

DETAILED INVITATION FOR BIDS (IFB)

FOR

“Procurement and Supply of Electric Cycles for promoting micro mobility solutions across India”

ISSUED BY



Convergence Energy Services Limited
2nd Floor, Core-III, SCOPE Complex,
Lodhi Road, New Delhi-110003

International Competitive Bidding (ICB)

September 2024



Signature :-
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VICES LIMITED, C=IN
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Serial No : 1730C1E

Section 1: Instructions to Bidders

Table of Contents

A.	General.....	1-3
1.	Scope of Bid	1-3
2.	Source of Funds	1-3
3.	Fraud and Corruption	1-3
4.	Eligible Bidders.....	1-6
5.	Eligible Goods and Related Services	1-7
B.	Contents of Bidding Document.....	1-8
6.	Sections of the Bidding Document	1-8
7.	Clarification of Bidding Document	1-8
8.	Amendment of Bidding Document.....	1-9
C.	Preparation of Bids	1-9
9.	Cost of Bidding	1-9
10.	Language of Bid	1-9
11.	Documents Comprising the Bid.....	1-9
12.	Bid Submission Sheet and Price Schedules	1-10
13.	Alternative Bids.....	1-10
14.	Bid Prices and Discounts.....	1-10
15.	Currencies of Bid	1-12
16.	Documents Establishing the Eligibility of the Bidder	1-12
17.	Documents Establishing the Eligibility of the Goods and Related Services.....	1-12
18.	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	1-12
19.	Documents Establishing the Qualifications of the Bidder.....	1-12
20.	Period of Validity of Bids.....	1-13
21.	Bid Security/Bid-Securing Declaration	1-13
22.	Format and Signing of Bid.....	1-14
D.	Submission and Opening of Bids	1-15
23.	Sealing and Marking of Bids.....	1-15
24.	Deadline for Submission of Bids	1-15
25.	Late Bids.....	1-16
26.	Withdrawal, Substitution, and Modification of Bids	1-16
27.	Bid Opening.....	1-16
E.	Evaluation and Comparison of Bids	1-17
28.	Confidentiality	1-17
29.	Clarification of Bids.....	1-17
30.	Deviations, Reservations, and Omissions.....	1-18
31.	Determination of Responsiveness.....	1-18
32.	Nonmaterial Nonconformities	1-18
33.	Correction of Arithmetical Errors	1-19
34.	Conversion to Single Currency.....	1-19
35.	Domestic Preference	1-19

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 Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
 2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
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36.	Evaluation and Comparison of Bids	1-19
37.	Abnormally Low Bids.....	1-20
38.	Postqualification of the Bidder	1-21
39.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	1-21
40.	Notice of Intention for Award of Contract	1-21

F. Award of Contract1-21

41.	Award Criteria	1-21
42.	Purchaser's Right to Vary Quantities at Time of Award.....	1-22
43.	Notification of Award	1-22
44.	Signing of Contract.....	1-22
45.	Performance Security.....	1-23
46.	Bidding-Related Complaints	1-23

Signature :-
 Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
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A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the open competitive bidding (OCB) are provided in the BDS.
- 1.2 Throughout this Bidding Document,
- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement) and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
- 3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB’s Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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- (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (vii) “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

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- (e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.
- 3.2 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:
- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
 - (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
 - (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
 - (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communication Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
 - (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
 - (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.
- 3.3 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.
- 3.4 The Purchaser hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

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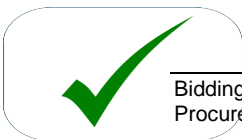
- 3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (a)(iii) of the General Conditions of Contract.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,
- (a) all parties to the Joint Venture shall be jointly and severally liable; and
 - (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling shareholders 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 material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, 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, Joint Venture partner, associates, parent company or any affiliated entity, participated as a consultant in the

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- preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract; or
 - (h) a Bidder would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) A Bidder that has a financial or familial relationship with staff of the Purchaser including project implementing/executing agency, or of a recipient of a part of the loan who: (i) 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 (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to ADB throughout the procurement process and execution of the contract.
- 4.4 A firm will not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporarily suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.
- 4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.
- 4.6 A Bidder shall not be under suspension from Bidding by the Purchaser as a result of the execution of a Bid–Securing Declaration.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.8 Bidders shall be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from, or payments to, a particular country, person or entity in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.
- 5. Eligible Goods and Related Services**
- 5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source

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countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.

- 5.2 For purposes of this clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

6. **Sections of the Bidding Document** 6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART I Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)
- Section 5 Eligible Countries (ELC)

PART II Supply Requirements

- Section 6 Schedule of Supply (SS)

PART III Conditions of Contract and Contract Forms

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms (COF)

- 6.2 The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.

7. **Clarification of Bidding Document** 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the

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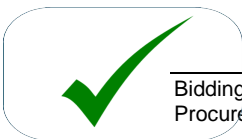
Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.

- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
 - (c) alternative Bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
 - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
 - (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (g) documentary evidence in accordance with ITB 18 and ITB 31, that the Goods and Related Services conform to the Bidding Document;
 - (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
 - (i) any other document required in the BDS.

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- 12. Bid Submission Sheet and Price Schedules**
- 12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3. Unit rates and prices for all items in the Schedule of Supply shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.
- 14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for Goods offered from within the Purchaser's country:
- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously

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- imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
 - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
- (b) for Goods offered from outside the Purchaser's country:
- (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and
 - (iii) the total price for the item.
- (c) for Related Services whenever such are specified in the Schedule of Supply:
- (i) the local currency cost component of each item comprising the Related Services; and
 - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. If in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with Clause 15.2 of the General Conditions of Contract in Section 7, a Bid submitted with a fixed price will also be treated as nonresponsive and be rejected.
- 14.8 If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their bid the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 Bid prices shall be quoted in the following currencies:

- (a) Bidders may express their bid price in any freely convertible currency. If a Bidder wishes to be paid in a combination of

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- amounts in different currencies, it may quote its price accordingly.
- (b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.
- 16. Documents Establishing the Eligibility of the Bidder**
- 16.1 To establish their eligibility in accordance with ITB 4, Bidders shall
- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
- (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.
- 17. Documents Establishing the Eligibility of the Goods and Related Services**
- 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).
- 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Supply of Supply).
- 18.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria).
- 19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to

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demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.

- 19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

20. Period of Validity of Bids

- 20.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Purchaser in accordance with ITB 24.1. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

21. Bid Security/ Bid-Securing Declaration

- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.

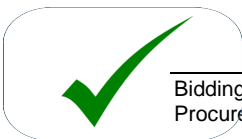
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.

- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:

- (a) an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or
- (b) an irrevocable letter of credit, or
- (c) a cashier's or certified check.

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

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- 21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 45.
- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if
- (a) notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or
 - (b) the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 44;
 - (ii) furnish a performance security in accordance with ITB 45; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 33.
- 21.8 If the bid security is required as per ITB 21.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 21.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure

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to provide an acceptable authorization within the period stated in the Purchaser's request shall cause the rejection of the Bid. If either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

- 23. Sealing and Marking of Bids**
- 23.1 Bidders shall submit their Bids as specified in the BDS. Procedures for submission, sealing and marking are as follows:
- Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 and ITB 23.3.
 - Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2 The inner and outer envelopes shall
- bear the name and address of the Bidder;
 - be addressed to the Purchaser in accordance with ITB 24.1;
 - bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and
 - bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1.
- 23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.



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26. Withdrawal, Substitution, and Modification of Bids

- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

27. Bid Opening

- 27.1 The Purchaser shall open the Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted. The substituted Bid shall not be opened but returned unopened to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked “MODIFICATION” shall be opened, read out, and recorded with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), discounts, and alternative offers; the presence of a bid security or a Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending

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the bid opening. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.

- 27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time and posted online if electronic bidding was permitted.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.
- 29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

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- 31. Determination of Responsiveness**
- 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 31.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 31.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 32. Nonmaterial Nonconformities**
- 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.
- 32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 33. Correction of Arithmetical Errors**
- 33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious

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misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and its bid security may be forfeited, or its Bid-Securing Declaration executed.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

35. Domestic Preference

35.1 Unless otherwise specified in the BDS, domestic preference shall not apply.

36. Evaluation and Comparison of Bids

36.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.

36.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) the bid price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) adjustment for nonmaterial nonconformities in accordance with ITB 32.3;
- (e) assessment whether the bid is abnormally low in accordance with ITB 37; and
- (f) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
- (g) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34.

36.3 The Purchaser's evaluation of a bid will exclude and not take into account,

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37. Abnormally Low Bids

- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
 - (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
- 36.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).
- 36.5 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.2.
- 37.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.
- 37.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:
- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
 - (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
 - (c) decide whether to accept or reject the bid.
- 37.3 With regard to ITB 37.2 (b) above, the Purchaser will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the goods or services proposed.
- 37.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may:
- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
 - (b) accept the bid but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect

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the Purchaser against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or

- (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next lowest evaluated bid, if required

- 38. Post-qualification of the Bidder**
- 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 40. Notice of Intention for Award of Contract**
- 40.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

F. Award of Contract

- 41. Award Criteria**
- 41.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined, in line with ITB 36 to ITB 38 above, to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 42. Purchaser's Right to Vary Quantities at Time of Award**
- 42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

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- 43. Notification of Award**
- 43.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 40.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Purchaser shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser also notify all other Bidders of the results of the bidding.
- 43.2 Unless standstill period applies, upon notification of award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 43.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 43.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the Borrower shall publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot or package numbers as applicable and the following information:
- (a) name of each Bidder who submitted a Bid;
 - (b) bid prices as read out at bid opening;
 - (c) name and evaluated prices of each Bid that was evaluated;
 - (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
 - (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 44. Signing of Contract**
- 44.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement.
- 44.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 45. Performance Security**
- 45.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, subject to ITB 37, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.
- 45.2 Failure of the successful Bidder to submit the abovementioned performance security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event,

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the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

46. Bidding-Related Complaints

46.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

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Section 2: Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is: CESL/06/2024-25/E-bicycle/24250907
ITB 1.1	The Purchaser is: Convergence Energy Services Limited
ITB 1.1	The name of the open competitive bidding (OCB) is: Procurement and Supply of Electric Cycles for promoting micro mobility solutions across India The identification number of the OCB is: CESL/06/2024-25/E-bicycle/24250907 The number and identification of lots comprising this OCB is: Three (03)
ITB 2.1	The Borrower is: Government of India
ITB 2.1	The name of the Project is: Scaling up Demand- Side Energy Efficiency Sector Project Grant No: 9874-IND
B. Contents of Bidding Document	
ITB 7.1	For contractual clarification purposes only, the Purchaser's address is: Sh. Ashim Bhattacharya, Chief General Manager (Contracts) Convergence Energy Services Limited NFL Building, 2nd Floor, Core – III SCOPE Complex, Lodhi Road, New Delhi-110003 Telephone: 9111-42259600; E-mail address: ceslcontracts@eesl.co.in For the purpose of obtaining technical clarification , the Employer's address is: Mr. Amit Sood (Head-Commercial) Convergence Energy Services Limited NFL Building, 2nd Floor, Core – III SCOPE Complex, Lodhi Road, New Delhi-110003 Telephone:9111-42259600 Email-Id: asood1@eesl.co.in
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.1 (i)	The Bidder shall submit with its Bid the following additional documents:

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	<p>(i) Demand Draft (DD) towards Bidding Document fee of the amount either ₹ 25000, \$ 299, € 276, or ¥ 456. Specified in the BDS</p> <p>ii) Bid Security (in Original) in accordance with clause 21 of BDS, Section-2 (the format is attached as Attachment-2, Section-4: Bidding Forms),</p> <p>iii) Technical Certifications:</p> <ul style="list-style-type: none"> (a) Electric cycles to be certified as per Central Motor Vehicle Rules (CMVR) from ARAI/ICAT or any other Indian government certified agency. (b) Manufactures Authorization (c) Bulk Order Certificate (d) Production Capacity Certificate
ITB 12.2	The units and rates in figures entered into the Price Schedules should be typewritten. Price Schedules not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative Bids <i>are not</i> permitted.
ITB 14.5	The Incoterms edition is: INCO Terms 2020 Edition
ITB 14.6 (b) (i)	For Goods offered from outside the Purchaser's country, the Bidder shall quote CIF prices using the following Incoterms: INCO Terms 2020 Edition
ITB 14.7	The prices quoted by the Bidder shall be fixed and not subject to adjustment
ITB 14.8	<p>Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot.</p> <p>Prices quoted for each item of a lot shall correspond at least to 100 % of the quantities specified for this item of a lot.</p>
ITB 15.1	<p>The currencies of the Bid shall be as follows:</p> <ul style="list-style-type: none"> (a) The prices shall be quoted either in INR/ USD/Yen/Euro. (b) A Bidder expecting to incur a portion of its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the Schedule of Prices and the Letter of Bid. (c) If some of the contract expenditures related to Design, Installation and Other Services are to be incurred in the Employer's country, such expenditures shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred. (d) Bidders may be required by the Employer to clarify their local and foreign currency requirements, and to substantiate that the amounts included in the Price Schedules are reasonable and responsive to ITB 18.1 in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder. (e) During the performance of the contract, the foreign currency portions of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor to reflect any changes in foreign currency requirements for the contract. Any such adjustment shall be

