

## CONVERGENCE ENERGY SERVICES LIMITED

2<sup>nd</sup> Floor, Core-3, SCOPE Complex,  
Lodhi Road, New Delhi-110003.

### CONTRACTS DEPARTMENT

#### OPEN TENDER

#### SECTION-1

#### DETAILED INVITATION FOR BIDS (IFB)

#### *FOR*

**Name of Work: "Selection of system integrator for design, development, operations, and maintenance of Web based National Payment Security Mechanism (PSM) Portal"**

**NIT/Bid Document No.: CESL/06/2024-25/PSM/24251211**

**Dated: 02.12.2024**

CESL invites E-bids from interested bidders for the aforesaid work(s) under Single-stage Two-envelope Bidding Process **THROUGH E-TENDERING\***. For details about the IFB, please refer to the details that follow. Any amendment(s)/corrigendum/clarification(s) with respect to this Tender shall be uploaded on the E-Procurement website only. The bidders should keep themselves updated by regularly visiting the E-Procurement website of CESL for any amendment/corrigendum/ clarification in regard to this Tender.

**For & on Behalf of CESL**

**NIT/Bid Document No.: CESL/06/2024-25/PSM/24251211**

**Dated: 02.12.2024**

**SECTION-1  
(IFB)**

**Page 1 of 6**

Signature : DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
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SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5



**Note (\*)**

- a) The bids for E-tenders will be submitted online on the web site <https://cesl.eproc.in>. Oral, telephonic, telegraphic bids or those submitted in hard copies/physical form will not be entertained.
- b) The Bidders are advised to submit their bids well on time preferably one hour prior to bid closing time to cater to possible system slow down/requirement of assistance by bidders etc. CESL shall not be responsible for late/non-submission of bids due to above scenario which are beyond CESL control during the closing minutes of the tender, though every effort will be made to keep the portal fully functional at all times during the bidding process.
- c) In case, anything to the contrary is mentioned anywhere in the Tender, the same should be ignored.
- d) In the event of a technical support being sought from the support team during the bidding process, the bidder may exercise abundant caution while sharing details of their bid so that the bid confidentiality is not compromised. CESL shall not be liable for any lapse in the part of the bidders leading to a possible breach in confidentiality of their bid(s).

**NIT/Bid Document No.: CESL/06/2024-25/PSM/24251211**

**Dated: 02-12-2024**

**SECTION-1  
(IFB)**

**Page 2 of 6**

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## **BID DETAILS**

NIT/Bid Document No.	CESL/06/2024-25/PSM/24251211
Tender Fee	INR 25,000/- (Rupees Twenty Five Thousand Only) Non-Refundable and Non-adjustable).
Earnest Money Deposit	The Bidder has to submit the EMD amounting to INR 23.15 Lakhs (INR Twenty Three Lakh and Fifteen Thousand only) (EMD to be valid up to ( <i>bid validity+45 days</i> ) days from the date of techno-commercial bid opening).
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 02 December 2024 to 23 December 2024 (Up to 1400 IST)
Online Bid Submission Period	From 02 December 2024 to 23 December 2024 (Up to 1430 IST)
Pre-Bid Conference	<p>On 10.12.2024 at 11:00 Hrs IST through video Conferencing Meeting link:</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzVhYTRjOWItNTU1NC00MDA4LWE1NjYtOTdmMzA2ZTZhOTIz%40thread.v2/0?context=%7b%22Tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%220id%22%3a%2268fae98a-e398-4afd-badc-d3e5d5b850f8%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzVhYTRjOWItNTU1NC00MDA4LWE1NjYtOTdmMzA2ZTZhOTIz%40thread.v2/0?context=%7b%22Tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%220id%22%3a%2268fae98a-e398-4afd-badc-d3e5d5b850f8%22%7d</a></p> <p>Note:</p> <ul style="list-style-type: none"><li>• Bidder shall ensure at their end that the device from which bidder is attending the online meeting is configured appropriately (if required).</li><li>• CESL shall not be responsible for any issue arising on this context. All the queries shall be sent well in advance as mentioned in Annexure-2 of Section-4 (if any).</li></ul>
Techno-commercial E-bid Opening Date & Time	<p>On 23.12.2024 at 15:00 hrs</p> <p>Note:</p> <p>The bidder shall ensure at their end that the device from which bidder is attending the online meeting is configured appropriately (if required). CESL shall not be responsible for any issue arising in this context. All the queries shall be sent well in advance as mentioned in Annexure-2 of Section-4 (if any)</p>
Bid Validity Duration	180 days from the date of opening of techno-commercial bid
Bid Documents Sections in this Tender	Section-1 - Detailed Invitation for Bids (IFB) Section-2 – Information to Bidders (ITB). Section-3 – General Conditions of Contract (GCC).

**NIT/Bid Document No.: CESL/06/2024-25/PSM/24251211**

**Dated: 02.12.2024**

**SECTION-1  
(IFB)**

**Page 3 of 6**

Signatures of DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
19554168fbb078b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003  
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SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5



	Section-4 – Technical Specification and Special Conditions of Contract (SCC) Section-5 – Measurement and Verification. Section-6 – Forms & Procedures.
Contact Person(s) for Technical Queries ( <i>copy of the query to be marked to Contracts Dept. as well</i> )	Sh. Ankur Bansal (DM-IT) Sh. Abhishek Agarwal (Head-IT) Convergence Energy Services Ltd Email: (Ankur.bansal@eesl.co.in), (head-it@eesl.co.in)
Contact Person(s) for Tender-related Queries	Sh. Ashim Bhattacharya (Head-Contracts), Ms Neha Bhatnagar (Head – Public Relations) Sh. M Venugopal (Manager– Contracts), Sh. Deepak Mittal (Dy. Manager - Contracts), Convergence Energy Services Ltd. E-mail: <a href="mailto:head-contracts.cesl@eesl.co.in">head-contracts.cesl@eesl.co.in</a> , <a href="mailto:head-pr.cesl@eesl.co.in">head-pr.cesl@eesl.co.in</a> <a href="mailto:mvenugopal@eesl.co.in">mvenugopal@eesl.co.in</a> , <a href="mailto:dmittal@eesl.co.in">dmittal@eesl.co.in</a>
RfP to be addressed to	CGM (Contracts) Convergence Energy Services Limited. Core-3, 2 <sup>nd</sup> Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

1.0 All the bids must be accompanied by Tender Fee, Bid Security/EMD, as mentioned above. **Bids not accompanying the Tender Fee and Bid Security/EMD, or those accompanied by these instruments of inadequate value, shall not be entertained and in such cases, the bids shall not be opened.**

The tender fee and Bid Security/EMD must reach the following address in a sealed envelope superscribed **“EMD and Bidding Document Fee for. CESL/06\_\_\_\_\_”** before the submission date & time mentioned above.

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

The details of the instruments of Tender Fee (DD/BG, etc. as applicable) have to be entered online in relevant fields/columns of the module while submitting the E-bid. It must be ensured by the bidder that the original instruments towards Tender Fee and EMD are received by CESL before opening time of the techno-commercial bids for verification of the details of the same as given online by the bidder. Failure to comply with this would render the bid liable for rejection and the bid will not be opened online. CESL will not be responsible for any delay, loss or non-receipt of Bidding/RfP Document Cost or EMD sent by post/courier.

**NIT/Bid Document No.: CESL/06/2024-25/PSM/24251211**

**Dated: 02-12-2024**

**SECTION-1  
(IFB)**

**Page 4 of 6**

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Any relaxation/exemption sought by bidders shall only be considered in accordance with relevant clauses Section-2 (ITB) regarding submission of EMD and Tender Fee and shall be subject to fulfilment of conditions defined in the said clauses. Since all the conditions explained in the said clauses for seeking exemption from submission of Tender Fee & EMD are self-explanatory, bidders should ascertain about their fulfilment of all conditions and submit their bid accordingly. If at any stage, it is found that false information is furnished or non-compliance of any of the conditions defined at the said clauses, the bid/offer shall be considered as non-responsive and would not be considered for further evaluation. Bidder seeking exemption from submission of the Tender Fee and the EMD has to mandatorily submit/upload the scanned copy of their valid original registration certificate(s) as asked for in the relevant, clause along with other relevant documents as part of their online bid.

**2.0** In case Hard copy part of the bid is not received by CESL till the deadline for submission of the same prescribed by CESL, but the bidder has uploaded the soft copy part of the bid, the soft copy part of the Envelope-1 (First Envelope) bid uploaded on the portal shall be opened in line with provisions of Bidding Documents. Such bids will be rejected during preliminary examination. However, in case of MSEs who are exempted from submission of Tender fee and Bid Security/EMD, non-submission of Hard copy part shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 4.2, Section-2.

**3.0** CESL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

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

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

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

**4.2** Bidders are requested to visit "e-Tendering" section at CESL website, [www.convergence.co.in](http://www.convergence.co.in) for instructions and registration on E-tendering portal.

#### **Steps for Registration on CESL's E-Procurement Portal**

- (i) Open portal by entering URL <https://cesl.eproc.in> in internet explorer.

<b>NIT/Bid Document No.: CESL/06/2024-25/PSM/24251211</b> <b>Dated: 02-12-2024</b> <small>           Generated by: DEEPAK MITTAL, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0            195541691bb018035d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003            OID.2.5.4.20=7eeeb15638e51e783c366f2195d258477ba122d8a7d0285ec39            1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY            SERVICES LIMITED, C=IN            User ID : deepak.mittal            Serial No : 42B5AC49A8F409F7A17642029CA001A5         </small>	<b>SECTION-1</b> <b>(IFB)</b>	<b>Page 5 of 6</b>
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- (ii) Download and read 'System Requirement Manual' and Registration Manual from our e-tendering portal <https://cesl.eproc.in>
- (iii) Click on 'Login/Sign Up' link and then Registration link for new registration.
- (iv) Fill all mandatory fields and click on submit button.
- (v) Login with the user id and password you have created. You will be redirected to a page where you have to enter your challenge phrase which is received in your registered email id.
- (vi) Register your class-III Signing and Encryption Digital Signature Certificate (DSC).
- (vii) Fill all mandatory fields of Common Info form and upload scan copy of your DD (in favour of "Convergence Energy Services Limited", Delhi) in PDF format of INR 5,000/- and click on save and send the original DD to CESL, Delhi office, Covering Letter on your letter head pad and print out of page regarding registration of approval (automatically generated on screen).
- (viii) Also read the instructions given under E-tendering link available at home page of CESL website [www.convergence.co.in](http://www.convergence.co.in).

