation for Opening of Second Envelope issued to you vide our letter no. dated
- 1.4 Second Envelope of your Proposal under proposal reference no. dated was opened on.....(Use as applicable)
- 1.5 (to be inserted if applicable) Post bid discussions we had with you on various dates from to resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (LoA)-1 with this Letter of Award.

2.0 AWARD OF CONTRACT AND ITS SCOPE

2.1 We confirm having accepted your Proposal (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the RfP Documents (referred to at para 1.2, 1.2.1 & 1.2.2 [modify as applicable] above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above), and award on you the Contract for (insert name of the Tender) The scope of work inter-alia includes..... (Indicate brief Scope of Work) as detailed in the documents referred hereinabove.

The scope of work under this Letter of Award (LoA) shall also include all such items which are not specifically mentioned in the RfP Documents and/or your Proposal but are necessary for the successful completion of your scope under the Contract for (insert name of Tender), unless otherwise specifically excluded in the RfP Documents or in this LoA.

3.0 CONTRACT PRICE

3.1 The total Contract Price for the entire scope of work under this Contract shall be (Specify the currency and the amount in figures & words) as per the following break-up:



Sl. No.	Item Description	Amount
1	Lumpsum Proposal Price or Fee for complete scope of the work as per RfP documents	
2	Total	

- 3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.
- 4.0 All the bank guarantees shall be furnished from an eligible bank as described in the RfP Documents.
- 5.0 The schedule for Completion of entire scope of works covered under (*insert name of Tender*) shall be ... (*indicate the completion schedule*) months from the date of issue of this Letter of Award for all contractual purposes.
- 6.0 This Letter of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Letter of Award.
- 7.0 If applicable, you shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Letter of Award.
- 8.0 This Letter of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of

.....(*Name of the Employer*).....

(*Authorized Signatory*)

Enclosures:

- a) RfP Documents as mentioned at sl. no. 1.1



Attachment-C

Contract Agreement (If Applicable)

[Format for Contract Agreement to be signed between successful Agency and Employer on INR 100/- non-judicial Stamp Paper]

CONTRACT AGREEMENT BETWEEN(Name of Employer) AND M/s. (Name of Agency)

THIS CONTRACT AGREEMENT No. (also referred to as ‘Contract’) is made on the day of 20.....

BETWEEN

(1)(Name of Employer)..... a company incorporated under the laws of Companies Act 1956 and having its Registered Office at(registered address of the Employer) and its Corporate Office at(address of the Employer)..... (hereinafter called "the Employer" and also referred to as “.....(insert abbreviated name of the Employer)”)

and

(2) M/s(Name of Agency), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(Address of Agency) and Registered Office at(Registered address of Agency) (hereinafter called "the Agency" /"the Agency" and also referred to as “.....(insert abbreviated name of the Agency)”).

WHEREAS the Employer desires to engage the Agency for (Indicate brief scope of work) for the complete execution of the (insert name of Package along with name of the Project)..... as detailed in the Contract Document, and the Agency has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between the Employer and the Agency, and each shall be read and construed as an integral part of the Contract:

Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=500033, Oid.2.5.4.20=19798cc72c9a250a1e90ed13c2091051670621e3010b384b988a
VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=500033, Oid.2.5.4.20=19798cc72c9a250a1e90ed13c2091051670621e3010b384b988a
User ID : invenugopal
Serial No : 1730C1E



VOLUME – A

1. This Contract Agreement and the Appendices thereto.
2. Letter of Award Ref. No. dated

VOLUME – B

3. Complete “RfP Documents” read in conjunction with Amendments to to the RfP Documents.

VOLUME – C

4. Proposal Submitted by the Agency.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Proposal along with the enclosures thereof, shall be referred to).