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	<p>effected by comparing the amounts quoted in the bid with the amounts already used in the Facilities and the Contractor's future needs for imported items.</p>																				
ITB 19.2	<p>The Bidder shall include with its bid the Manufacturer's Authorization for the following item(s):</p> <p>The Bidder is required to submit a Manufacturer's Authorization.</p>																				
ITB 20.1	<p>The bid validity period shall be 180 days.</p>																				
ITB 21.1	<p>The Bidder shall furnish a bid security as given below for each LOT:</p> <table border="1"> <thead> <tr> <th></th> <th>INR</th> <th>USD</th> <th>EURO</th> <th>YEN</th> </tr> </thead> <tbody> <tr> <td>LOT I</td> <td>5,00,000</td> <td>6,000</td> <td>5,000</td> <td>9,000</td> </tr> <tr> <td>LOT II</td> <td>7,00,000</td> <td>8,000</td> <td>7,000</td> <td>12,000</td> </tr> <tr> <td>LOT III</td> <td>4,00,000</td> <td>5,000</td> <td>5,000</td> <td>8,000</td> </tr> </tbody> </table> <p>The source of the selling exchange rate shall be: Reference rates as published by Financial Benchmarks India Pvt. Ltd. (FBIL).</p> <p>The date for the selling exchange rate shall be: Date of Bid Opening</p> <p>A Bid-Securing Declaration in lieu of Bid Security is not acceptable.</p> <p>The Bid Security shall be valid for a period of 28 days beyond the bid validity. In case of bidding for more than one lot, bidder is required to submit cumulative amount of bid security for the lots intended to be bid.</p>		INR	USD	EURO	YEN	LOT I	5,00,000	6,000	5,000	9,000	LOT II	7,00,000	8,000	7,000	12,000	LOT III	4,00,000	5,000	5,000	8,000
	INR	USD	EURO	YEN																	
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LOT II	7,00,000	8,000	7,000	12,000																	
LOT III	4,00,000	5,000	5,000	8,000																	
ITB 21.4	<p>Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Purchaser shall request the Bidder to submit a compliant bid security within 7 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.</p>																				
ITB 22.1	<p>Not applicable to electronic procurement</p>																				
ITB 22.2	<p>Replace the existing clause by the following:</p> <p>The bid shall be signed digitally by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written power of attorney accompanying the bid and shall be uploaded along with the bid. The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>If a bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within 7 days. Failure to provide an acceptable authorization within the period stated in the Employer's request shall cause the rejection of the Bid. If</p>																				

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	either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.
ITB 22.2	The Bidder shall submit an acceptable authorization within 7 days.
D. Submission and Opening of Bids	
ITB 23.1	<p>Bidders shall submit their Bids electronically.</p> <ol style="list-style-type: none"> Bidders shall submit Bids only electronically through the e-Tendering platform https://cesl.eproc.in Hard Copy submission of Bids is not permitted and shall not be accepted. Bidders should enroll online in the e-Tendering platform Bidders shall obtain a Digital Signature Certificate (DSC) as prescribed in the e-Tendering platform to complete online enrolment and bid submission. The Bidder is advised to submit its bid online in the e- Tendering platform well in advance before the prescribed time. <p>Bids submitted online in the e-Tendering platform shall be considered as the original of the bid.</p>
ITB 23.1 (b)	<p>Electronic bidding submission procedures shall be as follows:</p> <ol style="list-style-type: none"> The Bidder shall digitally sign and submit its bid online in the e-Tendering platform well in advance before the prescribed time. The Employer shall not accept bids submitted in manual form. The Bidder shall take due precaution to upload bid documents including the price bid document onto the envelopes defined in the e-Tendering platform. 'e-Tendering' means submission of a digitally signed bid (by a valid digital certificate which has been issued by a licensed Certifying Agency (as approved by Controller of Certifying Agency) which is stored in Time Stamped electronic sealed tender box. Bidder seeking to participate in the bidding process, shall have to procure a suitable class of Digital Certificate as per Information Technology Act, 2000 and accepted by the e-Tendering platform using which it shall digitally sign and submit its electronic bids online. Bidder can procure the same from any CCA approved Certifying Authority. Online bids will have to be digitally signed and submitted in a Time stamped electronic sealed tender folder on https://cesl.eproc.in Bidders shall take due care to ensure that the documents uploaded by them in the e-Procurement platform are virus free. Employer shall not be liable for such rejections. The downloaded Bid forms shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of Bidder. Bidder is required to download the bidding forms, print the forms, fill them, scan them and upload in the portal. The information on eligibility and qualification provided in the bidding forms only will be considered. Bidder will also provide reference of supporting documents provided in its support in the bidding forms.

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	<p>i) Employer shall not accept any responsibility for failures or breakdowns for systems other than in those systems strictly within the control of the Employer and its e-Tendering service provider.</p> <p>j)The onus is on the Bidder to ensure availability of the requisite infrastructure and systems required for online bid submission viz. Digital Signature Certificates and as applicable Digital Encryption Certificates required for bid submission in the e-Tendering platform, reliable internet connectivity and requisite client software.</p> <p>k) Bidder is required to get acquainted with the bid submission process in e-Tendering platform by contacting the e-Tendering service provider. Refer https://cesl.eproc.in for further details and guidance.</p> <p>l) Bidder is solely responsible for safe keeping of its Digital Signature Certificate (DSC) and as applicable Digital Encryption Certificate (DEC).</p> <p>m)The Employer reserves the right to verify original copies of scanned documents uploaded by bidders. The employer may seek additional documentary evidence on their technical proposals, which the bidder shall provide either online via the e-Tendering platform or in manual form.</p> <p>n)Bidders shall upload their bid documents in formats, which can be opened and read by open standard interfaces</p> <p>o) Bidders shall not lock electronic files uploaded in their proposal with passwords of their choice. The Employer reserves the right to reject password locked files outright and not consider contents within such locked files for bid evaluation</p>
<p>ITB 24.1</p>	<p>Replace ITB24.1with the following:</p> <p>Bidder shall submit its bid before expiry of the date and time for bid submission as specified in the e-Tendering platform. The system will automatically lock the tender as per the server clock. The Time followed in the portal is ordinarily as per Indian Standard Time (IST) which is GMT+5:30 hours. Bid opening date specified in the e-Tendering platform shall be taken as the final date.</p> <p>Bid submission and bid opening timelines will be defined as per line e-Tendering system server clock only.</p> <p>The original bid security and tender document / tender processing fee is to be submitted so as to reach the address at ITB 7.1 above by 14:00 hrs on 03rd October 2024 i.e. 30 minutes before the bid submission time given below:</p> <p>The deadline for bid submission is</p> <p>Date: 03.10.2024</p> <p>Time: 14:30 Hours (IST)</p>
<p>ITB 27.1,27.2,27.3 & 27.4</p>	<p>Replace the existing clauses by the following:</p> <p>27.1 The Employer shall conduct the bid opening in public, in the presence of Bidders` designated representatives (up to 2 persons) who choose to attend, and at the address, date and time below. Bidders can also view the bid opening by logging on to the e-procurement portal. Bid opening date specified in the e-Procurement portal/site shall be taken as the due date. The Employer reserves the right to open bids received in response to a</p>



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	<p>tender on or after the bid opening date and time specified in the e-Procurement portal/site: https://cesl.eproc.in</p> <p>The bid opening shall take place at:</p> <p>Convergence Energy Services Limited NFL Building, 2nd Floor, Core – III SCOPE Complex, Lodhi Road, New Delhi-110003 Telephone: +011-42259600</p> <p>Date: 03/10/2024</p> <p>*Time: 16 00 hrs. (IST)</p> <p>* bid opening timelines will be defined as per the e-Procurement server clock only</p> <p>The technical bids recorded and opened at the time of opening shall be considered for evaluation.</p> <p>The Price Bids will remain unopened in the e-procurement website and will remain encrypted, until the specified time of its opening.</p> <p>27.2 The withdrawn bid will not be available in the system. Only the last modified bid shall be available in the system which shall be opened along with other bids. Only bids that are opened at bid opening shall be considered further.</p> <p>27.3 All other Bids, the bidders' names and any such other details as the Employer may consider appropriate, will be available through the portal as per electronic form filled in by the bidder, and will become viewable at the time of opening of bids. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).</p> <p>However, opening of bid, whether or not accompanied with the Bidding Document Fee and/or bid security, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in this Bid Document. The Letter of Bid and Price Schedules shall be initialed by 3 representatives of the Employer attending the Bid opening</p> <p>27.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative Bids; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time and posted online when electronic bidding is permitted.</p> <p>The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document.</p>
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E. Evaluation and Comparison of Bids

ITB 34.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: INR</p> <p>The source of the selling exchange rate shall be: Reference rates as published by Financial Benchmarks India Pvt. Ltd. (FBIL).</p> <p>The date for the selling exchange rate shall be: Date of Bid Opening</p>
ITB 35.1	<p>Domestic preference shall apply.</p> <p>The application methodology will be as specified in Section 3 (Evaluation and Qualification Criteria.)</p>
ITB 38.2	<p>The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates, shall be permitted to meet the financial criterion mentioned in 2.3.2 Section 3.</p>
ITB 40.1	<p>(a) Standstill provisions shall not apply.</p>

F. Award of Contract

ITB 42.1	<p>The maximum percentage by which quantities may be increased is: 15%</p> <p>The maximum percentage by which quantities may be decreased is: 15%</p>
ITB 46.1	<p>The procedures for Bidding-Related Complaints are referenced in the Procurement Regulations for ADB Borrowers (Appendix 7). The Bidder should submit its complaint following these procedures, in writing, to:</p> <p style="padding-left: 40px;">For the attention: Mr. Vishal Kapoor</p> <p style="padding-left: 40px;">Title/position: Chief Executive Officer, EESL</p> <p style="padding-left: 40px;">Employer: Convergence Energy Services Ltd</p> <p style="padding-left: 40px;">E-mail address: mdcesl@eesl.co.in</p> <p style="padding-left: 40px;">Fax number: +91(011) 45801265</p>
ITB 46	<p>The following clauses are added:</p> <p>46.1 Bidders shall upload their bid documents in formats, which can be opened and read by open standard interfaces.</p> <p>46.2 Bidders shall not lock electronic files uploaded in their proposal with passwords of their choice. The Employer reserves the right to reject password locked files outright and not consider contents within such locked files for bid evaluation.</p>

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	<p>46.3 In case a bidder wishes to ascertain the grounds on which its bid was declared non-responsive, he may do so by submitting his request to the Employer. Such a case shall be addressed as per the Procurement Guidelines of ADB.</p> <p>46.4 The Employer reserves the right to extend bid submission timeline if e-Tendering server is inaccessible or inoperative for a prolonged period of time within the last 24 hours of the bid submission due date. The Employer shall consult the e-Tendering service provider and seek its opinion and decide to extend the bid submission timeline in accordance with the technical explanation provided by the e-Tendering service provider.</p> <p>46.5 The Employer reserves the right to verify original copies of scanned documents uploaded by bidders.</p> <p>46.6 The Bidder shall take due care to ensure that the documents uploaded by it in the e-Procurement system are virus free. If the documents uploaded by the Bidder could not be opened, due to virus during tender opening, the bid is liable to be rejected.</p> <p>46.7 Only those bids marked as submitted, as acknowledged by a bid submission reference, at the bid submission time will be considered for evaluation</p>
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Section 3: Evaluation and Qualification Criteria

Table of Contents

1. Evaluation Criteria	Error! Bookmark not defined.-3
1.1 Technical Criteria	3-3
1.2 Domestic Preference	3-3
1.3 Economic Criteria	
1.3.1 Adjustment for Scope.....	3-3
1.3.1.1 Local Handling and Inland Transportation.....	3-3
1.3.1.2 Minor Omissions or Missing Items.....	3-3
1.3.2 Adjustment for Deviations from the Terms of Payment	3-3
1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule.....	3-4
1.3.4 Operating and Maintenance Costs	3-4
1.3.5 Spare Parts	3-4
1.3.6 Performance and Productivity of the Goods	3-4
1.4 Multiple Lots (Contracts)	3-4
2. Qualification Criteria	Error! Bookmark not defined.-5
Contract Type A. Off-the-Shelf Items	3-5
2.1 Eligibility	3-5
2.1.1 Nationality	3-5
2.1.2 Conflict of Interest.....	3-5
2.1.3 ADB Eligibility	3-5
2.1.4 Government-Owned Enterprise.....	3-5
2.1.5 United Nations Eligibility	3-5
2.2 Experience and Technical Capacity	3-6
2.2.1 Contractual Experience.....	3-6
2.3 Financial Situation	3-7
2.3.1 Historical Financial Performance	3-7
2.3.2 Size of Operation (Average Annual Turnover) (Optional).....	3-7
Contract Type B. Custom-Designed, High-Value, and Technically Complex Items	3-8
2.1 Eligibility	3-8
2.1.1 Nationality	3-8
2.1.2 Conflict of Interest.....	3-8
2.1.3 ADB Eligibility.....	3-8
2.1.4 Government-Owned Enterprise.....	3-8
2.1.5 United Nations Eligibility	3-8
2.2 Historical Contract Nonperformance	3-9
2.2.1 History of Nonperforming Contracts.....	3-9
2.2.2 Suspension Based on Execution of Bid-Securing Declaration	3-9
2.2.3 Pending Litigation	3-10



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2.3	Experience and Technical Capacity	3-11
2.3.1	Contractual Experience.....	3-11
2.3.2	Technical Experience.....	3-11
2.3.3	Production Capacity	3-12
2.4	Financial Situation.....	3-13
2.4.1	Historical Financial Performance	3-13
2.4.2	Size of Operation (Average Annual Turnover).....	3-13
2.4.3	Cash Flow Capacity	3-14

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1. Evaluation Criteria

1.1 Technical Criteria

The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section 6 (Schedule of Supply) shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids.