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

#### 4.3 (A) Digital Signature Certificate:

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

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

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

**NIT/Bid Document No.: CESL/06/2024-25/PSM/24251211**

**Dated: 02-12-2024**

**SECTION-1  
(IFB)**

**Page 6 of 6**

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**SECTION-2**  
**INSTRUCTIONS TO THE BIDDER (ITB)**

Topics	Page No.
<b>A. The Bidding Documents</b>	<b>04</b>
1 The bidding documents includes the following	04
<b>Definitions</b>	<b>04</b>
<b>Interpretations</b>	06
1.2 Clarification on Bidding Documents	07
1.3 Amendment to bidding documents	07
1.4 Tender Fee	08
<b>B. Preparation of Bids</b>	<b>08</b>
2.1 Procedure for Submission of Bid/RfP.	08
2.2 Cost of Bid/ RfP	09
2.3 Language of Bids	09
2.4 Bid Security/Earnest Money Deposit (EMD) as attachment 2 in First Envelope:	09
2.5 Power of Attorney	14
2.6 Certificate regarding Acceptance of Important Conditions	15
2.7 Deviations,	15
2.8 Bid prices	15
2.9 Price Basis	16
2.10 Period of Validity of Bid	16
2.11 Format and Signing of Bid	16
2.12 Contents of the RfP/Bid	16
2.13 Conflict of Interest	16
2.14 Disclaimer	17
2.15 Authorized Signatory (Bidder or Consortium of bidders)	17
2.16 Consortium related conditions	17
2.17 Contact details of the Bidder or Consortium of bidders	18
2.18 Inspection / Checking / Testing	18
2.19 Removal of Rejected Goods and Replacement	18
2.20 Access to Bidders Premises	19

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SERVICES LIMITED, C=IN  
User ID : deeepak.mittal

2.21 Taxes, Levies and Duties	19
2.22 Terms of Payment	19
2.23 Delivery Schedule	19
2.24 Source of Supply	19
2.25 Statutory Compliance/Certificate regarding Cyber Security Product	19
<b>C. Submission of Bids</b>	<b>19</b>
3.1 Sealing and Marking of Bids	19
3.2 Deadline for submission of bids	20
3.3 Late Bids:	20
<b>D Bid Opening and Evaluation</b>	<b>20</b>
4.1 Bid Opening Process	20
4.2 Clarification on Bids	21
4.3 Preliminary Examination of Bids.	21
4.4 Arithmetical errors rectification process	21
4.5 Preliminary Evaluation	21
4.6 Acceptance of Important Condition	21
4.7 Technical Evaluation	22
4.8 Commercial Evaluation	23
4.9 Evaluations of Deviations:	23
a) Technical and Commercial Deviations	23
b) Time schedule (program of performance)	23
c) Functional Guarantees of the facilities	24
d) Work, services, facilities etc., to be provided by CESL	24
4.10 Illustrative Method of Evaluation	24
4.11 Contacting CESL	25
<b>E Award of Contract</b>	<b>25</b>
5.1 Award criteria.	25
5.2 Quantity Variation/Option Clause & Repeat Order Clause	25
5.3 CESL's right to accept any bid and to reject any or all bids	25
5.4 Letter of Intent / Letter of Award	26

Signature :-  
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 SERVICES LIMITED, C=IN  
 User ID : deeepak.mittal



5.5 Modifications	26
5.6 Performance security	26
5.7 Corrupt or Fraudulent practices:	27
5.8 Ineligibility for Future Tenders	27
6.0 Liquidated Damages	27
7.0 Governing Law	28
8.0 Inspections and Tests	28
9.0 Transportation, Demurrage Wharfage, Etc.	28
10.0 Warranty	29
11.0 Third-Party Consultancy Services	29
12.1 Scope of Services	29
12.2 Standard and Special Services	30
12.3 Due Diligence	30
12.4 Reporting	30
12.5 Staffing	30
12.6 Contact Person of the Consultant	31
12.7 Independence of the Consultant	31
12.8 Commencement and Completion	31
12.9 Force Majeure	30
12.10 Suspensions or Termination	30
12.11 Remuneration of the Consultant	31
12.12 Terms of Payment	31
12.13 Method of Payment	31
12.14 Insurance against Liability and Damages	31
<b>LIST OF ACRONYMS</b>	<b>32</b>

Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
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## **SECTION-2**

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

**Name of Work: "Selection of system integrator for design, development, operations, and maintenance of Web based National Payment Security Mechanism (PSM) Portal".**

**NIT/Bid Document No.: CESL/06/2024-25/PSM/24251211**

**Dated: 02.12.2024**

**NOTE:**

**THE TERMS & CONDITIONS STIPULATED IN SECTION-4 WILL SUPERSEDE ANY CONTRADICTORY/SIMILAR/OVERLAPPING TERMS & CONDITIONS IN ANY OTHER SECTION/PART OF THE TENDER**

### **A. THE BIDDING DOCUMENTS**

**1.1 The bidding documents include the following**

Section-1	Invitation for Bids (IFB)
Section-2	Instructions to Bidder / Consortium of Bidders (ITB)
Section-3	General Conditions of Contract (GCC)
Section-4	Special Conditions of Contract explaining in detail technical specifications, scope of work for supply/supply and installation & Commissioning/Consultancy, drawings, documents in support of bidder's qualifications (Qualifying Requirement), and Online Price Bid format. (SCC)
Section -5	Measurement and Verification
Section-6	Forms and Procedure

The bidder is expected to examine all the instructions, forms, terms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of bid.

### **Definitions**

In the "Bid / Tender / Contract Document" as herein defined where the context so admits, the following words and expression will have the following meaning:

1. "Affiliate" shall mean a company that either directly or indirectly
  - i) controls or
  - ii) is controlled by or
  - iii) is under common control with a Bidding Company (in the case of a single company) and "control" means ownership by one company
2. "B.I.S" shall mean specifications of Bureau of Indian Standards (BIS);
3. "Bid / Tender" shall mean the Techno Commercial and the Price Bid submitted by the Bidder along with all documents/credentials/attachments, formats, etc., in response to this Bid Document, in accordance with the terms and conditions hereof.
4. "Bidder / Tenderer" shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require";
5. "Bid Security" shall mean the unconditional and irrevocable bank guarantee/ demand draft/Insurance Surety bond to be submitted along with the Bid by the Bidder;
6. "Bidding Company" shall refer to such single/consortium company that has submitted the Bid in accordance with the provisions of this Bid;
7. "Bid Deadline" shall mean the last date and time for submission of Bid in response to this Bid as specified in Bid Information Sheet and as specified in ITB Clause 3.2 of this Bid document

Signature: CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf40  
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**NIT/BID Document No.: CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

**Dated:**

**SECTION  
- 2 (ITB)**

**Page 4 of 31**

- including all amendments thereto;
8. "Bid Document" shall mean all Definitions, Sections, Layouts, Drawings, Photographs, Formats & Annexures etc. as provided in this bid including all the terms and conditions hereof.
  9. "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
  10. "Competent Authority" shall mean CEO & Managing Director (MD) of himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;
  11. "Company" shall mean a body incorporated in India under the Companies Act, 1956;
  12. "Contract" means the agreement entered into between CESL and the Contractor, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
  13. "Contract Price / Contract Value" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in Bid and/or the Contract rates as payable to the Contractor for the entire execution and full completion of the Work (Price for Supply, Transportation (including loading, unloading and transfer to Site), Insurance including change order.
  14. "Completion of Work" means that the Project/Works have been completed operationally and structurally and Commissioning has been attained as per Technical Specifications.
  15. "Commissioning" means successful operation of the Project/Works by the Contractor, for the purpose of carrying out Guarantee Test(s).
  16. "Contract Document" shall mean collectively the Bid Document, Design, Drawings, and Specifications, Annexures, agreed variations, if any, and such other documents consisting the bid and acceptance thereof;
  17. "Contractor's Equipment" means all plant, Works, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Works that are to be provided by the Contractor, but does not include plant and equipment, or other things intended to form or forming part of the Works.
  18. "Day" means calendar day;
  19. "Defect Liability Period" means the period of validity of the warranties given by the Contractor (commencing at Completion of the Project/Works, during which the Contractor is responsible for defects with respect to the Project/Works.
  20. "CESL" or "CESL" shall mean Convergence Energy Services Limited, New Delhi.
  21. "Eligibility Criteria" shall mean the Eligibility Criteria as set forth in Section 3: Technical & Special Conditions of Contract of this BID;
  22. "Engineer-in-Charge" shall mean the person designated from time to time by CESL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract;
  23. "Effective Date" means the date from which the Time for Completion shall be determined;
  24. "GCC" means the General Conditions of Contract contained in this section;
  25. "GHI" shall mean Global Horizontal Irradiation.
  26. "Goods" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Works by the Contractor under the Contract but does not include Contractor's Equipment;
  27. "Guarantee Test(s)" means the test(s) specified in the Technical Specification to be carried out to ascertain whether the Project/Works is able to attain the functional requirements specified in the Technical Specifications.
  28. "The Government" means the Government of India.
  29. "IEC" shall mean specifications of International Electro-Technical Commission;
  30. "CESL" shall mean Convergence Energy Services Limited;
  31. "Mobilization" shall mean establishment of adequate infrastructure by the Contractor at Site comprising of construction equipment's, aids, tools tackles, offices with facilities such as power, water, communication etc. including manpower comprising of Engineers, supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of Work at site(s), in accordance with the agreed Time Schedule of Completion of Work.
  32. "O&M/ AMC" shall mean Operation & Maintenance (O& M)/ Annual Maintenance Contract (AMC) of the supplied equipment's;
  33. "Parent Company" shall mean a company that holds paid-up equity capital directly or

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 OID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
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 User ID : deeepak.mittal

- indirectly in the Bidding Company, as the case may be;
34. "Price Bid" shall mean separate Envelope, containing the Bidder's Quoted Price as per the format prescribed in Section-4 (Technical & Special Conditions of Contract) of this BID;
  35. "Qualified Bidder" shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Eligibility Criteria set forth in Section 3: Technical& Special Conditions of Contract of this BID stand qualified for opening and evaluation of their Price Bid;
  36. "SNA" shall mean State Nodal Agency.
  37. "SCC" means the Special Conditions of Contract.
  38. "Statutory Auditor" shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;
  39. "Services" means all those services ancillary to the supply of the Works, to be provided by the Contractor under the Contract; e.g. transportation(including loading, unloading and transfer to Site) and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all civil, structural and construction materials required),installation,/Pre-commissioning, commissioning, carrying out guarantee tests, operations, maintenance, the provision of operations and maintenance manuals, training of CESL's personnel and one or two persons from the beneficiaries groups are imparted trainings etc.
  40. "Successful Bidder(s) / Contractor(s)" shall mean the Bidder(s) selected by CESL pursuant to this Bid i.e. on whom award is made. They are also called as implementing partner which includes Consultants also.
  41. "Site" means the Land and other places upon which the Works are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site. The details of the Site are as contained in Section 3: Technical& Special Conditions of Contract of this BID.
  42. "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the Work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal representatives, successors and permitted assigns of such person, firm or company.
  43. "Standards" shall mean the standards mentioned in the technical specification of the goods and equipment utilized for the Work or such other standard which ensure equal or higher quality and such standards shall be latest issued by the concerned institution like Bureau of Indian standards(BIS), MNRE, etc.
  44. "Time for Completion" means the time within which Completion of the Project/Works is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract;
  45. "Work" means the "Goods" to be supplied and installed, as well as all the "Services" to be carried out by the Contractor under the Contract;
  46. "Wp" shall mean Watt Peak.
  47. Third Parties means to which CESL has awarded some work and consultant may be required to co-ordinate with third parties as per scope of work.
  48. Agreed Remuneration means the fee to which consultant is entitled as per their quoted and agreed price according to the contract.
  49. Consultant: The consultant shall be the professional undertaking or the professional individual named in the contract who is appointed by CESL to perform the services.

### Interpretations

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

## 1.2 Clarification on Bidding Documents

A prospective Bidder requiring any clarification to the bidding documents may notify CESL in writing or email or by post or by telex or telefax at CESL's mailing address indicated below. CESL will respond

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1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d3322663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deeepak.mital@cesl.co.in

**BID Document No: CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

**Dated:**

**SECTION**  
**- 2 (ITB)**

**Page 6 of 31**

in writing to any request for clarification or modification of the bidding documents that it receives no later than the date specified for pre-bid queries in the RfP. The response to the queries will be posted on the e-tender portal.

The address of CESL, for communication:

Head (Contracts),  
Convergence Energy Efficiency Limited,  
C/o Floor 2<sup>nd</sup> Floor, Core 3  
Scope Complex, Lodhi Road,  
New Delhi-110003  
Tel: +011-42259600

The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.

CESL will also facilitate the bidder and any of its personnel or agents for getting permission from the authorities, where actual work is to be executed, to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify CESL and also the authorities, where work is to be executed, and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

Whenever the bidder is silent about the acceptance of RfP/IFB conditions such as bank guarantee, warranty period, liquidated damages, certification of relation clause no.2.13 [Conflict of Interest] etc. it shall be presumed that the bidder has accepted and certified RfP/IFB conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.

The Bidder shall be deemed to have examined the Bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the Works in line with the Technical specifications and Scope of Work specified in the document at the offered rates and to have satisfied himself to the sufficiency of his Bid. The bidder shall be deemed to know the scope, nature and magnitude of the work and requirement of materials, equipment, tools and labour involved, local and national wage structures and as to what all works he has to complete in accordance with the Bid documents irrespective of any defects, omissions or errors that may be found in the Bid documents.

### 1.3 Amendment to bidding documents

At any time prior to the deadline for submission of bids, CESL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. The amendment/clarification to the RfP will be notified in writing on its e-tendering portal.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, CESL may, at its discretion, extend the deadline for the submission of bids.