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference Conditions of Contract Clause 1.0.1)

- 1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price

The Employer hereby agrees to pay to the Agency the Contract Price in consideration of the performance by the Agency of its obligations hereunder. The Contract Price shall be the aggregate of (*amount in words*) (*.....(amount in figures) (amount in figures)*), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract price is as under:

Sl. No.	Item Description	Amount
1	Lumpsum Proposal Price or Fee for complete scope of the work as per RfP documents	



Sl. No.	Item Description	Amount
2	Total	

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

2.2 Terms of Payment (Reference Conditions of Contract Clause 13.0.0)

The terms and procedures of payment according to which the Employer will reimburse the Agency are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference Conditions of Contract Clause 1.0.1)

The Time of Completion of entire scope of work shall be determined from the date of the Letter of Award i.e., from

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

- Appendix 1 Terms and Procedures of Payment
- Appendix 2 Price Adjustment
- Appendix 3 Time Schedule
- Appendix 4 Contract Co-ordination Procedure

IN WITNESS WHEREOF the Employer and the Agency have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and
on behalf of the Employer

Signed by for and
on behalf of the Agency

.....
Signature

.....
Signature

.....

.....

Title

Title

in the presence of

in the presence of



Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
0033, Oid.2.5.4.20=19798c72c3923591e90ed13c2091051670621e301
0b384b98af
VICES LUMBER
User ID : invenugopal
Serial No : 1730C1E

Appendix-1 to Contract Agreement

TERMS AND PROCEDURES OF PAYMENT

1. The bidder(s) shall need to mandatorily register with the relevant Tax authority(ies) for the LoA items (services, where applicable), and furnish a photocopy of their tax registration certificate and PAN along with each invoice.
2. Deposits of all statutory taxes, levies, etc. to Government authorities shall be the sole responsibility of the bidder(s) and the bidder(s) shall indemnify CESL for any tax claims / problems, etc. with the statutory authority / Government or State authorities.
3. The payments shall be made to the Selected Bidder(s) after completion of audit and receipt of tax invoice, with all the requisite documents (such as copy of Job Card/assembly card/, Warranty Certificate, payment receipt, etc., as the case maybe) for the issued Purchase/Work Order.
4. The Selected Bidder shall provide Contract Performance Guarantee (CPG) as mentioned in the LoA to CESL within twenty-eight (28) days of receipt of the LOA.
5. No interest shall be paid by CESL on the amounts of the bank guarantee(s) submitted by the bidder(s).
6. The payment shall be processed once the bidder submits acceptance of LoA and signs the Contract agreement.
7. Quarterly invoice to be raised by the selected Bidder post submission and approval of Quarterly Audit report by CESL, for each of the financial year.
8. The payment will be made to the bidder within 30 days after submission of Invoices complete in all respect i.e. with all the required documents and compliance of relevant terms and conditions of the LoA.

Certification by Project manager/ Engineer in Charge.

Other terms and conditions related to payment terms:

- s) At the time of payment of bills, the income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- i. Further, for availing the benefit of lower income tax rates supplied from outside the Purchaser's country, Supplier shall provide Income Tax Clearance Certificate (ITCC)/ Tax Residency Certificate or any other relevant document/certificate as per prevailing law, from concerned tax authorities for claiming lower tax deduction, if any.
- t) In case of default in statutory payments/compliances, CESL reserves the right to hold the payment unless the same is not furnished.
- u) The payment shall be processed only upon receipt of the Acknowledgement of LoA and signing of contract agreement (if applicable). (ii) Submission of GST compliant Invoice, (iii) submission of CPG as per tender documents in addition to deliverable documents.
- v) The Consultant/Agency must submit all the documents/reports as per the deliverables of this tender document. If work is not completed within the timelines as mentioned in the Scope of Work/ Deliverable or as provided by CESL, then respective payments will be done after deductions of the LD (Liquidated Damages) amount as per the relevant LD clause or other amounts as per terms & conditions.