1.2 Domestic Preference

If domestic preference is provided for under ITB 35.1, the following procedure shall apply:

Domestic preference will be granted to eligible domestically produced Goods in accordance with the following provisions:

- (a) The preference margin shall not be applied to the whole facility but only to the eligible domestically produced Goods within the contract.
- (b) Goods supplied from abroad shall be quoted CIP (Section 4 [Bidding Forms], Schedule No. 1). Goods supplied from within the Employer's country shall be quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable) free of sales and similar taxes (Section 4 [Bidding Forms], Schedule No. 2).
- (c) In the comparison of Bids, only the CIP price component of each Bid for the Goods offered from outside the Employers country shall be increased by 15 %
- (d) No domestic preference shall be applied to any of the services or works included in the contract.
- (e) Bidders shall not be permitted or required to modify the mix of local and foreign Goods after bid opening.

1.3 Economic Criteria

1.3.1 Adjustment for Scope

1.3.1.1 Local Handling and Inland Transportation

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section 6 (Schedule of Supply), shall be quoted in the Price Schedule for Related Services to be Offered from Outside and Within the Purchaser's Country provided In Section 4 (Bidding Forms). These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF or CIP price

1.3.1.2 Minor Omissions or Missing Items

Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

1.3.2 Adjustment for Deviations from the Terms of Payment

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Deviations from the Terms of Payment as specified in SCC 16.1 are not permitted.

1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations from the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply) are not permitted.

1.3.4 Operation and Maintenance (O&M) Costs

Not Applicable

1.3.5 Spare Parts

The successful bidder has to maintain sufficient inventory of all the spare parts to meet the comprehensive warranty requirement of three years and adhere the timelines defined in the SLAs.

1.3.6 Performance and Productivity of the Goods

The method of calculation shall be the following: As per Section 6 – Schedule of Supply.

1.3.7 Tie Breaker

In the event of tie in prices between two or more bidders, then preference will be given to the bidder with more average annual turnover (ATO) for the last three years.

1.4 Multiple Lots (Contracts)

Goods are grouped in lots. The Purchaser will evaluate and compare Bids on the basis of a lot to arrive at the least cost combination for the Purchaser.

If a Bidder as defined in ITB 4.1 submits successful Bids for multiple lots (lowest evaluated substantially responsive Bids), the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated qualifying requirements relating to:

- Average annual turnover,
- Financial resources,
- Annual Production capacity, and
- No. of Bulk Orders.

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2. Qualification Criteria

Contract Type A: Off-the-Shelf Items

2.1 Eligibility

Criteria	Compliance Requirements			Documents
	Single Entity	Joint Venture		Submission Requirements
All Partners Combined		Each Partner	One Partner	

2.1.1 Nationality

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	----------------------

2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
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2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
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2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Criteria	Compliance Requirements			Documents	
	Requirement	Single Entity	Joint Venture		
All Partners Combined			Each Partner	One Partner	
<p>(i) The Bidder should have experience ('Qualifying Experience') in manufacturing and supplying electric bicycles at any government and / or private company and / or retail sales, anywhere in India, as states below for each LOT in the last three (3) financial years, ending 31st March of the previous financial year:</p> <p>(a) LOT I 300 electric-bicycles</p> <p>(b) LOT II 480 electric bicycles</p> <p>(c) LOT III 300 electric bicycles</p> <p>If bidder is bidding in more than one LOT, cumulative requirement of the LOTS for which the bid has been submitted will be considered.</p> <p>(ii) The bidder should have executed/ supplied a minimum single bulk order of 50 electric cycles in</p>	Must meet requirement	Must meet requirement	Not applicable	Not applicable	<p>Form EXP – 1^a</p> <p>Form EXP – 1a (shall also include Signed Contract Agreement for bulk supply order.)</p> <p>Form EXP – 2 And EXP-3</p> <p>Certificate from recognized</p>

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Criteria	Compliance Requirements			Documents	
	Requirement	Single Entity	Joint Venture		
All Partners Combined			Each Partner	One Partner	Submission Requirements
<p>last three (03) financial years.</p> <p>(iii) The Bidder or manufacturer shall demonstrate that it can supply the type, size, and quantity of the goods as required by Purchaser in accordance with the Delivery and Completion Schedule in Section 6 (Schedule of Supply) by having production Capacity of minimum three thousand (3000) electric-cycles per annum</p> <p>(iv) Based on the technical parameters mentioned in the Central motor vehicle rules, 1989 of Government of India** (described in Section 6 of this Rfp- Technical Specifications) Indian bidder or international bidder can submit certification/ test report for electric bicycle from any Govt. of India</p>					government agencies.

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Criteria	Compliance Requirements			Documents
	Requirement	Single Entity	Joint Venture	
All Partners Combined			Each Partner	One Partner
Certified agencies e.g. ARAI, ICAT, etc. Moreover, bidders from outside India are allowed to submit test report from their place of origin "Government certified testing agency".				

** NOTE: In case, the technical test report submitted by the bidder(s) both national and international does not meet the requirements as per the Central Motor Vehicle Rules 1989 of Government of India, the bidder is liable to get disqualified.

^a In addition to the submission of Form EXP-1, the Bidder shall provide the Signed Contract Agreement.



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2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture			
Requirement			All Partners Combined	Each Partner	One Partner
<p>The net worth of the Bidder firm should not be negative on “The Relevant Date’ and also should have not eroded by more than 30% (thirty percent) in the three years for which financial statement for the purpose of Average Annual Turnover (as per clause 2.3.2 below) are submitted.</p> <p>The Relevant Date is 31st March of the immediate preceding financial year for which the financials have been submitted.</p> <p>Annual Report (audited balance sheet and profit & loss account of the any 3 years during last 5 Financial Years is to be submitted i.e. 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24.</p> <p>In case of Proprietorship/ partnership, ITR along with management signed accounts to be submitted if audit is not required.</p>	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN – 1

2.3.2 Size of Operation (Average Annual Turnover)

LOT 1

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture			
Requirement			All Partners Combined	Each Partner	One Partner
<p>The bidder should meet the Minimum average annual turnover of /</p> <p>USD 533,400, Yen 815,500, Euro 493,000 or INR 4.50 crore. The MAAT shall be calculated as an average Turnover of the any 03 years during last 5 financial</p>	Must meet requirement	Must meet requirement	Must meet At least 25% of the requirement	-	Form FIN – 2



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 Serial No: 17301E

Criteria Requirement	Compliance Requirements			Documents Submission Requirements
	Single Entity	Joint Venture		
		All Partners Combined	Each Partner	One Partner
<p>years i.e. 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24.</p> <p>NOTE: Bidder shall submit the financial statements as per FIN 2 for three years only. In case submission of financial statements for more than three years, immediate last three preceding financial years shall be considered.</p> <p>MAAT means revenue from operations.</p> <p>Other income shall not be considered for arriving at annual turnover.</p> <p>In case of Proprietorship/ partnership, ITR along with management signed accounts to be submitted if audit is not required.</p>				

Lot 2

Criteria Requirement	Compliance Requirements			Documents Submission Requirements
	Single Entity	Joint Venture		
		All Partners Combined	Each Partner	One Partner
<p>The bidder should meet the Minimum average annual turnover of USD 750,000, Yen 1,145,000, Euro 692,000 or INR 6.27 Cr. The MAAT shall be calculated as an average Turnover of any 03 years during last 5 financial years i.e. 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24.</p> <p>NOTE: Bidder shall submit the financial statements as per FIN 2 for three years only. In case submission of financial statements for more than three years, immediate last three preceding financial years shall be considered.</p>	Must meet requirement	Must meet requirement	Must meet At least 25% of the requirement	- Form FIN - 2

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<p>MAAT means revenue from operations.</p> <p>Other income shall not be considered for arriving at annual turnover.</p> <p>In case of Proprietorship/ partnership, ITR along with management signed accounts to be submitted if audit is not required.</p>					
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Lot 3

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>The bidder should meet the Minimum average annual turnover of USD 468,000, Yen 715,000, Euro 433,000 or INR 3.92 Cr. The MAAT shall be calculated as an average Turnover of any 03 years during last 5 financial years i.e. 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24.</p> <p>NOTE: Bidder shall submit the financial statements as per FIN 2 for three years only. In case submission of financial statements for more than three years, immediate last three preceding financial years shall be considered.</p> <p>MAAT means revenue from operations.</p> <p>Other income shall not be considered for arriving at annual turnover.</p> <p>In case of Proprietorship/ partnership, ITR along with management signed accounts to be submitted if audit is not required.</p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>	<p>Must meet At least 25% of the requirement</p>	<p>-</p>	<p>Form FIN - 2</p>



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 vices Limited
 Serial No: 117301E

Section 4: Bidding Forms

Table of Forms

Bid Submission Sheet	4-2
Price Schedule for Goods to Be Offered from Within the Purchaser's Country	4-6
Price Schedule for Goods to Be Offered from Outside the Purchaser's Country.....	4-7
Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country	4-12
Bid Security.....	4-9
Bid-Securing Declaration.....	4-10
Manufacturer's Authorization	4-11
Affiliate Company Guarantee	4-12
Bidder's Qualification.....	4-13
Form ELI – 1: Bidder's Information Sheet	4-14
Form ELI - 2: Joint Venture Information Sheet.....	4-15
Form CON - 1: Historical Contract Nonperformance	4-16
Form EXP - 1: Contractual Experience	4-17
Form EXP - 2: Technical Experience	4-18
Form EXP - 3: Production Capacity	4-19
Form FIN - 1: Historical Financial Performance	4-20
Form FIN - 2: Size of Operation (Average Annual Turnover).....	4-21
Form FIN - 3: Cash Flow Capacity	4-22



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Bid Submission Sheet

- Note -

The Bidder must accomplish the Bid Submission Sheet on its letterhead clearly showing the Bidder's complete name and address.

Date: _____
 Open Competitive Bidding (OCB) No.: _____
 Invitation for Bid (IFB) No.: _____
 Alternative No.: _____

To: *[insert complete name of the Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:
[insert a brief description of the goods and related services]
- (d) The total price of our Bid, excluding any discounts offered in item (d) below, is

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the price schedules should be entered by the bidder inside this box. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the bid.

- (e) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: *[specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]*

Methodology of Application of the Discounts: The discounts shall be applied using the following method: *[specify in detail the method that shall be used to apply the discounts]*

- (f) Our Bid shall be valid for a period of *[insert validity period as specified in ITB 20.1 of the BDS.]* days starts from the date fixed for the bid submission deadline in accordance with ITB 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.
- (h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from **eligible countries in accordance with ITB 4.2.**

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- (i) We, our directors, key officers, key personnel, including any subcontractors, consultants, subconsultants, manufacturers, service providers or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.

If there is any conflict of interest, please state details:

- (i) Parties involved in the conflict of interest: _____
 (ii) Details about the conflict of interest: _____
- (j) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Documents.
- (k) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Asian Development Bank; or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.¹
- (l) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development bank.

If under ongoing investigation and/or sanction proceedings by the Asian Development Bank or any multilateral development bank, please state details:

- (i) Name of the multilateral development bank: _____
 (ii) Reason for the ongoing investigation/allegations: _____
- (m) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the Contract, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency.

If so temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency, please state details (as applicable to each Joint Venture partner, their respective direct or indirect shareholders, directors, key officers, key personnel, associate, parent company, affiliate, subsidiaries, Subcontractors, consultants, subconsultants, manufacturers, service providers and/or Suppliers):

- (i) Name of Institution: _____

¹ These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

Subject: C&E (GENERAL MANAG), SERIAL NUMBER: 625946, Package ID: 146181
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- (ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [*start and end date*]: _____
- (iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: _____
- (n) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries', including any Subcontractors, consultants, subconsultants, manufacturers, service providers, Suppliers, key officers, directors and key personnel have never been charged or convicted with any criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

If so charged, convicted/found liable, under ongoing investigation, or subject to orders, monitorship or enforcement actions, please state details:

- (i) Nature of the offense, violation, proceedings, investigation, and/or monitorship or enforcement actions: _____
- (ii) Court, area of jurisdiction and/or the enforcement agency: _____
- (iii) Resolution [*i.e. dismissed; settled; or convicted/duration of penalty*]: _____
- (iv) Other relevant details [*please specify*]: _____
- (o) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, can make and receive electronic fund transfer payments through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer.

If unable to make or receive funds through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer, please state the details:

- (i) Nature of the restriction: _____
- (ii) Jurisdiction of the restriction: _____
- (iii) Other relevant details: _____
- (p) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, key officers, directors and key personnel are not from a country which is prohibited to export goods or services to, or receive any payments from the Purchaser's country and/or are not prohibited to receive payments for particular goods or services by the Purchaser's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- (q) We understand that it is our obligation to notify the Purchaser of any changes in connection with the matters described in paragraphs (i), (k), (l), (m), (n), (o), (p) and (t) of this Bid Submission Sheet.
- (r) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].²
- (s) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.

² Use one of the two options as appropriate.

Subject: CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a12b0df90330ce06ba7e403d28173070d63, ST=TELANGANA, OID.2.5.4.17=500033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SERVICES



- (t) We have paid, or intend to pay, either directly or indirectly, the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:³

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

- (u) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (v) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (w) At any time following submission of our Bid, We shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (x) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (y) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (z) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Purchaser of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2017, as amended from time to time).