### 1.4 Tender Fee

Interested bidder/consortium of bidders may download the RfP/ Tender documents from the website/e-portal (<http://convergence.co.in> or <https://cesl.eproc.in>)

While submitting the bid, bidder shall submit Tender Fee as mentioned in Section-1 in the form of DD/Pay Order/Banker's Cheque/NEFT/RTGS in favour of "Convergence Energy Services Limited" payable at New Delhi along with the bid.

Exemption from submitting Tender Fee is allowed to MSEs (Micro & Small Enterprises) registered under Udyam Registration. In case, exemption is sought by the bidder, valid document/certificate in support of exemption from payment of Bid Document Cost to be submitted by the bidder.

**Note:** Medium enterprises are not eligible for exemption.

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SERVICES LIMITED, C=IN  
User ID : deeepak.mittal

**BID Document No: CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

**Dated:**

**SECTION**  
**- 2 (ITB)**

**Page 7 of 31**

## B. PREPARATION OF BIDS

### 2.1 Procedure for Submission of Bid/RfP.

Single Stage Single Envelope Bidding Process:

The Bidder or Consortium of bidders should submit hard copy of the offer, i.e. Techno Commercial and Price Bid together in a single sealed envelope superscripted with Bid/RfP number and date, content of envelope, name of work and Bid opening date. Bid-Form, Power of Attorney, Certificate regarding acceptance of important terms and conditions, Deviations Statement, Form of acceptance of Fraud Prevention Policy, etc. as per format defined in Section-6 (Forms & Procedures) shall also be submitted in the same envelope.

Single Stage Two Envelope Bidding Process:

The Bidder shall submit thier bid in Two Envelopes, it contain the details of the offer as follows:

**Envelope-I** should contain the documents mentioned under heading Envelope-I of Section-4 of tender document (This envelope appears ONLINE in dynamic form in case of E-tenders).

Physical copy of Tender Fee, Bid Security/EMD to be submitted to CESL office on or before the deadline for submission of the bid. Envelope contening these document should be super-scribed with Bid/RfP number and date, name of work and Bid opening date, content of envelope i.e. bid security/price bid etc.

Scanned copy also to be uploaded on the E-Procurement portal/website, and details to be entered therein, during bid submission.

**Envelope-II** should contain Price Bid in the format prescribed in the tender document. (In case of E-tender Price bid is to be submitted ONLINE).

Single Stage Three Envelope Bidding Process:

The Bidder shall submit thier bid in three Envelopes, it contain the details of the offer as follows:

**Envelope-I** should contain the documents mentioned under heading Envelope-I of Section-4 of tender document (This envelope appear ONLINE in dynamic form in case of E-tenders).

Physical copy of Tender Fee, Bid Security/EMD to be submitted to CESL office on or before the deadline for submission of the bid. Envelope contening these document should be super-scribed with Bid/RfP number and date, name of work and Bid opening date, content of envelope i.e. bid security/price bid etc.

Scanned copy also to be uploaded on the E-Procurement portal/website, and details to be entered therein, during bid submission.

**Envelope-II** should contain Techno commercial Proposal of the bid. It should contains documents mentioned under heading Envelope-II of Section-4 of tender document. This envelope appear ONLINE in dynamic form in case of E-tenders.

**Envelope-III** should contain Price Bid in the format prescribed in the tender document. (In case of E-tender Price bid is to be submitted ONLINE).

In case of manual tender, copy of Bid/RfP should be a complete document and should be bound as a volume separately. The document should be page numbered and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. All pages of the bid are to be signed by the authorized signatory (authorized through power of attorney) and must be having official seal of the bidder.

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1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deeepak.mittal

**NOT BID Document No: CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

**Dated:**

**SECTION  
- 2 (ITB)**

**Page 8 of 31**



**Bids not accompanied by Tender Fee/ Bid Security Fees or EMD, or valid document in support of exemption, etc. shall be out-rightly rejected and treated as non-responsive. Further, their price-bid will not be opened.**

In case of manual tender, for tenders received in unsealed/unstapled/open condition or without any superscription, resulting in opening of tender before due date, the risk and responsibility of losing confidentiality shall rest with the tenderer.

## **2.2 Cost of Bid/ RfP (To be submitted before bid submission time)**

The Bidder or Consortium of bidders shall bear all costs associated with the preparation and submission of its Bid/RfP, including cost of presentation for the purposes of clarification of the bid, if so desired by CESL. CESL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

## **2.3 Language of Bids**

The proposal prepared by the bidder/consortium of bidders and all correspondence and documents relating to the Bid/RfP exchanged by the bidder/consortium of bidders and CESL, shall be written in English language, provided that any printed literature furnished by the bidder/consortium of bidders may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

## **2.4 Bid Security/Earnest Money Deposit (EMD) (To be submitted before bid submission time)**

Amount of Bid Security: Bid Security/Earnest Money Deposit as mentioned in Section-I of tender document is to be submitted.

The bidder shall furnish, as part of its bid, a bid security in a separate envelope (ITB Clause 2.1). The bid security shall, at the bidder's option, be in the form of a Banker's cheque/Demand Draft in favor of "**Convergence Energy Services Limited**" or a bank guarantee as per format in Section-6. Bid security/EMD shall remain valid for a period of 45 days beyond the original bid validity period. If there is any extension in bid validity period, then CESL may ask the bidder to extend the validity of bid security.

Any bid not accompanied by an acceptable bid security, shall be rejected by CESL as being non-responsive and returned to the bidder without being opened. The bid security of a consortium must be in the name of all the partners in the consortium submitting the bid. If lead partner is mentioned in case of consortium, then bid security can be in the name of lead partner.

The bid securities of the bidders will be returned as per the provisions mentioned in Section-4.

The bid security may be forfeited if:

- a. If the bidder withdraws its bid during the period of bid validity as specified in the bid / RFP document.
- b. If the bidder fails within the specified time limit:
  - To sign the LOA acceptance and contract agreement within 10 days & 28 days respectively from placement of LoI/Award letter.
  - To furnish the required performance security, in accordance with the tender document.

Please note that:

1. Following benefits will be given to Start ups and MSEs in this tender: -

All MSEs notified as per GFR 2017 clause no. 1.10.4 and as notified below shall be exempted from payment of Tender Document Fee and Bid Security/ Earnest Money Deposit. For claiming this exemption, MSE must, along with their offer, provide proof of their being registered as MSE (indicating

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SERVICES LIMITED, C=IN  
User ID : deepak.mittal

**BID Document No: CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

**Dated:**

**SECTION  
- 2 (ITB)**

**Page 9 of 31**

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

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

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

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

**2.1 Where the tendered quantity can be split:** In a bid, if prices quoted by participating Micro and Small Enterprises (MSEs) fall within the price band of L1+15%, such MSE shall also be allowed to supply 25% of the total tendered quantity by bringing down their prices to L1 prices. In case of more than one such MSE (L1+15%) the supply shall be shared proportionately (to tendered quantity), subject to the condition that such MSEs match the L1 price. Further, 4% out of above 25% shall be from MSEs owned by SC/ST entrepreneurs & 3% out of above shall be from MSEs owned by women entrepreneurs. This quota is to be transferred to the general category MSEs in case of NON-availability of MSEs owned by SC/ ST entrepreneurs & Women entrepreneurs respectively.

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

**2.3** MSE owned by SC/ST is defined as:

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

**2.4** MSE owned by Women is defined as:

- a. In case of proprietary MSE, proprietor(s) shall be Women

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

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

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

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

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			<p>and not getting the order after splitting and award is going to all non MSE bidder(s), then in such event 25% will be awarded to MSE bidder(s) who fall in the range of L1+15% subject to price matching and remaining 75% will be awarded as per the tender conditions to general bidders subject to matching L1 rates.</p> <p>(d) If after splitting MSE bidder(s) are getting order for more than or equal to 25%, then other MSE bidder(s) will not be awarded any work under purchase preference clause even if they fall in the range of L1+15%. However, they will be considered for award of work as any other general bidder as per tender conditions subject to matching of rates in order of ranking.</p> <p>(e) If MSE bidder is a single resultant vendor, then the quantity that would be considered for award to such bidder will be as defined in the pre-declared split ratio to L-1 bidder in the tender condition; provided the quoted rates of the bidder are found reasonable by CESL. However, CESL reserves the right to award 100% quantity to such MSE bidder provided the MSE bidder has got ATO which is corresponding to the cumulative applicability for 100% order value. In case, where ATO of the MSE bidder is less than what is required for 100% cumulative order value, then work may be awarded to such MSE bidder in proportion to the ATO. For exp: If ATO of MSE bidder is 56% of the cumulative ATO requirement of 100% order value, then maximum 56% work may be awarded to the MSE bidder. However, in such case CESL reserves the right to award appropriate quantity based on the existing requirement and such decision will be taken by CESL which will be binding on the bidder. CESL may take consent from the bidder for award of such quantity (which is over and above the quantity to be allotted to L-1 bidder as per pre-declared split</p>
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			ratio) before award.
Cannot be split as per tender conditions	25% of total experience as required for general bidders	85% of total ATO as required for general bidders	(a) If MSE is L1, 100% order will be given to MSE. (b) If MSE is within the range of L1 + 15%, 100% order will be given to MSE subject to price matching with L1 bidder. (c) If MSE is not L1 and not in range of L1 + 15%, no work will be given to MSE.

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

# whereas, startup means an entity, incorporated or registered in India:

- Not prior to ten years.
- With annual turnover not exceeding INR 100 crore in any preceding financial year, and
- Working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
- Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence. Provided also that an entity shall cease to be a Startup if its turnover for the any previous financial years has exceeded INR 100 crore or it has completed 10 years from the date of incorporation/ registration.

Note: For Start-up firms, Gazette Notifications dated: 19-Feb-2019, G.S.R. 127 (E), and subsequently issued notifications will be considered.

NOTES: -

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

## 2.5 Power of Attorney

Power of Attorney as Attachment 3 in first envelope: A power of attorney duly authorized by a notary public, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus

Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deeepak.mittal

**BID Document No: CSI/06/2024-25/PSM/24251211**  
**02.12.2024**

**Dated:**

**SECTION**  
**- 2 (ITB)**

Page 13 of 31

the bid is binding upon the bidder during the full period of its validity in accordance with ITB clause 2.10.

## 2.6 Certificate Regarding Acceptance of Important Conditions

Certificate Regarding Acceptance of Important Conditions as Attachment 4 is to be submitted in first envelope.

## 2.7 Deviations

No deviation, other than mentioned in Deviation statement, is permitted by CESL, to the provisions of the bidding documents listed in ITB sub-clause 4.6.

The Bidders are advised that while making their bid proposals and quoting prices, these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate indicating their compliance to the provisions relating to the clauses listed in ITB sub-clause 4.6 in Attachment 4. Attachment 4 for acceptance of important conditions duly signed and stamped by the bidder is to be furnished in a separate sealed first envelope/Online.

Deviations, if any, from the terms and conditions of bidding documents or technical specifications shall be listed only in Attachment 5 to the bid. The Bidder shall also provide the additional price, if any, for withdrawal of the deviations. However, the attention of the bidders is drawn to the provisions of ITB sub-clause 4.6 regarding the rejection of bids that are not substantially responsive to the requirements of the bidding documents.

Bidders may further note that except for the deviations listed in Attachment 5, the bid shall be deemed to comply with all the requirement in the bidding documents and the bidders shall be required to comply with all such requirements of bidding documents and technical specifications without any extra cost to CESL irrespective of any mention to the contrary, anywhere else in the bid, failing which the bid security of the bidder may be forfeited.

At the time of award of contract, if so desired by CESL, the bidder shall withdraw these deviations listed in Attachment-5 at the cost of withdrawal stated by him in his bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected and bid security forfeited.

## 2.8 Bid prices


Unless otherwise specified in the technical specifications, bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation, survey cost, monitoring and verification cost and completion of the facilities including supply of mandatory spares or spares to be supplied during warranty (if any). This includes all requirements under the contractor's responsibilities for testing, pre -commissioning and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract and Technical Specification.

Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. If a Bidder wishes to make a deviation to the provisions of the bidding documents, such deviations shall be listed in Attachment 5 of its bid. The bidder shall also provide the additional price, if any, for withdrawal of the deviations, pursuant to ITB sub-clause 2.7.