- w) The amount will be payable in Indian Rupees as per payment milestones/ terms after successful completion of services rendered as per the deliverables mentioned in scope of work.
- x) No advance payment shall be made.
- y) Agency will raise/submit GST Invoice as per prescribed format in GST law or as per the law for the time being in force, only after compliance of Payment Terms and its certification by CESL Officer in charge (OIC) or its authorized representative.
- z) The Fee shall be inclusive of all charges except applicable GST, which shall be paid extra. Taxes should be indicated separately on the invoice.
- aa) The Successful Party/ bidder should strictly follow all payment compliance of GST and other tax compliances. Payment shall be released upon the passing of GST- ITC to CESL within prescribed timeframe in GST Law and after deduction of all applicable Taxes (Direct and indirect).
- bb) The payment will be made within 30 days from compliance of Payment Terms as mentioned above. If the invoice is incomplete in any respect or if there is any non-compliance with relevant Terms & Conditions of LOA, counting of 30 days' due date shall start from the date of submission of all necessary documents provided relevant terms & conditions of LOA have been fulfilled.

Payment towards Taxes and Duties

Employer is liable for and shall pay only applicable GST on various components of prices. Suppliers are required to quote their prices inclusive of all taxes and duties except applicable GST. The Input Tax Credit (ITC) available, if any, under the GST Law as per the relevant Government policies wherever applicable shall be taken into account by the Implementing Partner while quoting bid price. CESL's liability shall be only for applicable GST.

No increase in Taxes and Duties (in case of change), which are payable as per the Contract, shall be allowed beyond the original delivery/ Installation dates unless specifically stated in the Time Extension Letter, if any, issued by the Employer. The Employer will, however, be entitled to any decrease in the Contract Price which may be caused due to lower payable Taxes and Duties amount in case of delivery of Goods/ Installation beyond the original delivery/Installation dates. Therefore, in case of delivery of Goods/Installation beyond the original delivery/ Installation dates, the liability of the Employer shall be limited to the lower of the payable Taxes and Duties amount which may work out either on schedule date or actual date of dispatch of Goods/ Installation.

Notwithstanding anything above or elsewhere in the contract, in event that input Tax credit of the GST charged by the supplier, is denied by the tax authorities to the employer for reasons associated with non-compliance/incorrect compliance by the supplier, the employer shall be entitled to recover such amount from the supplier by way of adjustment from any of the subsequent invoices submitted by the supplier to the employer. In addition to the amount of GST, the employer shall be entitled to recover interest and penalty, in case any interest/or penalty is imposed by the tax authorities on the employer for incorrect/wrong availing of input tax credit. The employer shall determine whether the denial of credit is linked to the non-compliance/indirect compliance of the supplier and the said determination shall be binding on the supplier.

Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
2b0df90330ce06ba7e403d2817307f0d63, ST=TELANGANA, OID.2.5.4.17=50
0033, OID.2.5.4.20=19798c72c39239a1e90ed13c2091051670621e301
0b384b988a
VICES LIMITED
User ID : mvenugopal
Serial No : 1730C1E





Appendix-2 to Contract Agreement

PRICE ADJUSTMENT

The Contract price shall remain **FIRM** and **FIXED** and shall not be subject to Price adjustment for the entire duration of the Contract, in accordance with the provisions of the RFP documents.



Signature :-
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0b384b98a
VICES LIMITED
User ID : invenugopal
Serial No : 1730C1E

Appendix-3 to Contract Agreement

TIME SCHEDULE

3.1 Below are the Deliverable and frequency and timing of reporting from the date of issuance of Notice to Proceed (NTP)

- a) Methodology, Risk based internal audit plan and Audit universe for the year under audit- One time within 4 (four) weeks from the date of award of work.
- b) Risk measurement and assessment framework- One time within 4 (four) weeks from the date of the award of work.
- c) Internal audit report – as detailed below:
- d) Management Action Point and Suggestion for improvement in IFC system- should be part of the Internal Audit Report.
- e) The Final Audit report shall be submitted in two copies (hard copy) duly signed by the Internal Auditor.

Timelines and frequency of the Internal Audit Reports:

Frequency of the reports: All reports shall be for each quarter.

Timeline: Internal auditor shall submit the draft report within 3 weeks from the end of each period and shall submit the final report within 4 weeks from the end of each period. For the period ending on 31st March, 02 (two) week's extra time shall be given from the above mentioned time lines.