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

3

If none has been paid or is to be paid, indicate "None"

Subject: C=VENUCOPL MANGALI, SERIALNUMBER=6255e487adde86041d61a12b0df90330ce06ba7e403d2817307f0d63, ST=TELANGANA, OID.2.5.4.17=500033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER

Bidding Document for Procurement and Supply of Electric Cycles for promoting micro mobility solutions across India

Procurement of Goods

Single-Stage: One-Envelope



Price Schedule for Goods to Be Offered from Within the Purchaser's Country

LOT I Cargo electric cycles with GPS in Patna, Vaishali and Muzaffarpur districts of Bihar

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement (Nos.)	Unit Price EXW	Total EXW Price per item	GST and Other Taxes Per Item	Total Price per Item including Taxes
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
A	Electric Cycle			500				
B	GPS as a service			500				
Total Amount								

Notes:

- Column 4: In accordance with margin of preference ITB 35, if applicable. Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.
- Column 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.
- Column 8: Payable in the Purchaser's country if Contract is awarded

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____



Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER

LOT II

Cargo electric cycles in Palakkad and Kannur, Kerala

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement (Nos.)	Unit Price EXW	Total EXW Price per item	GST and Other Taxes Per Item	Total Price per Item including Taxes
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
A	Electric Cycle			800				
Total Amount								

Notes:

- Column 4: In accordance with margin of preference ITB 35, if applicable.
Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.
- Column 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.
- Column 8: Payable in the Purchaser's country if Contract is awarded

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER

Bidding Document for Procurement and Supply of Electric Cycles for promoting micro mobility solutions across India

Procurement of Goods

Single-Stage: One-Envelope



LOT III

Cargo electric cycles in the districts of Vidisha, MP and Kuppam, AP in India.

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement (Nos.)	Unit Price EXW	Total EXW Price per item	GST and Other Taxes Per Item	Total Price per Item including Taxes
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
A	Electric Cycle			500				
Total Amount								

Notes:

- Column 4: In accordance with margin of preference ITB 35, if applicable. Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.
- Column 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.
- Column 8: Payable in the Purchaser's country if Contract is awarded

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____



Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
2b0df90330ce06ba7e403d28173070d63, ST=TELANGANA, OID.2.5.4.17=50
0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER

**Price Schedule for Goods
to Be Offered from Outside the Purchaser's Country
LOT I
Cargo electric cycles with GPS in Patna, Vaishali
and Muzaffarpur districts of Bihar**

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Quantity	Unit Price		Total Price	Taxes and Duties
				Foreign Currency (USD/YEN/EURO)	CIF	Foreign Currency	Local Currency
1	2	3	4	5	6	7 = 4 x 6	8
A	Electric Cycle		500				
B	GPS as a Service		500				

Notes:

Columns 5 and 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER

Bidding Document for Procurement and Supply of Electric Cycles for promoting micro mobility solutions across India
Procurement of Goods

Single-Stage: One-Envelope



LOT II

Cargo electric cycles in Palakkad and Kannur, Kerela

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Quantity	Unit Price		Total Price	Taxes and Duties
				Foreign Currency (USD/YEN/EURO)	CIF	Foreign Currency	Local Currency
1	2	3	4	5	6	7 = 4 x 6	8
A	Electric Cycle		800				

Notes:

Columns 5 and 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of

Date _____

Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER

Bidding Document for Procurement and Supply of Electric Cycles for promoting micro mobility solutions across India
Procurement of Goods Single-Stage: One-Envelope



LOT III

Cargo electric cycles in the districts of Vidisha, MP, and Kuppam, AP in India

Name of Bidder _____ IFB Number _____ Page ____ of ____

Item	Description	Country of Origin	Quantity	Unit Price		Total Price	Taxes and Duties
				Foreign Currency (USD/YEN/EURO)	CIF	Foreign Currency	Local Currency
1	2	3	4	5	6	7 = 4 x 6	8
A	Electric Cycle		500				

Notes:

Columns 5 and 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER

Bidding Document for Procurement and Supply of Electric Cycles for promoting micro mobility solutions across India
Procurement of Goods

Single-Stage: One-Envelope



Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
Total Amount							

Notes:

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____



Signature :-
 Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
 2b0df90330ce06ba7e403d2817307f0d63, ST=TELANGANA, OID.2.5.4.17=50
 0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
 0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER
 vices
 Serial No. : 1750CTE

Bid Security Bank Guarantee

*[insert bank's name, and address of issuing branch or office]*⁴

Beneficiary: *[insert name and address of the Purchaser]*
Date: *[insert date (as day, month, and year)]*
Bid Security No.: *[insert number]*

We have been informed that *[insert name of the bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date (as day, month, and year)]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in words]* *[insert amount in figures]* upon receipt by us of your first demand in writing accompanied by a written statement, stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758.⁵

[Authorized signature(s) and bank's seal (where appropriate)]

⁴ All italicized text is for use in preparing this form and shall be deleted from the final document.

⁵ ~~On the Purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458" as appropriate.~~

Subject: CN=VENUGOPAL NANGALI, SERIALNUMBER=6255e467fadde8e6041d61a1
 2b0d90330ce06ba7e403d28173070d63, ST=TELANGANA, OID.2.5.4.17=50
 0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
 0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER



Manufacturer's Authorization

Date: *[insert date (as day, month, and year) of bid submission]*

OCB No.: *[insert number of bidding process]*

To: *[insert complete name of the Purchaser]*

WHEREAS

We *[insert complete name of the manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of the bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

- Note -

All italicized text is for use in preparing this form and shall be deleted from the final document.

The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the Bid Data Sheet (BDS).

Signature :-
 Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
 2b0df90330ce06ba7e403d2817307f0d63, ST=TELANGANA, OID.2.5.4.17=50
 0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
 0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER



AFFILIATE COMPANY GUARANTEE

Name of Contract/Contract No.: _____

Name and address of Purchaser: _____
 [together with successors and assigns].

We have been informed that [name of Contractor] (hereinafter called the "Contractor") is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Purchaser, awarding the Contract to the Contractor, we [name of affiliated company] irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Contractor our financial, technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (ii) we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Purchaser against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Purchaser under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Purchaser and the Contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Purchaser to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Purchaser, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) that governs the Contract and any dispute under this guarantee shall be finally settled under the [Rules or Arbitration provided in the Contract]. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

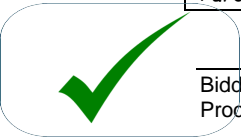
Signed by:..... <div style="text-align: center;">(signature)</div> <div style="text-align: center;">(name)</div> <div style="text-align: center;">(position in parent/subsidiary company)</div>	Signed by: <div style="text-align: center;">(signature)</div> <div style="text-align: center;">(name)</div> <div style="text-align: center;">(position in parent/subsidiary company)</div>
--	---

Date:.....

-- Note --

If permitted in accordance with ITB 38.2 of the BDS, the Bidder shall provide the Affiliate Company Guarantee Form filled out and signed by each subsidiary, parent entity, or affiliate that the Bidder submits for consideration of the Purchaser in determining its qualifications.

Signature: _____
 Subject: CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
 2b0df90330ce06ba7e403d2817307f0d63, ST=TELANGANA, OID.2.5.4.17=50
 0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
 0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER
 vices
 Serial No: 17301E



Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the following information requested in the corresponding Information Sheets.



Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER

Form ELI - 1: Bidder's Information Sheet

Bidder's Information			
		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)			
<p>Attached are copies of the following documents:</p> <ol style="list-style-type: none"> 1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5 			

Signature :-
 Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
 2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
 0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
 0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER
 VICES LIMITED, C=IN
 Serial No: 117301E



Form ELI - 2: Joint Venture Information Sheet

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information			
Bidder's legal name			
		Information of Joint Venture Partner	If any Joint Venture Partner is a subsidiary or branch, information of any parent company/companies
Names	Full legal name		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			
Corporate or registration number			
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) and e-mail address)			
<p>Attached are copies of the following documents:</p> <ol style="list-style-type: none"> Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 Authorization to represent the firm named above, in accordance with ITB 22.2 In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5 			



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 Serial No. : 1750CTE

Form CON – 1: Historical Contract Nonperformance

For Contract type B, each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts			
Choose one of the following: <input type="checkbox"/> No nonperforming contracts. <input type="checkbox"/> Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture partner if Bidder is a Joint Venture).			
Year	Description	Amount of Nonperformed Portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]
Table 2: Pending Litigation and Arbitration			
Choose one of the following: <input type="checkbox"/> No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder. <input type="checkbox"/> Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth
[insert year]	Contract Identification, as applicable: [indicate complete contract name/ number, and any other identification] Name of Purchaser, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert full name] Address of Purchaser, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert street/city/country] Matter of Dispute: [indicate full description of dispute] Party who initiated the dispute: [indicate "Purchaser" or "Contractor"] Status: [indicate status of dispute]	[insert amount]	[insert amount]

- Note -

Table 2 of this form shall only be included if Criterion 2.2.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

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 vices
 Serial No : 17301E



Form EXP - 1: Contractual Experience

Fill out one (1) form per contract. Each contract shall be supported by Signed Contract Agreement.

Contractual Experience		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor
Total Contract Amount	\$	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criteria 2.2.1 (Contract Type A) or 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)		

- Note -

This form shall only be included if either Criterion 2.2.1 (Contract Type A) or 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.



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vices
Serial No. : 1750CTE

Form EXP - 2: Technical Experience

Fill out one (1) form per contract. Each contract shall be supported by Signed Contract Agreement.

Technical Experience	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.3.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)	
(i) Product has been in production for at least years.	
(ii) Product (or equipment) has been sold a minimum of units of similar type and specification over the last three (3) years.	
(iii) Product has been in operation for a minimum of years.	

- Note -

This form shall only be included if Criterion 2.3.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.



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Bidding Document for Procurement and Supply of Electric Cycles for promoting micro mobility solutions across India

Procurement of Goods

Single-Stage: One-Envelope

Form EXP - 3: Production Capacity

Fill out one (1) form per product and manufacturer.

Production Capacity	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.3.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)	
Production facility 1 (include location):	
Production facility 2 (include location):	
Production facility 3 (include location):	

- Note -

This form shall only be included if Criterion 2.3.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable. The Purchaser reserves the right to verify authenticity of Bidder submissions.



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Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Financial Data for Previous ___ Years [\$ Equivalent]		
Year 1:	Year 2:	Year ___:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN - 3.
------------------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last _____ years, as indicated above, complying with the following conditions:
- 1) Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - 2) Historical financial statements must be audited by a certified accountant.
 - 3) Historical financial statements must be complete, including all notes to the financial statements.
 - 4) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

- Note -

This form shall only be included if Criterion 2.3.1 (Contract Type A) or 2.4.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

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Form FIN - 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Annual Turnover Data for the Last . . . Years			
Year	Amount Currency	Exchange Rate	\$ Equivalent
Average Annual Turnover			

- Note -

This form shall only be included if Criterion 2.3.2 (Contract Type A) or 2.4.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.



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 vices
 Serial No. : 1750CTE

Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital, liquid assets,⁶ lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria).

Financial Resources		
No.	Source of financing	Amount (\$ equivalent)
1		
2		
3		

- Note -

This form shall only be included if Criterion 2.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

⁶ Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

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Section 5: Eligible Countries

No nationality restrictions apply, other than any restrictions arising from ITB 4.8



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VIES
Serial No : 17301E

Section 6 - Schedule of Supply

Contents

1. List of Goods and Related Services	6-4
2. Delivery and Completion Schedule.....	6-Error! Bookmark not defined.
3. Technical Specifications	6-Error! Bookmark not defined.
4. Drawings	6-21



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VIES
Serial No : 17301E

6.1 Background

Rural India, home to nearly 70% of the Indian population, plays an immensely significant role in the country's economy. However, a vast majority of villages across India still lack proper transportation facilities. This issue has been exacerbated by the rising costs of fuel and vehicles in recent years. Consequently, inhabitants of rural areas, particularly women working in self-help groups (SHGs), factories, manufacturing units, and school children, heavily rely on public transportation for their basic travel needs.

Due to the longer distances between travel destinations, the use of active modes of transportation, such as walking and conventional cycling, is often not a viable option. Moreover, public transport in low-density rural areas tends to be very limited or unavailable. It is here that the introduction of electric bicycles would play a crucial role, offering a reliable mode of transportation to the commuters. Electric bicycles would support more sustainable rural mobility by enhancing accessibility and offering health and environmental benefits.

The Asian Development Bank (ADB) has secured a technical assistance (TA) from the Global Environment Facility (GEF) for India electric mobility (e-mobility) project to enable Government of India and relevant stakeholders to make the transformative shift to de-carbonize transport systems, catalyze access to finance for a large-scale adoption of Electric Vehicles across vehicle segments and reduce air pollution in cities by promoting scale-up of electric mobility in India.

Energy Efficiency Services Limited is the Executing Agency for this TA-9874 IND program and Convergence Energy Services Limited (CESL) is entrusted with the responsibility of doing the procurement and monitor the implementation for this Pilot Program. CESL, under Ministry of Power is implementing this program for EESL:

- Enabling scale-up of electric vehicle markets through pilot demonstrations
- Enabling conditions for e-mobility investments created, new business models and charging infrastructure plans developed at city level

Keeping in view the above, CESL wants to conduct a pilot demonstration program by deploying electric bicycles for SHG women in three states in India and analyze the impact of electric bicycles on lives of SHG women in one of the states.