Bidders shall give a breakdown of the prices in the manner and detail called for in the price schedules.

## 2.9 Price Basis

Signature :-  
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
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SERVICES LIMITED, C=IN  
User ID : deeepak.mittal

 **BID Document No: CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

<b>Dated:</b>	<b>SECTION</b> <b>- 2 (ITB)</b>	<b>Page 14 of 31</b>
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Price basis of the price quoted shall be on F.O.R (Free on Road) destination basis for site. Price mentioned in the quotation must be firm. Hence prices in Letter of Award shall be firm and not subject to escalation till the execution of the complete order and its subsequent amendments accepted by the bidder even though the completion / execution of the order may take longer time than the delivery period specified and accepted in the Letter of Award.

Statutory variation in applicable taxes & duties (other than excise duty) shall only be on account of CESL in case bidder has shown the rates of present taxes in their bid and other prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. Even in case prices asked in Bid price Schedule are quoted as inclusive of taxes, tax rates shall be shown separately. Bidders shall quote all prices in Indian Rupees only.

## 2.10 Period of Validity of Bid

Bid shall normally remain valid for a period of 75 days for Open Tender and 90 days for Global Tender. However, a higher validity period shall be admissible depending upon the size and complexity of the tender and the same shall be specified in section-1 of the RfP.

A bid valid for a shorter period may be rejected by CESL as being non responsive. In exceptional circumstances, CESL may solicit the bidder's consent to an extension of the bid validity period before the expiry of the bid validity. The request and response thereto shall be made in writing through letters/ e-mails. If the bidder accepts to prolong the period of validity, the bid security/EMD shall also be suitably extended. A bidder may refuse the request for Bid Validity Extension without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

## 2.11 Format and Signing of Bid

The original copy of the bid, consisting of the documents listed in ITB sub-clause 1.1 shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney accompanying the bid and submitted as Attachment 3 to the bid under ITB sub-clause 2.5. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory to the bid.

*The above is not applicable for online bidding process.*

## 2.12 Contents of the RfP/Bid

The Bidder or consortium of bidders is expected to examine all instructions, forms, terms & conditions and scope of work in the RfP/bid documents. Failure to furnish all information required or submission of an RfP/bid document not substantially responsive to the RfP/bid document in every respect will be at the bidder's risk and may result in the rejection of the RfP/bid.

## 2.13 Conflict of Interest

CESL's policy requires that a bidder participating in a procurement/contract process under CESL financed projects shall not have a conflict of interest. All bidders found to have a conflict of interest shall be ineligible for award of contract.

A. Bidder may be considered to have a conflict of interest in a bidding process if:

- it, or any of its affiliates, has been engaged by CESL to provide consulting services for the preparation or implementation of a project, and participates in a bidding to provide goods, works, or non-consulting services resulting from or directly related to such consulting services. Or
- it submits more than one bid in a bidding process, either individually or as a partner in a joint venture, except for permitted alternative bids. This will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of a firm as a subcontractor in more than one bid and the participation of a bidder as a subcontractor in another bid in certain types of procurement/contract, if permitted by CESL's bidding

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User ID : deeepak.mittal

- documents; or
- c) it (including its personnel or sub-contractors) has a business or family relationship with a member of a CESL's staff (or of the project implementing staff, or of a recipient of a part of the loan) who: are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or would be involved in the implementation or supervision of such contract unless the authority inviting tenders shall be informed of the fact/ such relationship at the time of submission of the tender and the conflict stemming from such relationship has been resolved in a manner acceptable to CESL throughout the procurement process and execution of the contract. CESL may in its discretion reject the tender or rescind the contract.; or
- d) In addition to above the following provisions of Manual for Procurement of Goods (June, 2022) shall also apply:  
A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- i) they have controlling partner (s) in common; or
  - ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
  - iii) they have the same legal representative/agent for purposes of this bid; or
  - iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
  - v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
  - vi) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
    1. The principal manufacturer directly or through one Indian agent on his behalf; and
    2. Indian/foreign agent on behalf of only one principal.
  - vii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

## 2.14 Disclaimer

CESL and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of CESL and/or any of its officers, employees.

## 2.15 Authorized Signatory (Bidder or Consortium of bidders)

The bidder or consortium of bidders as used in the RfP/ bid document shall mean the one who has signed the bid/RfP document forms. The bidder or consortium of bidders should be the duly authorized representative of the bidder/consortium of bidders, for which a certificate of authority/power of attorney will be submitted along with the offer. This should clearly define the authority provided to the authorized representative. Complete offer, all certificates and documents (including reply to any clarifications sought and any subsequent correspondences) shall be furnished and signed on all pages by the authorized representative.

The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder or consortium of bidders shall be annexed to the bid as attachment 3 in envelope 1. CESL may reject outright any proposal not supported by adequate proof of the signatory's authority.

Signature :  
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
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**BID Document No: CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

**Dated:**

**SECTION  
- 2 (ITB)**

**Page 16 of 31**



## 2.16 Consortium related conditions

The bidder shall have the option to submit the proposal either alone or along with other partner companies. **Prerequisites for bidder have been specified in qualifying requirement and other parts of the tender document.** The lead partner shall be the sole point of contact for all purposes of the Contract. The lead partner will have the prime and sole responsibility for the execution of the scope of work. Any information/clarification submitted to the lead partner by CESL will mean that the same has been conveyed to all partners. However, the partner companies should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The bidder or any of the partner companies should not have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage of tendering process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, CESL shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the tenderer & forfeiture of bid security/EMD/CPG.

## 2.17 Contact details of the Bidder or Consortium of bidders

Bidder or Consortium of bidders who wants to receive CESL's response to queries should give their contact details to CESL. The Bidder or Consortium of bidders should send their contact details in writing at CESL's contact address.

## 2.18 Inspection / Checking / Testing

All materials / Equipment manufactured by the bidder/consortium of bidders against the Letter of Award shall be subject to inspection, check and/or test by CESL or his authorized representative at all stages and place, before, during and after the manufacture. All these tests shall be carried out in the as per technical specifications and bidder shall submit the relevant test reports. If upon delivery the material / equipment does not meet the specification, the materials / equipment shall be rejected and returned to the bidder for repairs / modification etc. or for replacement. In such cases all expenses including the to-and-fro freight, repacking charges, any other costs etc. shall be to the account of the bidder.

### 2.18.1 Inspections and Tests

- i. Inspection of Goods: CESL or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to CESL. (SCC and the Technical Specifications shall specify what inspections and tests the CESL requires and where they are to be conducted). CESL shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.
- ii. The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Contractor or its subcontractor(s), all reasonable Works and assistance, including access to drawings and production data shall be furnished to the inspectors at no cost to CESL.
- iii. Should any inspected or tested Goods fail to conform to the specifications, CESL may reject and the Contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to CESL.
- iv. CESL's right to inspect, test and, where necessary, reject the Goods after the arrival at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by CESL or its Representative prior to the Goods shipment.
- v. Nothing in GCC Clause 6 shall in any way release the Contractor from any warranty or other obligations under this Contract.

## 2.19 Removal of Rejected Goods and Replacement

If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specification, the same shall be rejected by CESL or duly authorized representative and notification to this effect will be issued to the bidder normally within 7 days from the date of receipt of the material at the work/site/office.

Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
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SERVICES LIMITED, C=IN  
User ID : deeepak.mittal

The bidder shall arrange removal of the rejected items within 15 days from the date of notification. In the event, the bidder fails to lift the materials within the said 15 days, CESL shall be at liberty to dispose off such rejected items in any manner as it may deemed fit. All expenses incurred on storage, disposal etc. shall be recoverable from the bidder.

## 2.20 Access to Bidders Premises

CESL and/or its authorized representative shall be provided access to bidder and/or his sub-bidder's premises, at any time during the pendency of the Order, for expediting, inspection, checking, etc. of work, if it is felt by CESL.

## 2.21 Taxes, Levies and Duties

Prices of items shall be quoted as per instruction contained in SCC. However, Bidders are required to quote their prices inclusive of all taxes and duties except applicable GST. The Input Tax Credit (ITC) available, if any, under the GST Law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price. CESL's liability shall be only for applicable GST. Bidder is to arrange on its own to deliver the material at site. No road permit shall be provided by CESL. Bidders are also requested to refer Clause no. 14 of Section-3 (GCC).

## 2.22 Terms of Payment

The payment will be made by CESL to the bidder in accordance with the terms and conditions specified in section 4 of special conditions of contract of tender document/agreed upon during negotiation and reproduced in Letter of Award.

## 2.23 Delivery Schedule

Time will be the essence of order and no variation shall be permitted in the delivery time/delivery schedule mentioned in the order unless agreed by CESL without levy of LD. Tentative time schedule is enclosed in the RfP/ bid document. Refer Section-4 (SCC) of tender document for delivery schedule. Delivery of the equipment/material described shall be deemed to constitute acceptance of this order and terms and conditions by the bidder at the price specified.

## 2.24 Source of Supply

The bidder shall ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. Where the imports are unavoidable, all such items shall be imported by the bidder in time against his own import license without affecting the contractual delivery schedule.

## 2.25 Statutory Compliance/ Certification regarding Cyber Security Products

A certificate (as per the format present in Section-6) is to be submitted by the bidders that the items offered meet the definition of domestically manufactured/produced Cyber Security Products as per MeitY notification vide File no. I(10)/2017-CLES dt. 06.12.19 or subsequent notification. The above certificate shall be on Company's letterhead and signed by Statutory Auditor or Cost Auditor of the Company.


Apart from the above, bidders are also requested to submit their bids as per the requirement of the following circulars.

- i) Order No. F.7/10/2021-PPD (1) Dated 23.02.2023 of DoE (MoF) or latest
- ii) Order No: P-45021/2/2017-PP (BE-II) dated: 16-Sept-2020 of DPIIT or latest

## C. SUBMISSION OF BIDS

### 3.1 Sealing and Marking of Bids

Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
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SERVICES LIMITED, C=IN  
User ID : deeepak.mittal

 BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

<b>Dated:</b>	SECTION - 2 (ITB)	Page 18 of 31
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The Bidder shall seal the original copy of the bid in envelope duly marking the envelopes as "ORIGINAL BID". All envelopes must be super-scribed with name of work, RfP No., envelope no., content of envelope and date and bid opening date. The envelopes shall then be sealed in an outer envelope which should also be super scribed with name of work, RfP/ bid document no./package no. and date and bid opening date.

### 3.2 Deadline for submission of bids

The Bidders are advised to submit their bids well on time preferably one hour prior to bid closing time to cater to possible system slow down/requirement of assistance by bidders etc.. CESL shall not be responsible for late/non-submission of bids due to above scenario which are beyond CESL control during the closing minutes of the tender, though every effort will be made to keep the portal fully functional at all times during the bidding process.

Bids must be received by CESL at the address specified as under and the bids will be opened at the same address as per timings stated in IFB and as repeated below.

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

Date of submission of bids : As mentioned in Section-I  
Date of bid opening : As mentioned in Section-I

Bids must be received at the address specified above but no later than the time and date stated as above. In the event of the specified date for submission of bids being declared a holiday for CESL, the bids will be received up to the appointed time on the next working day.

CESL may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-Clause 1.3, in which case all rights and obligations of CESL and bidders will thereafter be subject to the deadline as extended.

### 3.3 Late Bids:

Any bid received by CESL after the bid submission deadline prescribed by CESL, pursuant to ITB Clause 3.1& 3.2, will be rejected and returned in unopened condition.

In case of an online tender, if the hard copy (ies) of bid documents of the bid received by CESL prior to deadline stipulated in tender, but the bidder fails to submit its bid online within the stipulated time than in such case, their bid documents received in hard copies shall not be accepted and will be returned to them in unopened condition.

## D. BID OPENING AND EVALUATION


### 4.1 Bid Opening Process

CESL will open all bids in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the NIT. Bidders' representatives shall sign a format as proof of their attendance.

Bidders' names, bid prices, discounts, the presence or absence of requisite bid security and other such details as CESL, at its discretion, may consider appropriate, will be announced at the opening.