Structure of the Internal Audit Report: Internal auditor shall provide the periodic Internal Audit Report to Internal Audit In-charge. Subsequently the same shall be shared with the concerned HODs. The reports shall be reviewed by concerned HODs and the final report shall be submitted to CEO. The Report should categories the matter requiring the top management attention into following categories:

- i. Major observations e.g. credit loss, financial losses, etc.
- ii. Minor observations
- iii. Observations repeated from the last reports.
- iv. Major observations got corrected during the course of audit.
- v. Unresolved observations – required further discussion and working.

Other aspects: CESL shall make available to the consultant office working space and all internal office policies, circulars, manuals etc. free of charge for timely completion of the audit.

No additional TA/DA/Boarding Lodging / Out of Pocket expenses shall be payable to the audit firm employees for completing this assignment. Cost pertaining to travel and accommodation (if required) may be included in the final lump-sum price.

Note: Price under the subject contract shall remain valid for the period of two Years, and services under the subject contract shall start after issuance of Notice to Proceed (NTP) by CESL.

Signature :-
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2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
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0b384b98a
VICES LIMITED
User ID : invenugopal
Serial No : 1730C1E



Appendix-4 to Contract Agreement

Contract Coordination Procedure

(This shall be suitably prepared & included here.)



Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, O=D.2.5.4.17=50
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0b384b9981
VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
EESL ENERGY EFFICIENCY SERVICES LIMITED
User ID : invenugopal
Serial No : 1730C1E

Attachment- D

Proforma for Confidentiality Undertaking

CONFIDENTIALITY UNDERTAKING

[Format for Confidentiality Undertaking to be submitted by successful Agency on its letterhead immediately after issuance of Letter of Award and before signing of Contract Agreement (if applicable)/release of payment]

Date.....

M/s. Convergence Energy Services Limited (CESL/ Owner/ Employer) (A Wholly owned subsidiary of EESL, A JV of PSUs under the Ministry of Power) with its registered office at(the company), is willing to make available certain non-public information to M/s.with its office at (the 'Agency') subject to the terms of this confidentiality undertaking (the undertaking) for providing consultancy services under Tender for **Appointment of Internal Auditors of CESL for FY 2024-25 & 2025-26.**

Any such information received by M/s..... in this manner is referred to in this Undertaking as the 'information'.

The information will be deemed to be confidential. Unless otherwise agreed to by the company in writing, M/s..... will hold the information confidential and will not divulge or disclose the information or make the information available to any person or entity, other than employees, working on behalf of M/s..... M/s. will make appropriate arrangements to ensure that any such individual will be covered by the provisions of this undertaking. M/s.will not use the information for any purpose other than for providing consultancy services to CESL.

The confidential obligations pursuant to this CONFIDENTIALITY UNDERTAKING shall survive for a period of 05 (Five) years from the date of expiration or termination, as the case may be, of this Agreement.

This undertaking will not apply to any information or material:

- a) which is in the public domain without any breach of this undertaking.
 - b) which is already in M/s.possession as at the date of this undertaking
- This undertaking shall be governed by and construed in accordance with the laws of India.

Signature for an on behalf of
M/s.....

Authorized Signatory



Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
0033, OID.2.5.4.20=19798cc72c9a25ba1e90ed13c2091051870621e301
0b384b98a1
ICES LIMITED
User ID : invenugopal
Serial No : 1730C1E

Attachment -E

(On Non – Judicial Stamp Paper of appropriate value and purchased in the name of executing Bank)

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

Ref.:
Bank Guarantee No.....
Date.....

To,
Convergence Energy Services Limited.
(A Wholly Owned Subsidiary of EESL,
JV of PSUs of Ministry of Power, Govt. of India)
Core-3, 2nd Floor,
SCOPE Complex,
Lodhi Road, New Delhi-110003

Dear Sirs,

In consideration of the CESL, (hereinafter referred to as the ‘Owner,’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with its Registered / Head Office at(hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), a Contract by issue of owner’s Letter of Award No.....datedand the same having been unequivocally accepted by the Contractor and the contractor (Scope of Contract) having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to * % (percent) of the said value of the Contract to the owner.