Initiative aligns with the Indian government's "Lakhpati Didi" scheme, designed for SHG women to empower them by providing essential skills for establishing micro-enterprises. Supplying these women with electric bicycles for mobility would not only expand the reach of the program but also support in graduating SHG members into micro-entrepreneurs and allow livelihood diversification.

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Brief about the Pilot Project:

This Pilot shall be known as **“Sustainable Transport for Rural Entrepreneurs through Electric Cycles-S.T.R.E.E.”**

The pilot program will be executed in collaboration with respective State Rural Livelihood Missions’ (SRLMs) with overall support from Ministry of Rural Development in the States of **Bihar, Kerala, and Others.**

Note: The pilot program in Bihar would be comprehensive covering deployment electric bicycles and training of end users however, the program would be restricted to deployment of electric bicycles in remaining States.

(i) Pilot in Patna, Vaishali and Muzaffarpur, Bihar

Deployment of 500 cargo electric cycles in districts of Bihar in collaboration with State Rural Livelihood Mission. In addition to deployment of 500 electric cycles in the districts, the pilot will also cover training of 50 SHG women through a technical institute (engaged by CESL), and an Impact Assessment Study through an agency engaged by CESL.

Key pilot activities: The broad scope of work envisages:

- ❖ Awareness and mobilization camps on electric cycles
- ❖ Procurement and deployment of cargo electric cycles
- ❖ Providing warranty services for a period of three (03) years
- ❖ Capacity development and training of SHG Women
- ❖ Impact assessment post deployment of electric cycles

(ii) Pilot in Remaining States of Kerala, Madhya Pradesh (MP) and Andhra Pradesh (AP)

Deployment of 1,300 cargo electric cycles in the states of Kerala, MP and AP.

- ❖ 800 in Palakkad and Kannur, Kerala
- ❖ 500 in Vidisha, MP and Kuppam, AP

Key pilot activities: The broad scope of work of the pilot envisages:

- ❖ Procurement and deployment of cargo electric cycles
- ❖ Providing warranty services for a period of three (03) years

CESL’s objective through this pilot is to demonstrate a working model for micro mobility in rural context and accelerate adoption of electric cycles by bringing economies of scale with an aim to develop a self-sustaining electric cycle market in India. This will further proliferate awareness of electric cycles as a clean, sustainable and affordable mobility option among end users.

In addition to the procurement and deployment of electric cycles in various cities across the country as mentioned above, the proposed pilot in **Bihar** will also measure the benefits of the pilot program through impact assessment study for the rural economy focusing on SHG

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Bidding Document for Procurement and Supply of Electric Cycles for promoting micro mobility solutions across India

Procurement of Goods

Single-Stage: One-Envelope



women. The outcome of the pilot will feed into the policy makers to design programs/ schemes focused on rural and sustainable micro mobility in India.

6.2 List of Goods and Related Service

Lot No.: 1				
Lot Name: Cargo electric cycles with GPS in Patna, Vaishali and Muzaffarpur districts of Bihar				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity Allocation
1	Electric Cycle	Cargo – with GPS service for a period of one year	Nos.	500

Lot No: 2				
Lot Name: Cargo electric cycles in Palakkad and Kannur, Kerela				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity Allocation
1	Electric Cycle	Cargo	Nos.	800

Lot No.: 3				
Lot Name: Cargo electric cycles in the districts of Vidisha, MP and Kuppam (AP)				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity Allocation
1	Electric Bicycle	Cargo	Nos.	500

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6.3 Scope Of work

This RfP has been prepared for procurement of 1,800 cargo electric cycles with three (03) years comprehensive warranty. The scope of the bidder(s) shall include designing, engineering, manufacturing, testing, inspection, supply, transportation, complete bicycle warranty & transit insurance and delivery to project site for promoting micro mobility solutions in the districts of **Bihar, Kerala, Madhya Pradesh and Andhra Pradesh**. The bidder(s) shall also provide comprehensive onsite warranty for a period of three (03) years including no cost maintenance and arranging periodic service of electric cycles deployed in different cities for a period of one (01) year from the date of deployment at the specified location.

The scope of work for CESL shall be as follows:

1. Procurement

- 1.1. CESL shall procure and deliver **1,800 nos. of cargo electric cycles in three (03) Lots** through this tender to its clients.
- 1.2. Procurement will be done as per ADB procurement policy.
- 1.3. The rate quoted by bidder(s) shall be inclusive of **freight & transit insurance on CIF basis till the delivery locations, free periodic maintenance service for a period of one year and 3-year comprehensive warranty**. CESL's scope is limited to coordinating delivery of products through selected bidder till the delivery location.
- 1.4. CESL may carry out quality inspection of material wherever necessary at manufacturing company / dealer locations. Expense towards boarding/lodging/incidental for the same is in the scope of CESL.
- 1.5. **The delivery period required for the supply of electric cycles would be within 90 days from the release of the purchase order by CESL**. In case of any changes in the delivery period, the same shall be informed in advance to the selected bidder.
- 1.6. **CESL shall provide the details of beneficiaries to the selected bidder at the time of confirmation for the delivery of electric bicycles.**

2. Payment

- 2.1. CESL shall facilitate the release of payment through ADB to the selected bidder(s) post confirmation received from the client regarding successful delivery of cargo electric cycles at the location specified by CESL and Proof of Delivery (PoD) (signed delivery challan (PoD) and proof of assembly) duly signed by the client representative & submitted by the bidder(s) along with the invoice.
- 2.2. CESL shall submit joint statement signed by CESL and respective state rural livelihood mission (SRLM) to ADB with the checklist for selecting each woman beneficiary along with the details of the electric cycle issued i.e. serial number etc. to the respective beneficiary. **The bidder shall facilitate in collecting and providing the details of beneficiaries as defined in Section 9- Annexure I under Declaration of Delivery of Electric Cycles**. The template for beneficiary data collection at Annex I may get modified as per site/ location requirements. The signed

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joint statement shall be submitted along with other documents mentioned in 2.1 to ADB for processing of the payment.

The scope of work for Bidder(s) shall be as follows:

1. Tender

1.1. The bidder shall provide the quotes separately for each of the lots for deployment of electric cycles including one-year free maintenance and three (03) years comprehensive warranty package coverage and / or any other cost / margins direct or indirect through service provider / dealership / channel partners / any other source on electric cycles. The quote shall be exclusive of all applicable taxes and duties. Comprehensive warranty shall mean that all components of the cycle shall be either repaired or replaced as per the requirements for a period of three (03) years from the date of deployment. However, any physical damage or wear and tear shall not be covered under the comprehensive warranty.

1.2. The bidder is required to provide GPS as a service for a period of one (01) year from the date of deployment under LOT I in districts of Bihar.

1.3. For remaining LOTs, deployment of electric cycles is to be done without the GPS.

2. Delivery

2.1. The successful bidder(s) will ensure timely delivery of electric cycles to CESL's client location as per the scheduled timelines.

- **LOT I** –The successful bidder must ensure that electric cycles to be delivered in Patna, Vaishali and Muzaffarpur districts of Bihar are provided along with GPS as a service for a period of one (01) year.
- **LOT II & III** – The successful bidder(s) to ensure the timely delivery of electric cycles in districts of Kerala, Madhya Pradesh and Andhra Pradesh respectively. **Please note, GPS as a service is not required for these lots.**

Since the locations are multiple in each district, bidder(s) may incorporate the transportation cost suitably while quoting rates. There shall be no additional transportation cost provided to the bidder(s).

Selected bidder(s) shall ensure delivery of electric cycles at the client's location without any physical damage/ wear and tear. **In case of any physical damage during transit, the bidder(s) shall ensure timely replacement of such electric cycles with another having similar specifications.** At the time of delivery, the bidder(s) will have to collect proof of delivery from the clients' nominated representative.

- Proof of Delivery shall include signed delivery challan (PoD) and proof of assembly of each electric cycle as well. The bidder shall maintain a record of the details of end

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- beneficiary along with the Serial No. of electric cycle allotted and submit the same to CESL for purpose of invoicing.
- Assembly of the electric cycle shall be carried out within 5 calendar days from the date of delivery at the location.
 - Assembly job card shall be prepared for each electric cycle having details of the beneficiary as per the list provided by CESL and it is the responsibility of the successful bidder(s) to get it duly signed by the representative of the CESL's client. A copy of the assembly job card shall be provided to CESL's client as well.
 - Assemble job card shall include the UIN along with the other key components, ID, including GPS device no. linked with the electric cycle (wherever the GPS devices are installed). A consolidated list of cycle UIN no. along with corresponding GPS IDs (wherever installed) would be provided to CESL immediately after assembly at any location.
 - The successful bidder(s) is also required to map each cycle with each beneficiary as per the information provided CESL/ CESL's client. **(Format defined under Annexure I – Section 9)**. The template for beneficiary data collection at Annex I may get modified as per site/ location requirements.
3. **Post-delivery invoicing:** Submits invoice to CESL for 100% payment after delivery and assembly of electric cycles with proof of delivery signed and duly accepted by client nominated representative.
4. **Post delivery Warranty and maintenance service- All LOTS**
- 4.1. The battery capacity must exceed the allowed degradation at all times during the initial three (03) years of continuous operations from the date of delivery of vehicle.
 - 4.2. The bidder shall provide comprehensive battery warranty of three (03) years with minimum 2,000 charging cycles and provide necessary support in battery replacement of the electric cycles from the date of deployment in case of any issue in battery performance during the warranty period.
Note: Comprehensive battery warranty shall mean that all components of the battery are either repaired or replaced as per the requirements at the client location.
 - 4.3. The bidder(s) shall mention in its technical proposal on how the **warranty services** shall be ensured at the delivery locations.
 - 4.4. In case of replacement of product/part due to manufacturing defect successful bidder(s) shall ensure the product should be of similar specification. The successful bidder(s) shall support in resolving all the warranty obligations which come across during the warranty period and supply of material issues, if any.
 - 4.5. Bidder(s) shall support in providing maintenance facilities for electric cycles wherever deployed. However, bidder(s) should intimate the location of existing dealerships. (Bidders may use their own format).
 - 4.6. The selected bidder(s) shall provide necessary support in replacement of battery at end of life with proper disposal of existing battery. The bidder(s) shall mention in its technical proposal on how the used/depleted batteries shall be disposed post end of

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life or any replacement during warranty period as per the Government norms at that point of time. Beyond, the period of three (03) years, the bidder(s) shall ensure to attend service calls on chargeable basis and ensure safe disposal of battery and other electronic parts as may be required.

- 4.7. **Service Camps:** During the first year of operation, successful bidder(s) shall provide three (03) free maintenance service camps at different locations (~25 locations) of each district in coordination with CESL’s client as per the schedule mentioned in this document under section 6.5 (B). (Location of the camps to be discussed with CESL and its client during the course of the project). The bidder shall include the maintenance schedule in its technical proposal.

Example of tentative schedule for a single district:

	3 months				6 months				12 Months			
	Locat ion 1	Locat ion 2	Locat ion 3	Locati on "n"	Locat ion 1	Locat ion 2	Locat ion 3	Locatio n "n"	Locat ion 1	Locat ion 2	Locat ion 3	Locati on "n"
Distr ict 1												
Distr ict 2												
Distr ict 3												

- 4.8. The successful bidder shall inform CESL and its client 15-20 days prior to scheduling the camp for arranging/ ensuring appropriate and timely participation from end beneficiaries.

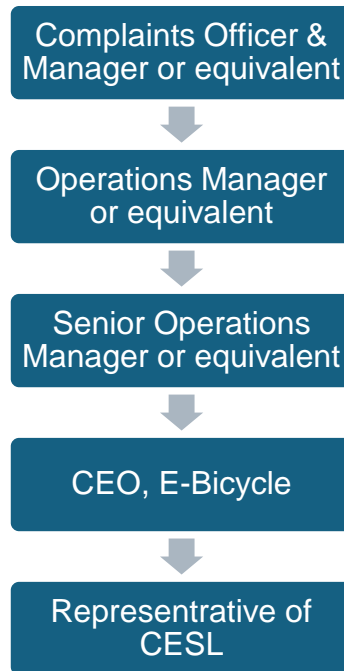
5. Dashboard and Escalation Matrix for Complaint Handling Mechanism

- 5.1. The successful bidder(s) shall develop a complaint handling mechanism having the following:
- a customer service helpline number for calling, SMS and WhatsApp enabled during the business hours along with a dedicated email address for customer queries/ complaints etc.
 - The bidder(s) must ensure at least 2 workmen to address the complaints/ queries during the business hours.
 - . The bidder(s) shall mention how it will facilitate/setup complaint handling mechanism in its technical proposal.
 - The successful bidder(s) shall develop and maintain a dashboard for addressing and resolving complaints from end users and the admin access to the dashboard must be with CESL as well. A monthly resolution report to be submitted to CESL covering all the necessary details of resolution of maintenance/ warranty complaints raised by end user, daily usage, total resolution time of complaints, and other parameters affecting their economic activities.
- 5.2 The successful bidder(s) shall develop a robust complaint handling mechanism having different levels of transfer customer conversations to team members who can resolve them quickly speeding up the overall resolution process and boosting customer



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satisfaction. A representative escalation matrix is provided below for reference (Bidder shall develop their own with highest authority being CESL):



6. Adhere to SLAs- ALL LOTS

- 6.1. The turn-around time for repairs should be in line with SLA mentioned at **Section 6.5**. It is the Bidder(s) responsibility to ensure that there are sufficient number of dealerships to cater to the volume of electric cycles planned to be introduced in each district and adhere to the SLA's.
- 6.2. The successful bidder(s) will be penalized at delay over and above the defined SLAs, in the event of defined SLA's not being adhered to as mentioned in **Section 6.5**.