Late bids pursuant to ITB clause 3.2 and/or bids not accompanied by requisite Tender Fee, bid security/ or applicable document as specified in the RfP in a separate sealed envelope pursuant to ITB clause 1.4 & 2.4, will be rejected and returned unopened to the bidder.

Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
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SERVICES LIMITED, C=IN  
User ID : deepak.mittal

 **BID Document No: CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

<b>Dated:</b>	<b>SECTION</b> <b>- 2 (ITB)</b>	<b>Page 19 of 31</b>
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Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.

CESL will prepare minutes of the bid opening.

## 4.2 Clarification on Bids

During bid evaluation, CESL may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. The address for communication will be same as ITB clause 1.2.

## 4.3 Preliminary Examination of Bids.

CESL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

## 4.4. Arithmetical errors rectification process

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited in accordance with ITB Sub-Clause 2.4.

CESL may waive off any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the bidder in Attachment 4 to its bid, and that does not prejudice or affect the relative ranking of any bidder as a result of the technical and commercial evaluation, pursuant to ITB clauses 4.7 and 4.8.

## 4.5. Preliminary Evaluation

Prior to the detailed evaluation, CESL will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality's or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, CESL's rights or the successful bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

## 4.6. Acceptance of Important Condition

No deviation, whatsoever, is permitted by CESL to the provisions relating to the following clauses (Important Conditions). Party is to submit the following as attachment 4 in envelope 1:

Governing Laws	-	Clause 07 of ITB
Settlement of Disputes	-	Clause 06 of GCC
Terms of payment	-	Clause 2.22 of ITB
Performance Security	-	Clause 5.6 of ITB
Taxes and Duties	-	Clause 2.21 of ITB & 14 of GCC

Signature :-  
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**NOTED** BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

**Dated:** SECTION  
- 2 (ITB) Page 20 of 31

Completion Time Guarantee	-	Clause 26 of GCC
Defects Liability	-	Clause 27 of GCC
Functional Guarantee	-	Clause 28 of GCC
Patent Indemnity	-	Clause 29 of GCC
Limitations of Liability	-	Clause 30 of GCC
Statutory Compliance/ Certification regarding Cyber Security Products	-	Clause 2.25 of ITB
Project information, Estimation, Assumptions and conditions for Evaluation	-	As per Tables in price bid

Bidders are required to furnish a certificate as per Attachment 4, indicating their compliance to the provisions of the above clauses in a separate sealed envelope. In case the certificate as per Attachment-4 duly signed and stamped by the bidder, is not furnished along with the bid in a separate sealed envelope, the bid shall be rejected and returned to the bidder without being opened

At the time of award of contract, if so desired by CESL the bidder shall withdraw the deviations listed in attachment 5 at the cost of withdrawal stated by him, in his bid. In case the bidder does not withdraw the deviations proposed by him in attachment 5 to his bid, if any; at the cost of withdrawal stated in his bid, his bid will be rejected and security will be forfeited.

CESL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by CESL, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

#### 4.7. Technical Evaluation

CESL will carry out a detailed evaluation of the bids previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, CESL will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- Overall completeness and compliance with the technical specifications and drawings; deviations from the technical specifications as identified in Attachment 5 to the bid; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non- responsiveness.
- Achievement of specified performance criteria by the facilities as per scope of work
- Type, quantity and long-term availability warranty spare parts and also mandatory and recommended spare parts and maintenance services
- Any other relevant factors, if any, listed in the tender document, or that CESL deems necessary or prudent to take into consideration.

#### 4.8. Commercial Evaluation

The comparison shall be of the FOR site price of domestically manufactured plant and equipment including type test charges, if any and mandatory spares, warranty spares plus applicable sales tax & duties as well duties and taxes paid/payable on components and raw materials incorporated or to be incorporated in the plant and equipment including mandatory spares/warranty spares plus the cost

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of loading, unloading, local transportation, insurance covers, installation and commissioning, civil work other services required under the contract including service tax and surcharge, if any plus any survey cost, monitoring and verification cost, distribution cost, scrap disposal cost, annual maintenance cost, any services as per scope of work, administrative charges and statutory agencies cost including service tax and surcharge, if any. CESL's comparison will also include the costs resulting from application of the evaluation procedures described in ITB sub-clause 4.9. However, the price of recommended spare parts or optional spares or services, if asked in the bid, shall not be considered for evaluation of bids.

CESL's evaluation of a bid will take into account, in addition to the bid prices indicated in price schedules in section 4 along with the corrections pursuant to ITB sub-clause 4.3, the following costs and factors that will be added to each bidder's bid price in the evaluation using pricing information available to CESL, in the manner and to the extent indicated in ITB sub-clause 4.9 and in the technical specifications:

- a) The cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the technical specifications as identified in Attachment 5 to the Bid.
- b) Compliance with the time schedule called for and evidenced as needed in a milestone schedule provided in the bid.
- c) The functional guarantees of the facilities offered as per scope of work.
- d) The extra cost of work, services, facilities etc, required to be provided by CESL of third parties.

#### 4.9. Evaluations of Deviations:

Pursuant to ITB Sub-Clause 4.8, the following evaluation methods will be followed:

##### *a) Technical and Commercial Deviations*

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this bidding document. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Attachment 5 to the bid will be used if necessary. If such a price is not given in Attachment-5, CESL will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

##### *b) Time schedule (program of performance)*

The plant and equipment covered by this bidding are required to be transported/ shipped and installed, and the facilities are to be completed within the period as mentioned below.

Completion of all facilities/work: As per year/months in SSC.

The above date will be the effective date specified in the contract agreement. Bidders are required to base their prices on the time schedule or, where no time schedule is given, on the completion date(s) given above. No credit will be given for earlier completion.

The master network and the key milestone dates will be discussed with the successful bidder and agreed upon in pre-award discussion before issuance of Letter of Award. Engineering drawing and data submission schedule shall also be discussed and finalized before the issuance of Letter of Award.

After the Letter of Award, the contractor shall plan the sequence of work manufacture, supply, installation to meet the above stated dates of successful completion of facilities and shall ensure all work, manufacture, shop testing, inspection and shipment of the equipment in accordance with the required sequence.

##### *c) Functional Guarantees of the facilities*

Bidders shall state the functional guarantees (e.g. performance, efficiency, consumption) of the proposed facilities in response to the technical specifications. In case a minimum (or a maximum, as the case may be) level of functional guarantees is specified in the technical specifications for the bids

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to be considered responsive, bids offering plant and equipment with such functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

*d) Work, services, facilities etc., to be provided by CESL*

Where bids include the undertaking of work or the provision of services or facilities by CESL in excess of the provisions allowed for in the bidding documents, CESL shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

#### 4.10. Illustrative Method of Evaluation

	Any Bidder (INR)
1. Quoted bid price without taxes and duties (After considering arithmetical errors)	
i) Ex works including Excise duty price including Type test Charges/Lab Test charges + inland transportation including inland Transit insurance etc. For equipment and spares	N1
ii) Prices for dismantling and/or installation	N2
iii) Prices for additional Warranty, if any	N3
iv) Total Price	N(N1+N2+N3)
2. Taxes and Duties	
i) CST/VAT/GST	T1
ii) Service Tax	T2
iii) Total	T(T1+T2)
3. Cost Compensation	
i) Technical Cost Compensation	TCC
ii) Commercial Cost Compensation	CCC
iii) Total	TCC+CCC
4. Adjustments for Functional Guarantees	X
5. Final Evaluated Bid Price	N+T+TCC+CCC+X

#### 4.11. Contacting CESL

Subject to ITB Clause 12, no Bidder shall contact CESL on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

Information relating to the examination, evaluation and comparison of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a Bidder to influence CESL in CESL's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

## E. AWARD OF CONTRACT

### 5.1. Award criteria

Single Contract or in case of turnkey projects following mode of contract may be applicable.

Subject to ITB Clause 5.3, CESL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated technically acceptable bid or bid offering highest return to CESL as the case may be as per tender documents and special

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conditions of contract, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

Except for the deviations listed in Attachment-5, the bidder would be required to comply with all the requirements of bidding documents without any extra cost to CESL failing which his bid security will be forfeited. Further, CESL may request the bidder to withdraw any or all of the deviations listed in Attachment – 5 to the winning bid, at the price shown for the deviation in Attachment 5 to the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected and bid security forfeited.

The mode of contracting with the Successful Bidder will be as per stipulation briefly indicated below:

- (i) First Contract: For supply of plant and equipment.
- (ii) Second Contract: For providing all services i.e. inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation (including civil. Structural steel work & allied work, if applicable) insurance covers other than inland transit insurance, erection, testing & commissioning, conducting Guarantee tests in respect of all the Goods supplied under the 'First Contract' and all other
- (iii) Services as specified in the Contract Documents.

The above Contracts will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contract which will confer a right on CESL to terminate the other Contract also at the risk and the cost of the Contractor.

## 5.2. Quantity Variation/Option Clause & Repeat Order Clause

### 5.2.1 Quantity Variation/Option Clause

**CESL reserves the right to vary the quantity of supply/services items upto +/- 25% and/or delete any items of the above altogether during the validity of Contract. Successful bidder, on whom award is made, is to supply this quantity variation at same price and terms and conditions of contract. However, the finalized permissible variation in Quantity shall be specified in Section-4**

### 5.2.2 Repeat Order

**CESL reserves the right to place repeat order upto 50% of original contract value in case of urgency for part quantity for similar work on same prices, terms and conditions. The date of repeat order will not beyond 3 months after the completion of earlier order.**

**5.2.3 Applicability of the above clause (cl. 5.2.1 and cl. 5.2.2) will be specified in Section-4 (SCC). The bidder should note that either one of these clauses may be applicable in the tender as specified in Section-4 (SCC). the finalized permissible variation in Quantity in either case shall be specified in Section-4.**


## 5.3. CESL's right to accept any bid and to reject any or all bids

The CESL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without assigning any reason thereof and incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for CESL's action.

## 5.4. Letter of Intent / Letter of Award

Prior to the expiration of the period of bid validity, CESL will notify the successful bidder in writing by issuing Letter of Award (LOA) either through telefax/ e-mail or though registered/speed

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 **BID Document No: CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

<b>Dated:</b>	<b>SECTION</b> <b>- 2 (ITB)</b>	<b>Page 24 of 31</b>
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post/couriered letter, that its bid /offer has been accepted. The Letter of Award (LOA) will constitute the formation of the contract.

The bidder shall return duplicate copy of the LOA/contract and the other enclosed documents duly signed as a token of acknowledgement, within 10 days from the date of receipt of this order. Bidder is to make two original copies of Contract Agreement as per the format attached in the RfP Documents.

Upon the successful bidder's furnishing of the performance security pursuant to ITB Clause 5.6, CESL will promptly notify each unsuccessful bidder and will discharge its bid security/EMD.

## 5.5. Modifications

The contract agreement constitutes an entire agreement between the parties hereto. Any modifications to the contract agreement shall become binding only upon the same being confirmed in writing duly signed by both the parties.

CESL reserves the rights to cancel the order in the part or in full by giving one week advance notice thereby if-

- The bidder fails to comply with any of the terms of the order.
- The bidder becomes bankrupt or goes in to liquidation.
- The bidder makes general assignment for the benefit of the creditors and any receiver is appointed for the property owned by the bidder.

### 5.5.1 Signing the Contract Agreement

At the same time as CESL notifies the successful Bidder that its bid has been accepted, CESL will send the bidder the contract agreement provided in the bidding documents, incorporating all agreements between the parties.

Within twenty-eight (28) days of receipt of the contract agreement, the successful bidder shall sign and date the contract agreement and return it to CESL. Contract agreement will contain agreement on stamp paper, bid documents and bidder's offer etc.

## 5.6. Performance security

Within twenty-eight (28) days after receipt of the letter of award, the successful bidder shall furnish the performance security for three to ten percent (03%-10%) of the contract price. The actual value of Contract Performance Guarantee (CPG) will be as defined in Section-4 or as specified in tender documents and in the form provided in the section "Forms and Procedures" of the bidding documents or in another form acceptable to CESL. Bidders are also requested to refer Clause no. 13.3 of Section-3 (GCC).