We(Name & address) having its Head Office at(hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns) do hereby guarantee and undertake to pay the owner, on demand any all money payable by the Contractor to the extent ofas aforesaid at any time up to(days/months/year) without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the owner and the Contractor or any dispute



Signature :-
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2b0df90330ce06ba7e403d28173070d63, ST=TELANGANA, OID.2.5.4.17=50
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0b384b988a
VICES LIMITED, Hyderabad, Telangana, India, O=VENUGOPAL MANGALI
User ID : invenugopal
Serial No : 1730C1E

Attorney as per power of Attorney
 No.....dated.....

Note: ** Validity of Bank Guarantee should be 3 months in excess of the period for which it is required.

BANK GUARANTEE CHECK LIST

1	Bank Guarantee No.	
2	Issuing Bank	
4	Nature of BG & No. of Pages	
5	Validity of BG	
6	Package Description	
7	Party & Contracts ref.	Name, Address, Tel, Fax, E—mail
8	Bank Reference	

CHECK LIST

S. No.	Details of Checks	YES / NO
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also, the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation and Power of Attorney No./ Signing Power no. etc., on the BG?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	



16.	Indian Bank	25.	UCO Bank
17.	Vijaya Bank	26.	Bank of Baroda

C. Foreign Banks

S.No.	Name of Banks	Sl. No.	Name of Banks
27.	Bank of America NA	34.	Standard Chartered Bank
28.	The Bank of Tokyo-Mitsubishi UFJ Limited.	35.	SocieteGenerale
29.	BNP Paribas	36.	Barclays Bank
30.	Calyon Bank	37.	ABN Amro Bank N. V.
31.	Citi Bank N.A.	38.	Bank of Nova Scotia
32.	Deutsche Bank A. G.	39.	Development Bank of Singapore
33.	The Hong Kong and Shanghai Banking Corporation Ltd.		

D. SCHEDULED PRIVATE BANKS

Sl.No.	Name of Banks	Sl. No.	Name of Banks
40.	ING Vysya Bank Ltd.	43.	UTI Bank Ltd.
41.	ICICI Bank Ltd.	44.	YES Bank
42.	HDFC Bank Ltd.	45.	IDFC Bank.
46.	South Indian Bank		

E. Other Public Sector Banks

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

Note: Any Addition/Deletion/Modification/ in Bank list shall be as per changes in second schedule List of above categories of Bank by RBI from time to time.



(Price-Bid for Illustration Purpose)

(For Reference Purpose Only. Please fill in the prices in excel sheet available on e-portal at only).

NAME OF WORK: Appointment of Internal Auditors of CESL for FY 2024-25 & 2025-26.

NIT/Bid Document No: CESL/06/2024-25/Internal Auditor/LTE/24250919 Dated: 25.03.2025

Table - 1

Price Bids format for Internal Audit work (INR)				
Sl. No.	Details	Quoted Price (INR) (excluding Taxes)	GST and other taxes (INR)	Total Quoted Price (INR) (including Taxes)
1	FY 24-25			
2	FY 25-26			
	Total Price			

Other terms and conditions: -

1. Bidders are requested to go through the Scope of Work & Technical Specifications under this RfP before quoting the prices.
2. Bidders shall quote for the complete requirement of Services specified under the Contract on a single responsibility basis.
3. If there is a discrepancy between words and figures, the amount written in words will prevail.
4. The above prices are exclusive of GST.

I/We have read all the terms and conditions of the RfP/IFB/NIT and the Annexure(s) thereto and agree to accept and abide by the same in total. The above quotation has been prepared after taking into account all the terms and conditions of the RfP/IFB/NIT.

Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, O=D.2.5.4.17=50
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0b384b98a1
VICES LIMITED
User ID : invenugopal
Serial No : 1730C1E

Appointment of Internal Auditors of CESL for FY 2024-25 & 2025-26

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