7. Logo, Packaging and Unique Identification Number:

- 7.1. The electric cycle box/carton shall be as per statutory requirements of Weights & Measurement Act. In addition, information related to weight of the electric cycles, manufacturing location, MRP etc. are to be clearly mentioned by the bidder(s) on the box/cartons. Further, the bidder(s) shall comply with all the statutory compliances, pertaining to The Legal Metrology Act 2009 & The Legal Metrology Act (Packaged Commodities Rules) 2011.
- 7.2. The successful bidder(s) shall provide a tamper proof laser printed logo of CESL at the main frame of the electric cycle and QR code having details of bidders helpline no., details of electric cycle and its operating manual (pictorial self service manual in Hindi, English or any other local language as specified by CESL during the project period) . The design of the logo shall be provided by CESL, separately.
- 7.3. Each electric cycle shall have its own Unique Identification Number (UIN) in the form of OEM CODE: MFG YEAR: MFG MONTH: SL. NUMBER

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- 7.4. Each electric cycle shall have a self-service manual – Easy to understand colorful pictorial representations for self-assembly, repair and easy maintenance. The manual as well as video shall be in Hindi, English or any other local language as specified by CESL during the project period. A QR Code for the video shall be provided in the manual for easy reference.
- 7.5. Indelible labeling mentioning batch no., UIN: Successful bidder(s) has to emboss or use indelible labeling to mention Batch No. and/or product UIN on the electric cycles as well as on box/carton.
- 7.6. The labels/packaging may be physically inspected during the pre-dispatch inspection of electric cycles.
- 7.7. Leaflet - The bidder(s) shall include a leaflet entailing relevant information about the electric cycle. The leaflet shall contain installation instructions, details about electric cycle parts and its charging. Additionally, DOs & DONTs of electric cycle usage is to be provided along with each product. Bidder(s) has to share the content of the leaflet with CESL and take prior approval before printing and distribution.
- 7.8. Customer Care: Printing of successful bidder(s) customer care number, WhatsApp and email id on the box and leaflet is compulsory.
- 7.9. The electric cycle shall be provided in a single-color theme only (Blue - PANTONE P 115 - 14C). CESL may ask successful bidder(s) to provide any other colour based on its client's requirements, well in time and vendor needs to accommodate the same.



PANTONE P 115 - 14C

Additional Services required for LOT 1- Muzaffarpur, Bihar

1. **GPS as a Service:** Bidder is to deploy electric cycles with provision of GPS as a service for a period of one (01) year from the date of delivery. The data from the device shall be the property of CESL and post the project period, the bidder may discontinue the GPS service and take back the devices. Key responsibilities of the selector vendor are as follows:
 - Appointing one Nodal person for co-ordination work with CESL (or its appointed agency) for the GPS service during the complete period of requirement.
 - Installation and maintenance of the 100% GPS hardware, software and all other GPS requirements.
 - Removal of GPS device in the 3rd maintenance Schedule from all the bicycles. CESL requires GPS as a service and post removal selected bidder (s) have full authorization of the GPS device for its future usage.
 - GPS devices to be installed properly in the electric bicycles, to ensure the minimum wear and tear during the usage and climatic conditions (sunlight/rain/dust).
 - Proper security measure to avoid any unauthorized access/breakage etc.
 - Ensuring proper communication of GPS device all the time with the selected bidder's server for data collection.

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- In case of any issues in auto data transfer (communication) or in the GPS device, selected bidder (s) to ensure the resolution of issue either from the backend or on-site (if required) and getting the data downloaded manually till the resolution of the issue.
- In case of any fault in GPS device beyond repair, replacement with no additional cost to CESL during the defined period.
- Keeping records of the data collected for a period of minimum 2 years or as confirmed by the CESL. Post confirmation by CESL, destroying of data as per the applicable laws of the land.
- Maintaining dashboard for access of the data downloaded from the GPS and Providing dashboard access rights to CESL or any of its authorized agency.
- Periodically (weekly/fortnightly/monthly) providing 100% complete data or in any MIS (Management Information Sheet) format prescribed by the CESL.
- Ensuring help/training in understanding data and providing any tools (software etc.) required for analysis of GPS data.
- All data collected shall be the property of the CESL and selected bidder (s) neither use data nor share it with any other party, without taking prior written permission (with purpose) from the CESL.
- Selected Bidder shall be fully responsible for the Security of the GPS data which contains personal data of the usage/movement of the beneficiaries.
- Purpose of installation of GPS is to do the impact analysis on different parameters for the selected beneficiaries and CESL will appoint agency for the same. Selected bidder to ensure proper Co-ordination with the Impact Assessment (IA) agency appointed by the CESL for all matters related to GPS and its day-to-day operations.
- Selected Bidder require to bear all expenses related to providing GPS service (hardware, software, communication etc).
- Separate prices require to be quoted for GPS as a service in the prescribed bid format.
- CESL has all the rights to reduce/increase the number of electric bicycles with GPS services and shall intimate the selected bidder (s) before the delivery of electric bicycles at the designated locations. Accordingly, payments will be made as per the actual GPS services availed.
- Any other requirement from CESL for ensuring the proper impact analysis.

2. Data Collection: The bidder shall provide GPS data on weekly/fortnightly/monthly basis to CESL as per agreed terms. The bidder shall maintain a dashboard for the same. List of few essential parameters to be considered for collection data from GPS enabled e-bicycles are:

- Lat Long
- Historical Location Data: Past locations and routes taken by the vehicle over a specific period.
- Time Stamp
- Alerts (Device tampering, power cut off, towing)

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- Packet Counter
 - Speed
 - SOC
 - 2 digital I/O
 - GSM Signal Strength
 - IP protection
 - No. of GPS Satellites
 - Sleep Mode
 - Active GSM Provider
 - Trip and total odometer
 - Frame number
 - Low Battery
3. **Training SHG Women:** The successful bidder shall educate the SHG Women on the functionality, usage, maintenance and operations of the electric cycles through different methods like in personal sessions, online sessions or manuals etc as communicated by CESL. Bidder shall facilitate in training the SHG women in the following:
- Complete operation of the electric cycle including assembly, technical aspects, battery charging optimization, periodic maintenance, warranty services, spares, use of tool kit etc. (Through a proper training module in Hindi, English or any other local language)
 - Facilitate interested SHG women to operate their own repair and maintenance shops for their community in the future. Ensure time to time skill upgradation of the SHG women.
4. **Support during Impact Assessment:** The bidder is required to support CESL in carrying out impact assessment related activities in Muzaffarpur by assuring that all GPS devices are active during the project period and in case of any fault the same is rectified/replaced at the earliest.
5. **Device Collection:** Post the impact assessment, the bidder is required to collect and take back the GPS devices from all 500 electric cycles during the last periodic maintenance.

6.4 PRODUCT SPECIFICATION – ALL LOTS

The desired functional and technical specifications of electric cycles (applicable in Indian conditions) have been mentioned in this section of the document. However, the intent is not to specify and capture all the aspects of design and installation associated with electric cycles mentioned herein. It shall be the obligation of bidder(s) that all the systems, sub-systems and equipment's/devices shall conform in all respect to high standards of engineering, design and workmanship, and shall be capable of performing continuous commercial operation as per best industry standards.

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The functionality and specification of the electric cycles (unless otherwise mentioned in this document) need to be in accordance with the “Central Motor Vehicles Rules, 1989” of Government of India as per the below mentioned information:

- (a) vehicle is equipped with an electric motor having thirty-minute power less than 0.25 KW;
- (b) maximum speed of the vehicle is less than 25 km/hr;
- (c) vehicle is fitted with suitable brakes and retro-reflective devices, i.e. one white reflector in the front and one red reflector at the rear;
- (d) unladen weight (excluding battery weight) of the vehicle is not more than 60 kg;
- (e) in case of pedal assisted vehicle equipped with an auxiliary electric meter, in addition to above, the thirty minute power of the motor is less than 0.25 KW, whose output is progressively reduced and finally cut off as the vehicle reaches a speed of 25 km/hr, or sooner, if the cyclist stops pedaling.

Technical Specifications of Electric Cycles – Cargo

Parameter	Cargo electric cycle
Motor	
Type	Brush Less DC (BLDC)
Capacity	Less than 250 W with IP65 protection
Certification	As per IS 1391 (PART 2): 2018 or equivalent international standard
Battery- LFP Type having minimum 2000 charging cycles	
Type	Detachable Rechargeable Lithium-ion battery (LFP) with IP65/ IP67 protection
Battery Capacity	440 Wh having minimum range of 40 km in throttle mode
Charging rate	0.2C
Charger Type	36V/2A, Input 230V AC – Waterproof Charging Pin (IP 65 / IP67 Protection)
Battery Warranty	3 years with battery degradation of not more than 2.5% annually
Certification	IP 65 / IP67 Protection Certifications as per IS 16046 / AIS 156 or equivalent international standard
Electronics	
Display and Controller	Displaying On/Off, battery level, speed modes etc.
Cabling	Internal with IP65 / IP 67 protection
E-Braking	E-brake cut off (cut off power supply while braking)
Brakes and Reflectors and other equipment	
Front wheel	Disc Brake
Rear wheel	Disc / Drum brake
Front reflector	One white reflector (to be placed as per industry standards)
Back reflector	One red reflector (to be placed as per industry standards)
Indicators	LED Type (preferably orange) - Left - Right Indicators (Rear)

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Bidding Document for Procurement and Supply of Electric Cycles for promoting micro mobility solutions across India

Procurement of Goods

Single-Stage: One-Envelope



Parameter	Cargo electric cycle
Headlights	LED Type - Front (On Mudguard)
Electric Horn	On Handle and sound range between 83-112db
Locking Mechanism	Ignition Cut off
Other Components	
Frame	Steel tubes – 2039 (parts 1 to 3): 1991
Frame Type	UNISEX- Frame design Suitable for women
Rim Type	Double wall alloy
Rim size	24" X Minimum 1.9"
Gear	Single speed
Fork	Spring Type Suspension - Testing to be done as per EN 15194:2017 (E) or equivalent international standard
Handlebar	Testing to be done as per EN 15194:2017 (E) or equivalent international standard
Certification	All test certificates to be provided by NABL certified Labs
Saddle (Wide)	Extra Foam and Wide seat with - Size- 24.1 cm x 29.2 cm (+/- 10%)
Max Speed	25 kmph
Unladen weight of the cycle	<60 kg
Payload	120 kg
Tyre	Nylon tube tyre
Mudguards	Steel - Front and Back Weight and dimensions: Min 500 g or equivalent Front length: Min 635 mm (1 stay) or equivalent Back length: Min 1147 mm (2 stays) or equivalent
Basket/ Carrier	Steel - Front Basket L X W X H- Minimum 13"X7.2"X8" Steel - Long tail carrier and front load basket as per industry standards
Lock	External number chain lock
Cycle Stand	As per industry standards
Comprehensive Warranty on Product	3 Years (motor, controller, frame, fork, battery)

Sample Image



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Testing parameters for various components

Equipment	Testing Agency	Parameters
Motor	BIS/ NABL Certified Labs	IS 1391 (PART 2): 2018 or equivalent international standard
Battery	BIS/ NABL Certified Labs	AIS 156 OR IS 16046 (Part 2): 2018/ IEC 62133-2:2017 or equivalent international standard
Handlebars	NABL Certified Labs	EN 15194:2017 (E) or equivalent international standard
Fork	NABL Certified Labs	EN 15194:2017 (E) or equivalent international standard

- Electric cycles to be certified as per Central Motor Vehicle Rules (CMVR) from a recognized testing laboratory.
- Relevant certification of components mentioned in the table detailing Technical Specifications of the electric cycles is mandatory and to be provided at the time of bidding along with the technical proposal.
- Rear view mirrors, mobile holder, mobile bag, water bottle holder, additional seat, insulated bag, additional bag etc. are not part of the standard product. These should be provided at additional cost (as per actuals).

Note: The electric cycles before delivery, should meet all the regulatory and statutory norms and obtain all the approvals/NOCs from appropriate Indian Govt. agencies such as ICAT/ ARAI/ NABL/ AIS/ BIS etc.