In case Joint Deed(s) of Undertaking by the Contractor along with his associate(s)/collaborator(s) form part of the Contract, then, unconditional Bank Guarantee(s) from such associate(s)/collaborator(s) for amount(s) specified in Bid

Failure of the successful Bidder to comply with the requirements of ITB Clause 5.5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event CESL may make the award to the next lowest evaluated bidder or call for new bids.

## 5.7. Corrupt or Fraudulent practices:

CESL requires that bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, CESL: defines, for the purposes of this provision, the terms set forth below as follows:

- a. i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of CESL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive CESL of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the CESL.

## 5.8 Ineligibility for Future Tenders

Notwithstanding the provisions specified in ITB sub clause 2.4 and ITB sub clause 5.8, if a bidder after having been issued and letter of award, either does not sign the contract agreement or does not submit an acceptable performance security pursuant to ITB clause 5.6, such bidder may be considered ineligible for participating in future tenders of CESL for a period as may be decided by CESL.

### 5.8.1 Interchangeability Certificate

Successful bidder is to submit interchangeability certificate for its product supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period than the improved version of product can be used in warranty/ maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge at same cost& terms and conditions. Successful Bidder, on whom letter of award has been placed, has also to confirm that the prices of improved version of product is not lesser than the original product or its parts in comparison.

Note: Special Terms and Conditions will prevail upon the instruction to Bidders.

## 6.0 Liquidated Damages

Liquidity damages (LD) shall be as specified in Section-4 (SCC).

However, in general, in case of any delay in the execution of the order beyond the stipulated time schedule including any extension permitted in writing, CESL reserves the right to recover from the bidder a sum equivalent to 0.5% of the value of the delayed equipment installation/unexecuted portion of work for each week of delay and part thereof subject to a maximum of 5% of the total value of the contract.

Alternatively, CESL reserves the right to purchase and distribute equipment/ material from elsewhere at the sole risk at the cost of successful bidder/contractor and recover all such extra cost incurred by CESL in procuring the material from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources etc. Further, if any extra cost is incurred by CESL due to delay in work completion by the party beyond the completion time as per P.O./L.O.A., the same shall also be recovered from party's invoice/EMD/BGs etc.

Alternatively, CESL may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above.


## 7.0 Governing Law

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

## 8.0 Inspections and Tests

8.1 Inspection of Goods: CESL or its representative shall have the right to inspect and/or to test the

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 **BID Document No: CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

<b>Dated:</b>	<b>SECTION</b> <b>- 2 (ITB)</b>	<b>Page 26 of 31</b>
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Goods to confirm their conformity to the Contract specifications at no extra cost to CESL. (SCC and the Technical Specifications shall specify what inspections and tests the CESL requires and where they are to be conducted). CESL shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Contractor or its subcontractor(s), all reasonable Works and assistance, including access to drawings and production data shall be furnished to the inspectors at no cost to CESL.

8.3 Should any inspected or tested Goods fail to conform to the specifications, CESL may reject and the Contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to CESL.

8.4 CESL's right to inspect, test and, where necessary, reject the Goods after the arrival at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by CESL or its Representative prior to the Goods shipment.

8.5 Nothing in GCC Clause 6 shall in any way release the Contractor from any warranty or other obligations under this Contract.

#### 8.6 Manuals and Drawings.

8.6.1 Before the Goods and Services are taken over by CESL, the Contractor shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable CESL to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

8.6.2 The manuals and drawings shall be in the English ruling language and in such form and numbers as stated in the contract.

8.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to CESL.

8.6.4 It shall be the obligation of the Contractor to train and familiarize the designated person by CESL in regard to the operation manual and drawings.

### 9.0 Transportation, Demurrage Wharfage, Etc.

Contractor is required under the Contract to transport the Goods to place of destination defined as Site. Transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.

Successful bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc. Successful bidder indemnify CESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by successful bidder as per settlement solely. CESL has no role to play in this matter.

### 10.0 Warranty

10.1 The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the CESL's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

10.2 This warranty of all the Works shall remain valid for 2 year after the Commissioning. The Contractor shall, in addition, comply with the performance and/or guarantees specified under the

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Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the

Contractor shall:

10.3 make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause;

OR

10.4 pay liquidated damages to CESL with respect to the failure to meet the contractual guarantees.

10.5. CESL shall notify the Contractor in writing of any claims arising under this warranty.

10.6 Upon receipt of such notice, the Contractor shall, within the period of 15 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Contractor shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on CESL for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period.

10.7 If the Contractor, having been notified, fails to remedy the defect(s) within 15 days, CESL may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which CESL may have against the Contractor under the Contract. The performance guarantee and liquidated damaged be entitled to be recovered without prejudice to other rights of CESL.

## 11.0 THIRD-PARTY CONSULTANCY SERVICES

CESL is obliged, at its own expense, to make the necessary provision for the performance of those services by third parties commissioned by it, as described in Special Conditions of Contract.

## 12.1 SCOPE OF SERVICES

12.1.1 The Consultant shall deliver the Services in full and on time.

12.1.2 The Services to be performed by the Consultant encompass all the part services described and explained in Special Conditions of Contract, Terms of Reference plus Tender Documents and The Consultant's bid. Furthermore, the Consultant must deliver all the standard and special services as defined in tender RfP.

12.1.3 The Consultant shall work together with third parties wherever commissioned by CESL. CESL is not responsible for these third parties or their performance, when the work is assigned to consultant to co-ordinate with them. In addition, the Consultant must comprehensively coordinate their services with its own services, as far as possible.

## 12.2 STANDARD AND SPECIAL SERVICES

12.2.1 In addition to the Services specified explicitly in the Contract, the Consultant shall also perform all other services, if necessary, that are not listed under the contractual services, but are customarily required in order to properly discharge the contractual obligations ("standard services"). The standard services shall be fully compensated through the Agreed Remuneration in the contract.

12.2.2 "Special Services" are services that are not included under the contractual or standard services, but must necessarily be delivered by the Consultant in order to properly perform its duties under the Contract, because the external circumstances of service delivery have changed unexpectedly, or because CESL has suspended the Services *Force Majeure* or because CESL, with the prior consent of CESL, requires services that were not included in the invitation to tender but are necessary.

No extra cost is payable to fulfill the standard and / or special services.

## 12.3 DUE DILIGENCE

12.3.1 Except where otherwise stipulated in this Contract, or otherwise legally stipulated within the country or within another legal system (including the legal system in the Consultant's jurisdiction) by provisions that impose higher demands than this Contract, when performing its obligations under this

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Contract the Consultant shall exercise due diligence and provide the Services in compliance with professional practice and to the recognized quality standards, in accordance with current scientific and generally accepted engineering standards. The Consultant must document its work, the progress of the Project and the decisions it takes in an appropriate form that is acceptable to CESL, bearing in mind the requirements of tender/RfP/Letter of Award.

## 12.4 REPORTING

12.4.1 The Consultant shall inform CESL promptly of all extraordinary circumstances that arise *during the performance of the services and of all matters* requiring CESL approval. The consultant is to make reports as defined in scope of work and submit the same as per timelines defined in the contract.

## 12.5 STAFFING

12.5.1 The Consultant shall employ the staff specified in bid [Staffing Schedule] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of CESL.

12.5.2 CESL may require the Consultant to terminate the contract of, or replace, any staff member who fails to meet the requirements as per contract. Any such demand must be submitted in writing to the Consultant stating the reasons for it.

12.5.3 If staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual who possesses at least equivalent qualifications.

12.5.4 If any one of the Consultant's staff falls ill for more than one month and this jeopardizes the performance of this Contract by the Consultant, the Consultant shall replace this staff member with another staff member who possesses at least equivalent qualifications.

12.5.6 Staff shall only be replaced after prior approval by CESL, such approval not to be unreasonably withheld. The exchange, replacement, or planned dispensation of replacement (as exception to existing rules) of key staff specified by name shall require the prior approval of CESL.

12.5.7 If the Consultant must terminate the contract of, or replace, any staff during the Contract period, the costs thus accrued shall be borne by the Consultant, except where staff are removed or replaced at CESL's request. In this case, CESL shall meet the costs of replacing the staff member, unless the staff member in question does not meet the requirements.

## 12.6 CONTACT PERSON OF THE CONSULTANT

12.6.1 The Consultant shall appoint for the exercise of all rights and obligations arising from this Contract a natural person as its contact person for CESL under this Contract.

12.6.2 The Consultant shall specify and provide respective contact data to CESL - for an individual at the Consultant's place of business who can be reached at any time in cases of emergency or crisis as well as a deputy of the Consultant. The Consultant shall notify CESL without delay of any change of elected person or their contact data.

## 12.7 INDEPENDENCE OF THE CONSULTANT

12.7.1 The Consultant undertakes that neither the Consultant nor any enterprise associated with the Consultant shall bid for the Project as manufacturer, supplier, or building contractor. This prohibition also applies to any bidding for any further consulting services, insofar as such consulting services might lead to a restriction of competition or a conflict of interests. Any violation of this stipulation may lead to the immediate cancellation of this Contract and require the reimbursement of any and all costs incurred by CESL up to the time of such violation as well as compensation for any and all losses and damages incurred by CESL as a result of such cancellation.

## 12.8 COMMENCEMENT AND COMPLETION

12.8.1 The Consultant shall begin performing the Services on the prescribed date on which execution of the Contract shall take place, but not earlier than and without undue delay after the Contract has come into force. The Consultant shall deliver the Services in accordance with the time schedule in the bid [Time Schedule for the Performance of the Services defined in SCC], and shall complete the

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Services within the Completion Period, subject to any further extensions to this Contract accorded by CESL.

12.8.2 In relation to optional services (if any), the Consultant shall commence delivery of the optional services not earlier than upon receipt of notification from CESL,

12.8.3 Any change to the time schedule [*Time Schedule for the Performance of the Services*] due to a reasonable request by either party shall be mutually agreed upon in writing.

## 12.9 FORCE MAJEURE

In addition to Force Majeure defined in clause 37 (GCC), following will also be applicable for consultancy work.

12.9.1 In the event of Force Majeure, the contractual obligations, as far as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one party to the Contract receives notification of the Force Majeure event from the other party within two weeks after its occurrence and both the parties agree for that to be a force majeure. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded.

12.9.2 In the event of Force Majeure, the Consultant shall be entitled to an extension of the Contract equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, both parties to this Contract shall be entitled to terminate the Contract on mutual agreement basis only.

12.9.3 In case of suspension or termination of the Contract due to Force Majeure, the Services performed up to the time of the Force Majeure and all necessary expenditure (which is evidenced) of the Consultant arising from the discontinuing of the Services shall be invoiced on the basis of contractual prices subject to CESL agreement with the work. Neither party shall make any further claims.

## 12.10 SUSPENSIONS OR TERMINATION

12.10.1 CESL may fully or partially suspend the Services or terminate this Contract after serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and the expenditure minimized. The Consultant shall hand over all reports, drafts and documents to be drawn up by the date in question to CESL. In case of termination Force majeure shall apply mutatis mutandis.

12.10.2 If the Consultant fails to meet its contractual obligations without sufficient reason; in accordance with the Contract; or on time, CESL may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a period of 21 days of having been called upon to do so by CESL, CESL shall be entitled, after this period has elapsed, to terminate the Contract by written notice.

12.10.3 If the termination of the Contract is due to a default on the part of the Consultant, the Consultant shall be entitled to demand the Agreed Remuneration for the Services performed until the date of termination but not yet remunerated. CESL shall be entitled to demand compensation for the direct damages caused by the default.

## 12.11 REMUNERATION OF THE CONSULTANT


The Consultant shall receive the remuneration agreed in the Special Conditions and bid price schedule for performing the Services owed under this Contract, subject to the conditions listed therein and the conditions below.

## 12.12 TERMS OF PAYMENT

Except where otherwise agreed in the Special Conditions, CESL shall pay the Consultant's remuneration as follows:

(a) Advance payment, due within 30 days of award of Contract upon presentation of an invoice

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 **BID Document No: CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

<b>Dated:</b>	<b>SECTION</b> <b>- 2 (ITB)</b>	<b>Page 30 of 31</b>
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- against equivalent advance bank guarantee, if mentioned in SCC.
- (b) Payments based on deliverables as per tender/SCC or as agreed upon in amendments.
- (c) The final payment shall be made after the Services have been performed in full and confirmation had been provided by CESL to that Consultant.

### 12.13 METHOD OF PAYMENT

Payment shall be made according to the conditions set out in the Special Conditions or as agreed upon.

### 12.14 INSURANCE AGAINST LIABILITY AND DAMAGES

The Consultant is advised to take out insurance for the period of the Contract, on the terms specified in the Special Conditions, including, but not limited to, the following:

- a) Professional liability insurance;
- b) Personal liability insurance;
- c) Equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by CESL within the context of this Contract; and
- d) Motor vehicle third party liability insurance and motor vehicle comprehensive insurance for the vehicles acquired in connection with this Contract.

CESL will not be responsible in case any accident/ mis-happenings with consultant employee or contract person and for any equipment damage or theft occurs and in no case CESL shall pay for it.

In case of any contradiction in ITB and SCC, then SCC will prevail.

### LIST OF ACRONYMS

EMD: Earnest Money Deposit  
 EoI: Expression of Interest  
 SCC: Special Conditions of Contract  
 INR: Indian Rupees  
 IST: Indian Standard Time  
 LED: Light Emitting Diodes  
 LoI: Letter of Intent  
 LoA: Letter of Acceptance  
 MoU: Memorandum of Understanding  
 MoP: Ministry of Power  
 RECL: Rural Electrification Corporation Ltd  
 EESL: Energy Efficiency Services Ltd  
 CESL: Convergence Energy Services Ltd  
 O&M: Operation & Maintenance  
 RfP: Request for Proposal  
 R&M: Repair & Maintenance  
 SD: Security Deposit  
 CPG: Contract Performance Guarantee  
 FTL: Fluorescent Tube Light  
 SVL: Sodium Vapor Lamp  
 PMA: Project Management Agency

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 SERVICES LIMITED, C=IN  
 User ID : deeepak.mittal

### SECTION-3

## GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS CONTRACT (GCC)		
S.NO	DESCRIPTION	PAGE NO.
<b>A.</b>	<b>Contract and Interpretation</b>	
	1. Definitions	4
	2. Contract Document	6
	3. Interpretation	6
	4. Notices	9
	5. Governing Law	9
	6. Settlement of Disputes	10
<b>B.</b>	<b>Subject Matter of Contract</b>	
	7. Scope of Facilities	12
	8. Time for Commencement and completion	15
	9. Implementing Partner's Responsibilities	16
	10. CESL's Responsibilities	16
<b>C.</b>	<b>Payment</b>	
	11. Contract Price	17
	12. Terms of Payment	18
	13. Securities	18
	14. Taxes and Duties	19
<b>D.</b>	<b>Intellectual Property</b>	
	15. Copyright	20
	16. Confidential Information	20
<b>E.</b>	<b>Work Execution</b>	
	17. Representatives	21
	18. Work Program	23
	19. Subcontracting	24

	20. Design and Engineering	24
	21. Procurement	26
	22. Installation	27
	23. Test and Inspection	31
	24. Completion of the facilities	32
	25. Commissioning, Guarantee Test and Operational Acceptance	34
<b>F.</b>	<b>Guarantees and Liabilities</b>	
	26. Completion Time and Guarantee	35
	27. Defect Liability	36
	28. Functional Guarantees	38
	29. Patent Indemnity	38
	30. Limitation of Liability	39
<b>G.</b>	<b>Risk Distribution</b>	
	31. Transfer of Ownership	39
	32. Care of Facilities	40
	33. Loss of or Damage to property; Accident or Injury to Workers; Indemnification	41
	34. Insurance	42
	35. Unforeseen Conditions	44
	36. Change in Law and Regulations	45
	37. Force Majeure	46
	38. War Risks	46
<b>H.</b>	<b>Change in Contract Elements</b>	
	39. Change in the Facilities	48
	40. Extension of Time for Completion	49
	41. Suspension	50
	42. Termination	51

Signature :- [\[Signature\]](#)  
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 SERVICES LIMITED, CN=  
 Serial No : 42b5AC49A8F489F7A17642029CA001A3



<b>I.</b>	43. Assignment	<b>56</b>
	44. Bankruptcy	<b>57</b>
	45. Contractor Performance & Feedback and Evaluation System	<b>57</b>
	46. Fraud Prevention Policy	<b>57</b>
	<b>Fall Clause</b>	
	47. Fall Clause	<b>59</b>

Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
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SERVICES LIMITED, C=IN  
Serial No : 42b5ac49a8f489f7a17642029ca001a3



## A. Contract and Interpretation

### 1. Definitions

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

“Contract” means the Contract Agreement entered into between CESL and the Implementing Partner, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

“Contract Documents” means the documents listed in Article. 1.1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).

“GCC” means the General Conditions of Contract hereof.

“SCC” means the Special Conditions of Contract.

“Day” means calendar day of the Gregorian calendar.

“Month” means calendar month of the Gregorian calendar.

“CESL” means CESL, New Delhi/Noida and includes the legal successors or permitted assigns of CESL.

“Project Manager” means the person appointed by CESL in the manner provided in GCC Sub-Clause 17.1 (Project Manager) hereof and named as such in the SCC to perform the duties delegated by CESL.

“Contractor or Implementing Partner” means the person(s) whose bid to perform the Contract has been accepted by CESL and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Implementing Partner.

“Contractor or Implementing Partner’s Representative” means any person nominated by the Implementing Partner and approved by CESL in the manner provided in GCC Sub-Clause 17.2 (Implementing Partner’s Representative and Construction Manager) hereof to perform the duties delegated by the Implementing Partner.

“Sub-Contractor or Sub Implementing Partner,” including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Implementing Partner, and includes its legal successors or permitted assigns.

“Adjudicator” means the person or persons named as such in the SCC to make a decision on or to settle any dispute or difference between CESL and the Implementing Partner referred to him or her by the parties pursuant to GCC Sub-Clause 6.1 (Adjudicator) hereof.

“Contract Price” means the sum specified in Article 2.1 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

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SERVICES LIMITED, C=IN  
Serial No : 42b5AC49A8F489F7A17642029CA001A3

MT/BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

Dated:

SECTION - 3  
(GCC)

Page 4 of 54

“Facilities” means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Implementing Partner under the Contract.

“Plant and Equipment” means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Implementing Partner under the Contract (including the spare parts to be supplied by the Implementing Partner under GCC Sub-Clause 7.3 here-of) but does not include Implementing Partner’s Equipment.

“Installation Services” means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Implementing Partner under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Implementing Partner’s Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of CESL's Personnel etc.

“Contractor or Implementing Partner’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Implementing Partner, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.

“Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.

“Effective Date” means the date from which the Time for Completion shall be determined as stated in Article 3 (Effective Date for Determining Time for Completion) of the Form of Contract Agreement.

“Time for Completion” means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract.

“Completion” means that the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities, or such specific part thereof has been completed; and Commissioning has been attained as per Technical Specifications.

“Pre-commissioning” means the testing, checking and other requirement specified in the Technical Specifications that are to be carried out by the Implementing Partner in preparation for Commissioning as provided in GCC Clause 24 (Completion) hereof.

Commissioning” means trial/intial operation of the Facilities or any part thereof by the Implementing Partner, which operation is to be carried out by the Contractor as provided in GCC Sub-Clause 25.1 (Commissioning) hereof, for the purpose of carrying out Guarantee Test(s).

“Guarantee Test(s)” means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications in accordance with the provisions of GCC Sub Clause 25.2 (Guarantee Test) hereof.

Operational Acceptance” means the acceptance by CESL of the Facilities (or any part of the Facilities

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SERVICES LIMITED, C=IN  
Serial No : 42b5AC49A8F489F7A17642029CA001A3

**MT/BID Document No: CESL/06/2024-25/PSM/24251211**

**Dated:**

**SECTION - 3  
(GCC)**

**Page 5 of 54**

**02.12.2024**

where the Contract provides for acceptance of the Facilities in parts), which certifies the Implementing Partner's fulfilment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC Clause 28 (Functional Guarantees) hereof and shall include deemed acceptance in accordance with GCC Clause 25 (Commissioning and Operational Acceptance) hereof.

Defect Liability Period" means the period of validity of the warranties given by the Implementing Partner commencing at Completion of the Facilities or a part thereof, during which the Implementing Partner is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC Clause 27 (Defect Liability) hereof.

## 2. Contract Documents

2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

2.2 The Contract will be signed in three originals and the Implementing Partner shall be provided with one signed original and the rest will be retained by CESL.

2.3 The Implementing Partner shall provide free of cost to the CESL all the engineering data, drawing and descriptive materials submitted with the bid, in at least five (5) copies to form a part of the Contract immediately after Notification of Award/ letter of Award.

2.4 Subsequent to signing of the Contract, the Implementing Partner at his own cost shall provide the CESL with at least five (05) true copies of Contract Agreement within thirty (30) days after signing of the Contract.

## 3. Interpretation

### 3.1 Language

3.1.1 Unless the Implementing Partner is a national of CESL's country and CESL and the Implementing Partner agree to use the local language, all Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC Sub-Clause 3.1.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

### 3.2 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

### 3.3 Headings

The headings and marginal notes in the General Conditions of Contract are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

### 3.4 Persons

Words importing persons or parties shall include firms, corporations and government entities.

### 3.5 Inco terms

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Serial No : 42b5AC49A8F489F7A2F642029CA001A3

MT/BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

Dated:

SECTION - 3  
(GCC)

Page 6 of 54

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

Inco terms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

### 3.6 Construction of the Contract (applicable only if specifically mandated in SCC)

**3.6.1** The Contracts to be entered into between the CESL and the successful bidder shall be as under :  
Single Contract or in case of turnkey projects following mode of contract may be applicable.

i) First Contract: For Ex-works (India) supply of plant and equipment and accessories by bidder including mandatory spares and spares to be supplied during wharf

ii) Second Contract: for providing all services i.e. loading, inland/air/shipment transportation for delivery at site, inland/air/shipment transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee tests in respect of all the equipment's supplied under the 'First Contract' and all other services including civil works, if any, as specified in the Contract Documents including sales tax and duties as asked in price bid in section IV. It will also cover cost for Repair and Maintenance and equipment's and/or additional warranty, wherever asked for, supplied under the 'First Contract' and all other services including civil works, if any, as specified in the Contract Documents. All items in second contract must be quoted including service tax.

iii) Third Contract: For providing all services including Awareness programme for public/stake holders/workshops/printing brochure and other materials, Survey cost, Monitoring and verification cost, scrap disposal cost, arrangement of office at both sites and Statuary agencies cost including service tax.

All the above Contracts will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contracts which will confer a right on CESL to terminate the other Contracts also at the risk and the cost of the contractor /Implementing Partner for the Project, for which awards have been made.

In case, value of second contract viz transportation, insurance is lower or the supply cost includes transportation, insurance etc than three contract may be merged in two contract.

Prices are to be quoted as Firm during currency of contract. No price adjustment is allowed.

General:

1. In case of investment partner, A project manager is to be deputed from their side for co-ordinating activities.
2. Word Implementing Partner for any Project used in General Conditions of contract includes persons of Investment partner, executing and implementing agencies etc
3. Notification of award means Letter of Intent and Letter of award

3.6.2 The award of separate Contracts shall not in any way dilute the responsibility of the Implementing Partner for the successful completion of the Facilities as per Contract Documents and a breach in one Contract shall automatically be construed as a breach of the other Contract(s) which will confer a right on CESL to terminate the other Contract(s) also at the risk and the cost of the

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SERVICES LIMITED, C=IN  
Serial No : 42b5AC49A8F449F7A7F642029CA001A5

MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 7 of 54

02.12.2024

Implementing Partner.

### 3.7 Entire Agreement

Subject to GCC Sub-Clause 16.4 hereof, the Contract constitutes the entire agreement between CESL and Implementing Partner with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

### 3.8 Amendment

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

### 3.9 Independent Contractor or Implementing Partner

The Implementing Partner shall be an independent Implementing Partner performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties here to.

Subject to the provisions of the Contract, the Contractor or Implementing Partner shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub Contractor or Sub Implementing Partners engaged by the Implementing Partner in connection with the performance of the Contract shall be under the complete control of the Implementing Partner and shall not be deemed to be employees of CESL, and nothing contained in the Contract or in any subcontract awarded by the Implementing Partner shall be construed to create any contractual relationship between any such employees, representatives or Sub Contractor or Sub Implementing Partners and CESL.