6.5 Service Level Agreement, Liquidated Damages, Penalty and periodic Maintenance for Electric Bicycles- ALL LOTS

A. The bidder to follow the following SLA:

S. No	Service Level Parameter Description	Service Validation Description	LD
1	<p>Timely Delivery of Electric bicycle in working conditions:</p> <p>-</p> <ul style="list-style-type: none"> • The bidder must ensure the electric bicycles are 	<ul style="list-style-type: none"> • Bidder must ensure delivery of all electric bicycle to the client locations within 90 days of the issuance of the LoA/purchase order by CESL (in multiple lots) or as communicated by CESL before the delivery. • Copy of LoA/PO /intimation, Challan from Client: Delivery challan to be signed by representative of OEM and Client. 	<ul style="list-style-type: none"> • 0.5 % of the contract value per week or part thereof., with a maximum amount of liquidated damages @ 10% of the

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	<p>delivered as per scheduled date of delivery at designated place stated in LoA/ purchase order.</p> <ul style="list-style-type: none"> The electric bicycles to be equipped with agreed design and accessories. 	<ul style="list-style-type: none"> Invoice and warranty card (describing the T&C's of the warranty) to be delivered to the end user along with the electric bicycles. Bidder to ensure electric bicycles with same specifications, design and accessories are dispatched at client location. (CESL may undertake pre dispatch inspection of the lot ready to be delivered at the client location) 	<p>contract price. As defined in GCC 27.1, Section 8.</p>
S. No	Service Parameter Description	Service Validation Description	Penalty*
2	<ul style="list-style-type: none"> Helpline Numbers and business hours: - A customer service helpline number for calling, SMS and WhatsApp to be enabled during the business hours. A dedicated email address for customer queries/complaints, should also be enabled. "Business Hour" between 900 to 1800 hours IST, excluding Sundays and public holidays. 	<ul style="list-style-type: none"> The bidder must ensure at least 2 workmen assigned to register the ticket during the business hours. The Ticket(s) to be registered/recorded and to be shared with the dealer/technician/bidder/ concerning authority. The complaint must be acknowledged within 2 hours. The resolution time to be noted by client and selected bidder must comply to the SLA mentioned at S.No. 3 below. Develop MIS Dashboard for complaints handling mechanism and may integrate with EESL/CESL's system. Selected bidder shall submit a quarterly report of complaints registered and resolution timelines to CESL and Client in the format provided by CESL/Client from time to time. 	<ul style="list-style-type: none"> Non-working of complaint handling mechanism for more than 3 working days during the project period: 1st instance- INR 2000/- 2nd instance- INR 5000/- 3rd and subsequent instances: INR 10,000/- per instance Multiple instances of non-compliance may lead to encashing of 100% of BG
		Severity	Timelines

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3	<p>Warranty, Repair, and after sale services of electric bicycle: -</p> <ul style="list-style-type: none"> • Doorstep delivery of warranty services to be provided to end user. • Based on the availability of technician, nearest dealership, and severity of the defect, the bidder to ensure timely replacement or repair of the electric bicycle or its component(s) under warranty. • Replacement or repair of parts under warranty will be provided at no additional charges. • The normal wear and tear related issues shall not be a part of warranty services and resolution for the same can be provided on actuals. 	<p>High:</p> <p>Electric Components not working.</p>	<ul style="list-style-type: none"> • Turnaround time to replace or repair an electric bicycle component should not be more than 3 business days 	<ul style="list-style-type: none"> • In case the bicycle is to be replaced: A penalty of INR 1000 per day per bicycle after the assigned time till the time vehicle is replaced, will be charged. • In case the bicycle component is to be replaced: A penalty of INR 500 per day per bicycle after the assigned time till the time component is replaced, will be charged.
		<p>Low:</p> <p>Non-Electrical Fault</p>	<ul style="list-style-type: none"> • Turnaround time to replace or repair an electric bicycle component should not be more than 4 business days 	
4	<ul style="list-style-type: none"> • Periodic Service and Maintenance Schedule for Electric Bicycles 	<ul style="list-style-type: none"> • Service of preventive maintenance within 15 days from completion of service duration schedule as per Point B below 	@ INR 1,000/- for every week's of delay or part thereof.	
5	<ul style="list-style-type: none"> • GPS as a Service- 	<ul style="list-style-type: none"> • The bidder must ensure the electric bicycles are delivered as per parameters defined in this 	<ul style="list-style-type: none"> • @ INR 1,000/- for downtime 	

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	<p>Only for 500 electric cycles in Muzaffarpur</p> <ul style="list-style-type: none"> The electric bicycles under LOT I to be equipped with GPS devices. The successful bidder shall provide GPS service for a period of one (01) year from date of delivery. 	<p>document for monitoring of electric cycles in Muzaffarpur.</p> <ul style="list-style-type: none"> The bidder has to ensure the accuracy of the data captured through the devices (i.e location, data update frequency, geographical area, battery consumption, etc.) The bidder has to ensure full uptime (excluding period of scheduled maintenance) Any downtime issue to be resolved in 2 Business Hours. Successful bidder shall maintain/develop a dashboard for the 500 electric cycles and share the admin rights with CESL during the project period. Data shall be collected on weekly/ fortnightly basis and submitted to CESL as and when asked. 	<p>of more than 5 Business Hours.</p> <ul style="list-style-type: none"> 2nd instance- INR 5000/- 3rd and subsequent instances: INR 10,000/- per instance <p>Multiple instances of non-compliance may lead to encashing of 100% of BG.</p>
5	<p>Awareness of Warranty services at the time of delivery: -</p> <p>Awareness of the warranty services and its timeframe to be given to the end user.</p>	<ul style="list-style-type: none"> The bidder to mention the terms and conditions of the warranty on the warranty card. The timeframe of servicing of different components of electric bicycle to be mentioned clearly in the warranty card. 	
<p>*The maximum amount of penalty shall be: 10% of the contract price.</p>			

B. Periodic Service and Maintenance Schedule for Electric Bicycles

SI. NO	JOBS /ACTIONS	1ST SERVICE 3 months	2ND SERVICE 6 months	3RD SERVICE 12 months
1	Whole cycle	C	C	C
2	Brake system	C,I & A	C,I & A	C,I & A
3	Wheels/ Mudguards	I & A	I & A	I & A
4	Handle adjustment	A, I	A, I	A, I
5	Chain/Crank/Pedal	A, I, L	A, I, L	A, I, L
6	Fork/ suspension	C, I,L	C, I,L	C, I,L
7	Tyre pressure (30-40 PSI)	I	I	I
8	Electrical switches/ Lights/ wire harness	I	I	I

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SI. NO	JOBS /ACTIONS	1ST SERVICE 3 months	2ND SERVICE 6 months	3RD SERVICE 12 months
	Nuts & Bolts (Fasteners)	T	T	T
9	Rim/ Spokes	T & A	T & A	T & A
10	Battery functioning (cell voltage check, Capacity test)	I	I	I

A- Adjust, C-clean, L - Lubricate, I - Inspect & correct, T- Tighten

NOTE: Even if the free maintenance service is not availed by the end user, the product warranty shall remain intact.

The Successful Bidder(s) shall ensure that turnaround time for handling minor and major complaints for the electric bicycles is as per the SLAs at Section 6.5. This is a mandatory requirement.

The bidder needs to provide doorstep repair and maintenance services to the end user during the warranty period as a part of the contract. The bidder needs to ensure that supplied electric cycle at the site should be complete in all respect with necessary toolkit.

In case of any delay from the successful bidder(s) in delivery and maintenance of the electric bicycle as per stipulated timelines in this document and penalty amount becomes due as per the penalty clauses above, CESL reserves the right to raise a demand for which the successful bidder will have to make payment to CESL within 15 days of raising the demand in case of any delay CESL has the right to charge interest @1.5% per month or part thereof.

Penalty shall be recovered from the performance security/PBG submitted by the successful bidder without any maximum limit.

In case the demand is not paid within a stipulated duration, CESL has the right to recover the same by encashing the PBG as stated in PBG clauses.

Periodic Maintenance

- The selected bidder/s shall provide free periodic maintenance of electric cycle as defined in this tender for a period of one (01) year from the date of delivery. The cost shall be borne by the bidder(s) and should be included in the BOM.
- The maintenance may be extendable after the completion of one (01) year. It is at the sole discretion of the end user to avail the services of the selected bidder(s) for continuing the maintenance at appropriate market rate and mutually agreed at that point of time.
- It will be the sole responsibility of the end user to avail the maintenance services as defined in this tender after the initial period of one year.

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7. Delivery and Completion Schedule

The delivery period required for supply of electric bicycles would be within 90 days from the release of LoA/purchase order by CESL.

Item No.	Description of Goods or Related Services	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods or Completion Date for Related Services
LOT 1	Electric Bicycle Cargo	90 Days from the release of LOA/purchase order by CESL	Patna, Vaishali and Muzaffarpur, Bihar	Within 90 Days
LOT 2	Electric Bicycle Cargo	90 Days from the release of purchase order by CESL	Palakkad and Kannur, Kerala	Within 90 Days
LOT 3	Electric Bicycle Cargo	90 Days from the release of purchase order by CESL	Vidisha (Madhya Pradesh), Kuppam (Andhra Pradesh)	Within 90 Days

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Bidding Document for Procurement and Supply of Electric Cycles for promoting micro mobility solutions across India

Procurement of Goods

Single-Stage: One-Envelope



8. Drawings

NA



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VICE DIVISION, C=IN
Serial No : 17301E

Section 7: General Conditions of Contract

Table of Clauses

1.	Definitions	7-2
2.	Contract Documents	7-3
3.	Fraud and Corruption	7-3
4.	Interpretation.....	7-6
5.	Language.....	7-6
6.	Joint Venture.....	7-7
7.	Eligibility.....	7-7
8.	Notices.....	7-7
9.	Governing Law	7-7
10.	Settlement of Disputes	7-7
11.	Scope of Supply	7-7
12.	Delivery.....	7-8
13.	Supplier's Responsibilities.....	7-8
14.	Purchaser's Responsibilities.....	7-8
15.	Contract Price.....	7-8
16.	Terms of Payment	7-8
17.	Taxes and Duties.....	7-8
18.	Performance Security	7-9
19.	Copyright	7-9
20.	Confidential Information.....	7-9
21.	Subcontracting.....	7-10
22.	Specifications and Standards.....	7-10
23.	Packing and Documents.....	7-11
24.	Insurance	7-11
25.	Transportation.....	7-11
26.	Inspections and Tests.....	7-11
27.	Liquidated Damages.....	7-12
28.	Warranty	7-12
29.	Patent Indemnity.....	7-13
30.	Limitation of Liability	7-14
31.	Change in Laws and Regulations.....	7-14
32.	Force Majeure.....	7-14
33.	Change Orders and Contract Amendments	7-15
34.	Extensions of Time	7-15
35.	Termination.....	7-16
36.	Assignment.....	7-17
37.	Respectful Work Environment.....	7-17

Signature :-
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1. Definitions

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

- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "Eligible Countries" means the countries and territories eligible as listed in Section 5.
- (h) "GCC" means the General Conditions of Contract.
- (i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
- (k) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (m) "SCC" means the Special Conditions of Contract.
- (n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the

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Agreement and includes the legal successors or permitted assigns of the Supplier.

(p) "ADB" is the Asian Development Bank.

(q) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

3.1 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices, or other integrity violations, including the failure to disclose any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Contract and expel him from the Site, and the provisions of Clause 35 shall apply as if such termination had been made under Sub-Clause 35.1(a) (iii) [Termination].

3.2 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;

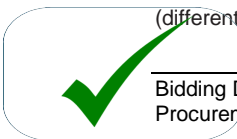
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- (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (vii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
 - (e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

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- 3.3 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:
- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
 - (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
 - (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
 - (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communication Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
 - (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
 - (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.
- 3.4 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.
- 3.5 The Supplier shall permit ADB or its representative to inspect the Supplier's site, assets, accounts and records and other documents relating to the bid submission and contract performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.
- 3.6 The Supplier undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the bid, have been given or received in connection with the procurement process or in the contract execution.²

² The undertaking also applies during the period of performance of the contract.

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4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

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

4.5 Nonwaiver

- (a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in

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- which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 6. Joint Venture**
- 6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 8. Notices**
- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required

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for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

- 12. Delivery** 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities** 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.
- 15. Contract Price** 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment** 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
- 17. Taxes and Duties** 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.



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- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

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20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that

- (a) the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition

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or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply).

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 6 (Schedule of Supply).

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission

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or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination

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indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

- 28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

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

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim,

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 VICES LIMITED, C=IN
 Serial No : 17301E



and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

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

30. Limitation of Liability

- 30.1 Except in cases of gross negligence or willful misconduct,
- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care

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on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27,

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unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in integrity violations, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect

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(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Respectful Work Environment

37.1 The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.

37.2 The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.

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Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: India
GCC 1.1(k)	The Purchaser is: Convergence Energy Services Ltd.
GCC 1.1 (q)	The Site is: As defined in Section 6- SS for each of the LOTs
GCC 4.2 (b)	The version of Incoterms shall be: <u>INCO Terms 2020 Edition</u>
GCC 5.1	The language shall be: <u>English</u> The language for translation of supporting documents and printed literature is: English
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: For the attention: Mr. Vishal Kapoor Title/position: Chief Executive Officer, EESL Employer: Convergence Energy Services Limited E-mail address: mdcesl@eesl.co.in Fax number: +91(011) 45801265
GCC 9.1	The governing law shall be: <u>Indian Law</u>
GCC 10.2	The formal mechanism for the resolution of disputes shall be: <u>For a contract with a Foreign Supplier:</u> International arbitration shall be conducted in accordance with the rules of Singapore International Arbitration Centre (SIAC). Arbitration shall be administered by SIAC. The place of arbitration shall be: Singapore <u>For a contract with a Local Supplier:</u> Any dispute between the employer and a contractor who is a national of the Employer's country arising in connection with the present contract shall be referred to as per provisions of Indian Arbitration and Conciliation Act 1996.

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GCC 11.1	The Scope of Supply shall be defined in: <u>Section 6 of this Rfp.</u>									
GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner:</p> <table border="1" data-bbox="446 321 1377 583"> <thead> <tr> <th data-bbox="446 321 782 422">Payment Milestones</th> <th data-bbox="789 321 1023 422">(Nos. Delivered)</th> <th data-bbox="1029 321 1377 422">Fund Disbursement (%)</th> </tr> </thead> <tbody> <tr> <td data-bbox="446 430 782 520">100% Post Delivery</td> <td data-bbox="789 430 1023 520">XX</td> <td data-bbox="1029 430 1377 520">100% of XX Nos. delivered</td> </tr> <tr> <td colspan="2" data-bbox="446 529 1023 583">Total (in INR)</td> <td data-bbox="1029 529 1377 583"></td> </tr> </tbody> </table> <ul style="list-style-type: none"> ➤ A single invoice shall be raised in a month for the nos. of delivered electric bicycles. ➤ Delivery challan to be signed by representative of OEM and Client. ➤ Invoice and warranty card (describing the T&C's of the warranty) to be delivered to the end user along with the electric bicycles. ➤ Bidder to ensure electric bicycles with same specifications, design and accessories are delivered at client location. (CESL may undertake pre/ post-dispatch inspection of the lot ready to be delivered at the OEM's/Client location). ➤ The payment will be made to the bidder within 60 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. ➤ If invoice is incomplete in any respect or if there is any non-compliance with relevant terms and conditions of LoA, 60 days shall be counted from the date of submission of all necessary documents provided that relevant terms & conditions of LoA have been completed. ➤ CESL shall facilitate the release of payment through ADB to the selected bidder(s) post confirmation received from the client regarding successful delivery of cargo electric cycles at the location specified by CESL and Proof of Delivery (PoD) (signed delivery challan (PoD) and proof of assembly) duly signed by the client representative & submitted by the bidder(s) along with the invoice. ➤ CESL shall submit joint statement signed by CESL and respective state rural livelihood mission (SRLM) to ADB with the checklist for selecting each woman beneficiary along with the details of the electric cycle issued i.e. serial number etc. to the respective beneficiary. The bidder shall facilitate in collecting and providing the details of beneficiaries as defined in Section 9- Annexure I under Declaration of Delivery of Electric Cycles. The template for beneficiary data collection at Annex I may get modified as per site/ location requirements. The signed joint statement shall be submitted along with other documents mentioned in 2.1 to ADB for processing of the payment. 	Payment Milestones	(Nos. Delivered)	Fund Disbursement (%)	100% Post Delivery	XX	100% of XX Nos. delivered	Total (in INR)		
Payment Milestones	(Nos. Delivered)	Fund Disbursement (%)								
100% Post Delivery	XX	100% of XX Nos. delivered								
Total (in INR)										
OR GCC 16.4	The currencies for payments shall be: INR for domestic bidders and bid currency USD/YEN/EURO for foreign bidders									



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 VICES LIMITED, c=IN
 User ID : mvenugopal
 Serial No : 1730C1E

GCC 18.1	The Supplier shall provide a Performance Security of ten (10) percent of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: INR
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GCC 18.3	<p>The forms of acceptable Performance Security are:</p> <p>Insurance Safety Bonds, Account Payee Demand Draft, Banker's Cheque, online payment, or Bank Guarantee from any Scheduled Commercial Bank authorized by RBI for transacting Government business. Details of such instruments are as below:</p> <ol style="list-style-type: none"> 1. Insurance Safety Bonds - As authorized by RBI 2. Details for Account Payee Demand Draft - In the name of "Convergence Energy Services Limited" payable at New Delhi 3. Banker's Cheque - In the name of "Convergence Energy Services Limited" payable at New Delhi 4. 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 5. Bank Guarantee - from any Scheduled Commercial Bank authorized by RBI for transacting Government business, in relevant format prescribed in Section VI of this Tender. 6. The forms of acceptable performance security are: a bank guarantee issued by a reputable bank located in the purchaser's country in New Delhi to the purchaser. If the institution issuing the performance security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable in the country of purchaser by such correspondent financial institution. <p>The Bank Guarantee must be valid to cover entire contract period + three months claim period.</p> <p>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 right to impose penalty and forfeit the original Performance Security.</p> <p>No interest on Performance Security will be payable to the Selected Bidder(s). Under no circumstance, exemption from Performance Security is permitted.</p> <p>The Bank Guarantee for Performance Security shall be considered effective only when BG issuance message is transmitted by the issuing bank through SFMS to CESL's Bank as per below given details:</p> <p style="text-align: center;">ICICI Bank include unique identifier CESL578807920 in the field 7037 of the SFMS cover message with IFSC Code ICIC0000007</p>
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 0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER
 VICES LIMITED, c=IN
 User ID : mvenugopal
 Serial No : 1730CLE



		BG Advancing Message - IFN 760COV / IFN 767 COV via SFMS	
		Field Number	Particulars (to be mentioned in Row 1)
		7037	CESL578807920
GCC 18.4	Discharge of the Performance Security shall take place: after the bidder duly performs and completed the contract in all respect but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.		
GCC 21.1	Subcontracting is not allowed.		
GCC 23.2	The packing, marking, and documentation within and outside the packages shall be: As defined in Section 6- SS of this Rfp.		
GCC 24.1	The insurance coverage shall be in accordance with: as mentioned in Section 6 – Scope of Supply of this Rfp		
GCC 25.1	Obligations for transportation of the Goods shall be in accordance with: as mentioned in Section 6 – Scope of Supply of this Rfp		
GCC 26.2	Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out as mentioned in Section 6 – Scope of Supply of this Rfp		
GCC 27.1	<p>The applicable rate for liquidated damages for non-adherence of the deliverables as defined in Section 6- SS for supply, warranty, maintenance etc. shall be: 0.5 % of the contract value per week or part thereof.</p> <p>The maximum amount of liquidated damages shall be: 10% of the contract price.</p> <p>Penalties for non-performance of SLAs shall be as per SLAs defined in Section 6- Schedule of Supply.</p>		
GCC 28.3	<p>The period of validity of the Warranty shall be: 3 Years from date of deployment_</p> <p>The place of final destination shall be: As defined in Section 6 of this Rfp for each of the LOTS.</p>		
GCC 28.5	The Supplier shall correct any defects covered by the Warranty as per the SLAs defined in Section 6- Scope of Supply after being notified by the Purchaser of the occurrence of such defects.		
GCC 30.1 (b)	The amount of aggregate liability shall not exceed the total contract value for each of the LOTS.		

Signature :-
 Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
 2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
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 0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER



Section 9: Contract Forms

Table of Forms

Notice of Intention for Award of Contract 9-2

Notification of Award 9-3

Contract Agreement 9-4

Performance Security 9-6

Advance Payment Security 9-7



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

Notice of Intention for Award of Contract

[on letterhead paper of the Purchaser]

[date of notification]

To: [name of the Bidder]
 Attention: [insert name of the Bidder's authorized representative]
 Address: [insert address of the Bidder's authorized representative]
 Telephone/Fax numbers: [insert telephone/fax numbers of the Bidder's authorized representative]
 E-mail Address: [insert e-mail address of the Bidder's authorized representative]

This is to notify you of our intention to award the contract [insert name of the contract and identification number, as given in the Bid Data Sheet]. You have [insert number of days as specified in ITB 40.1 of the BDS] days from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid; and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 46.1.

The summary of the evaluation are as follows:

1. List of Bidders

Name of Bidder	Bid Price as Read Out at Opening	Evaluated Bid Price

2. Reason/s Why Your Bid Was Unsuccessful

.....

3. The Successful Bidder

Name of Bidder:	
Address:	
Contract Price:	
Duration of Contract:	
Scope of the Contract Awarded:	
Amount Performance Security Required:	

Authorized Signature:

Name and Title of Signatory:

Name of Agency:



Signature :-
 Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
 2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
 0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
 0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER
 vices Corporation
 Serial No. : 1750CTE

Notification of Award

[on letterhead of the Purchaser]

Letter of Acceptance

[date]

To: [name and address of the supplier]

Subject: Contract No. [please specify]

This is to notify you that your Bid dated [date] for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] for the Accepted Contract Amount of the equivalent of [amount in words and figures and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement



Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=500033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER

Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the purchaser]* of *[insert complete address of the Purchaser]* (hereinafter “the Purchaser”), of the one part, and *[insert complete name of the supplier]* of *[insert complete address of the supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

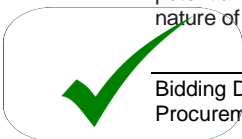
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Letter of Acceptance;
 - (b) Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) Addenda Nos. *[insert addenda numbers if any]*¹
 - (d) Special Conditions of Contract;
 - (e) List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (f) General Conditions of Contract;
 - (g) Schedule of Supply; and
 - (h) any other documents shall be added here.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

¹ Information contained in the addenda and or addendum should preferably be included in the contract documents to avoid potential ambiguities during contract implementation. If however, unavoidable priority should be decided depending on the nature of information provided in the addenda/addendum

Subject: CN=PERUGUPAL MANGALI, SERIALNUMBER=6255e4b071addea6ed041d61af
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0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1
0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER



IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[indicated name of country]* on the day, month, and year indicated above.

Signed by *[insert authorized signature for the Purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)



Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
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0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER
VIES LIMITED, C=IN
Serial No : 17301E

Performance Security

[Bank's name, and address of issuing branch or office]

Beneficiary:[Name and address of the Purchaser]

Date:[Insert date (as day, month, and year)]

Performance Guarantee No.:

We have been informed that [name of the supplier] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the contract] dated [date] with you, for the execution of [name of contract and brief description of goods and related services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]² [amount in figures] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [date] day of [month], [year],³ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded⁴

.....
[Signature(s) and seal of bank (where appropriate)]

-- Note to Bidder --

If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

- ² The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or in any freely convertible currency acceptable to the Purchaser.
- ³ Insert the date 28 days after the expected completion date. The Purchaser should note that in the event of an extension of the time for completion of the contract, the Purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."
- ⁴ Or the purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.



Subject : CN=VENUGOPAL MANOJALI, SERIALNUMBER=322ae1407adde40e041062a12b0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : mvenugopal
Serial No : 1730C1E

Advance Payment Security

[insert complete name and number of contract]

To: [insert complete name of the Purchaser]

In accordance with the payment provision included in the Contract, in relation to advance payments, [insert complete name of the supplier] (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of [indicate type of security], to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [insert currency and amount of guarantee in words and figures].

We, the undersigned [insert complete name of the guarantor], legally domiciled in [insert full address of the guarantor] (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [insert currency and amount of guarantee in words and figures].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until [insert date (as day, month, year)].

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.¹

Name: [insert complete name of person signing the Security]

In the capacity of [insert legal capacity of person signing the Security]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of [insert seal (where appropriate) and complete name of the guarantor]

Date: [insert date of signing]

-- Note to Bidder --

If the bank issuing advance payment security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

¹ Or the purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.



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

Declaration of Delivery of Electric Bicycles

Date: DD/MM/YY

To:

Convergence Energy Services Limited

Subject: Declaration of Delivery of Electric Cycles to Selected Female Beneficiaries

Dear Sir/Madam,

We, **[name of agency]**, hereby confirm the successful delivery of electric cycles to the selected female beneficiaries, as part of our ongoing pilot initiative with CESL under the ADB GEF 7 project.

The selection of the female beneficiaries had been carried out based on a following predefined checklist criterion jointly developed with CESL:

1. Member of SHG/ASHA Workers/ANMs/others
2. Engaged in Wage employment or self-employment
3. Age: Adult upto 40 years
4. Minimum work-related travel requirement: at least 5kms per day
5. Valid Bank Account and Govt. Id (Aadhar Card, Voter ID, Ration Card)
6. Ability to ride cycle

The distribution has been carried out in accordance with the agreed terms and conditions, and all electric cycles have been handed over to the intended recipients.

Attached to this declaration are details of the delivery with the list of recipients and their respective cycle serial numbers/unique identification number, at **Annex I** to substantiate this delivery.

We appreciate the support and assistance provided by CESL in facilitating this initiative, which aims to enhance electric mobility and improve the quality of life of the Beneficiaries.

Authorized Signatories:

Signature and Stamp of Nodal Officer of SRLM
Name
Designation
Date



Signature :-
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
2b0df90330ce06ba7e403d2817307f0d63, ST=TELANGANA, OID.2.5.4.17=50
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0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER
VICES LIMITED, C=IN
User ID : mvenugopal
Serial No : 1730C1E

Details of Electric Bicycles delivered to SHG Women										
Name of the State										
Name of the District/ City										
Name of Block										
Name of CLF										
Name and Mob. No. of Nodal Officer										
Any other details										
S.No.	Beneficiary Name	Age	ID (Aadhar Card / Voter ID / Ration card)	Proof	Contact Number	Name Supplier	of	Product Details (Unique Identification Number (UIN) of Electric Cycle)	GPS Device No. (Where applicable)	Date of Delivery
1	Beneficiary 1	.								
2	Beneficiary 2									
3	Beneficiary 3									
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
Signature										
Name and Stamp of the CLF/Block Officer										

Signature :-
 Subject: CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1
 2b0df90330ce06ba7e403d2817307f0d63, ST=TELANGANA, OID.2.5.4.17=50
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 0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER
 VICES LIMITED, C=IN
 User ID : mvenugopal
 Serial No: 1630C1E

Signature and Stamp of Nodal Officer of SRLM



Declaration from CESL

We, hereby confirm the successful delivery of electric cycles to the selected female beneficiaries, as part of our ongoing pilot initiative under the ADB GEF 7 project.

The details of selected beneficiaries along with details of product delivered are attached for ready reference.

The distribution has been carried out in accordance with the agreed terms and conditions, and all electric cycles have been handed over to the intended recipients.

We appreciate the support and assistance provided by the Asian Development Bank in facilitating this initiative thereby promoting sustainable transportation in the country.

Authorized Signatories:

Signature and Stamp of CESL Representative
Name
Designation
Date



Signature :
 Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61af
 2b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=50
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 0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER
 VICES LIMITED, c=IN
 User ID : mvenugopal
 Serial No : 1730C1E