### 3.10 Joint Venture or Consortium

If the Implementing Partner is a joint venture or consortium of two or more firms, all such firms shall be jointly and severally bound to CESL for the fulfilment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of CESL.

### 3.11 Non-Waiver

3.11.1 Subject to GCC Sub-Clause 3.11.2 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, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.11.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be 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.

### 3.12 Severability

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SERVICES LIMITED, C=IN  
Serial No : 42b5ac49a8f489f7a17642029CA001A3

MT/BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

Dated:

SECTION - 3  
(GCC)

Page 8 of 54

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

### 3.13 Country of Origin

“Origin” means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services are provided.

## 4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Coordination Procedure to be finalised pursuant to GCC Sub-Clause 17.2.3.1, with the following provisions.

4.1.1 Any notice sent by cable, telegraph, facsimile or shall be confirmed within two (2) days after despatch by notice sent by airmail/ post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after despatch. In proving the fact of despatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

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

4.1.4 Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

4.2 Notices shall be deemed to include any approvals, consents, instruction orders and certificates to be given under the Contract.

## 5. Governing Law

5.1 The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

## 6. Settlement of Disputes

### 6.1 Adjudicator

6.1.1 If any dispute of any kind whatsoever shall arise between CESL and the Implementing Partner in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities—whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

6.1.2 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either CESL or the Implementing Partner within fifty-six (56) days of such reference, the decision shall become final and binding upon CESL and the Implementing Partner.

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Serial No.: 42b5AC49A8F449F7A7F642029CA001A3



Any decision that has become final and binding shall be implemented by the parties forthwith.

6.1.3 Should the Adjudicator resign or die or should CESL and the Implementing Partner agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another retired Judge of High Court/Supreme Court of India shall be jointly appointed by CESL and the Implementing Partner as adjudicator under the Contract. Failing agreement between the two within twenty eight (28) days, the new retired judge of High Court/Supreme Court of India shall be appointed as the Adjudicator under the Contract at the request of either party by the Appointing Authority specified in the SCC. The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as adjudicator under the contract. This cost shall be divided equally between CESL and the Implementing Partner.

## 6.2 Arbitration

6.2.1 If either CESL or the Implementing Partner is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either CESL or the Implementing Partner may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

6.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub-Clause 6.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities.

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

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

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

6.2.4 In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

6.2.5 CESL and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for arbitrator designated in the SCC.

6.2.6 If one party fails to appoint its arbitrator within forty-two (42) days after the other party has

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MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 10 of  
54

02.12.2024

named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

6.2.7 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 5(Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.

6.2.8 Arbitration proceedings shall be conducted in accordance with The Arbitration and Conciliation Act, 1996 and its subsequent thereof. The venue of arbitration shall be New Delhi.

6.2.9 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

6.2.10 The arbitrator(s) shall give reasoned award.

Notwithstanding any reference to the Adjudicator or arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree

CESL shall pay the Contractor any monies due to the Contractor.

Arbitration:

1. Appointing authority for adjudicator: MD, CESL
2. The place of arbitration shall be: New Delhi

## B. Subject Matter of Contract

### 7. Scope of Facilities

7.1 Unless otherwise expressly limited in the Technical Specifications, the Implementing Partner's obligations cover the provision of all Plant and Equipment and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Recommissioning and delivery) of the Plant and Equipment and the installation, completion, commissioning and performance testing of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical Specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in GCC Sub-Clause 7.3 below) and accessories; Implementing Partner's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by CESL, as set forth in Appendix 6 (Scope of Works and Supply by CESL) to the Contract Agreement.

7.2 The Contractor or Implementing Partner shall, unless specifically excluded in the Contract,

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MT/BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

Dated:

SECTION - 3  
(GCC)

Page 11 of  
54

perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.

7.3 In addition to the supply of Mandatory Spare Parts if asked and warranty spares included in the Contract, the Implementing Partner agrees to supply spare parts required for the operation and maintenance of the Facilities. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between CESL and the Implementing Partner, and the price of such if asked spare parts shall be that given in Price Schedule which shall be added to the Contract Price. The price of such spare parts shall include the purchase price there for and other costs and expenses (including the Implementing Partner's fees) relating to the supply of spare parts. The prices of spares covered under the Price Schedule shall be kept valid for a period as specified in SCC.

7.3.1 The Contractor / Implementing Partner agrees that the spare parts recommended by him for 3 years operation and quoted in price Schedule shall be supplied by him at the same terms and conditions as are otherwise applicable to this Contract. Further, the Implementing Partner also agrees to supply spare parts required for the operation and maintenance of the Facilities as per provision of subsequent paragraphs of this Sub-Clause.

7.3.1.1 All the spares for the equipment under the Contract will strictly conform to the Specification and other relevant documents and will be identical to the corresponding main equipment/components supplied under the Contract and shall be fully interchangeable.

7.3.1.2 All the mandatory spares covered under the Contract shall be produced along with the main equipment as a continuous operation and the delivery of the spares will be effected along with the main equipment in a phased manner and the delivery would be completed by the respective dates for the various categories of equipment as per the agreed network. In case of recommended spares, the above will be applicable provided the orders for the recommended spares have been placed with the Implementing Partner prior to commencement of manufacture of the main equipment.

7.3.1.3 The Implementing Partner will provide CESL with the manufacturing drawings, catalogues, assembly drawings and any other document required by CESL so as to enable CESL to identify the recommended spares. Such details will be furnished to CESL as soon as they are prepared but, in any case, not later than six months prior to commencement of manufacture of the corresponding main equipment.

7.3.1.4 To enable CESL to finalise the requirement of recommended spares which are ordered subsequent to placement of order for main equipment/plant, in addition to necessary technical details, catalogue and such other information brought-out herein above, the Implementing Partner will also provide a justification in support of reasonableness of the quoted prices of spares which will, inter-alia, include documentary evidence that the prices quoted by the Implementing Partner to CESL are not higher than those charged by him from other customers in the same period.

7.3.1.5 In addition to the spares recommended by the Implementing Partner, if CESL further identifies certain items of spares, the Implementing Partner will submit the prices and delivery quotation for such spares within thirty (30) days of receipt of such request with a validity period of six (6) months for consideration by CESL and placement of order for additional spares if CESL so desires.

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**MT/BID Document No: CESL/06/2024-25/PSM/24251211**

**Dated:**

**SECTION - 3  
(GCC)**

**Page 12 of  
54**

**02.12.2024**

7.3.1.6 The quality plan and the inspection requirement finalised for the main equipment will also be applicable to the corresponding spares.

7.3.1.7 The Contractor or Implementing Partner will provide CESL with all the addresses and particulars of his sub-suppliers while placing the order on vendors for items/components/equipment covered under the Contract and will further ensure with his vendors that CESL, if so desires, will have the right to place order for spares directly on them on mutually agreed terms based on offers of such vendors.

7.3.1.8 The Contractor or Implementing Partner shall guarantee the long-term availability of spares to CESL for the full life of the equipment covered under the Contract. The Implementing Partner shall guarantee that before going out of production of spare parts of the equipment covered under the Contract, he shall give CESL at least 2 years advance notice so that the latter may order his bulk requirement of spares, if it so desires. The same provision will also be applicable to Sub-Implementing Partners. Further, in case of discontinuance of manufacture of any spares by the Contractor and/or his Sub- Contractor or Implementing Partner, Implementing Partner will provide CESL, two years in advance, with full manufacturing drawings, material specification and technical information including information on alternative equivalent makes required by CESL for the purpose of manufacture/procurement of such items.

7.3.1.9 The prices of all future requirements of item of spares beyond 3 years operational requirement will be derived from the corresponding ex-works price at which the order for such spares have been placed by CESL as a part of mandatory spares or recommended spares, or from the rates of mandatory spares or recommended spares as quoted by/ negotiated with the Implementing Partner. Ex-works order price of future spares shall be computed in accordance with the price adjustment provisions covered under the main Contract excepting that the base indices will be counted from the scheduled date of Commissioning of the last equipment under the main project and there will be no ceiling on the amount of variation in the prices. The above option for procuring future recommended spares by CESL shall remain valid for the period of 5 years from the date of Commissioning of the equipment.

7.3.1.10 The Implementing Partner will indicate in advance the delivery period of the items of spares, which CESL may procure in accordance with above sub-clause. In case of emergency requirements of spares, the Contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.

7.3.1.11 In case the Implementing Partner fails to supply the mandatory, recommended or long term spares in the terms stipulated above, CESL shall be entitled to purchase the same from the alternate sources at the risk and the cost of the Implementing Partner and recover from the Implementing Partner, the excess amount paid by CESL over the rates worked on the above basis. In the event of such risk purchase by CESL, the purchases will be as per the Works and Procurement Policy of CESL prevalent at the time of such purchases and CESL at his option may include a representative from the Implementing Partner in finalising the purchases.

7.3.1.11 It is expressly understood that the final settlement between the par-ties in terms of relevant clauses of the Contract Documents shall not relieve the Implementing Partner of any of his obligations under the provision of long term availability of spares and such provisions shall continue to be enforced till the expiry of 5 years period reckoned from the scheduled date of Commissioning of the Plant and Equipment unless other-wise discharged expressly in writing by CESL. Further, the provisions pertaining to long term availability of spares shall be ex-tened beyond 5 years applicability period mentioned hereinabove if so desired by CESL and at the mutually acceptable escalation formula.

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7.3.1.13 The Implementing Partner shall warrant that all spares supplied will be new and in accordance with the Contract Documents and will be free from defects in design, material and workmanship and shall further guarantee as under:

- (i) For 3 years operational spares (both mandatory and recommended)
  - a) For any item of spares ordered or to be ordered by CESL for 3 years operational requirement of the plant which are manufactured as a continuous operation together with the corresponding main equipment/component, the Defect Liability Period will be twelve (12) months from the scheduled date of commercial operation of main equipment/ plant under the Contract. 'Commercial Operation' shall mean the conditions of operation in which the complete equipment covered under the Contract is officially declared by CESL to be available for continuous operation at different loads up to and including rated capacity. Such declaration by CESL, however, shall not relieve or prejudice the Implementing Partner any of his obligations under the Contract. In case of any failure in the original component/equipment's due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to CESL unless a joint examination and analysis by CESL and the Implementing Partner of such spare parts prove that the defect found in the original part that failed, can safely be assumed not to be present in spare parts. Such replaced spare parts will have the same Defect Liability as applicable to the replacement made for the defective original part/component provided that such replacement for the original equipment and the spare replaced are again manufactured together. The discarded spare parts will become the property of the Implementing Partner as soon as they have been replaced by the Implementing Partner.
  - b) For the item of spares ordered or to be ordered by CESL for 3 years operational requirement of the plant, which with the written approval of CESL, are not manufactured as a continuous operation will be warranted for 7000 hrs of trouble-free operation if used within a period of eighteen (18) months reckoned from the date of delivery at site. However, if such spare parts are put to use after eighteen (18) months of the delivery at Site then the guarantee of such spares will stand valid till the expiry of thirty-six (36) months from the scheduled date of Commissioning of equipment/plant covered under the contract or 7000 hrs of trouble free operation after such spares are put in service, whichever is earlier.
  - c) For long term requirement  
For item of spares that may be ordered by CESL to cover requirements beyond 3 years of Initial Operation of the plant, the warranty will be till the expiry of 7000 hrs of trouble-free operation if used within a period of eighteen (18) months from the date of delivery at site. For item of spares that may be used after eighteen (18) months from the date of delivery at site, the warranty period will be 12 months from the date they are put to use or 7000 hrs of trouble-free operation, whichever is earlier. In any case the defect liability of spares will expire at the end of forty-eight (48) months from the date of their receipt at site.
- (ii) The Defect Liability of spares covered in para (b) & (c) above, that are not used within 18 months from the respective date of the delivery at Site will, however, be subject to condition that all such spares being stored/maintained/preserved in accordance with Implementing Partner's standard recommended practice, if any, and the same has been furnished to CESL.

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MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 14 of  
54

02.12.2024



## 8. Time for Commencement and Completion

8.1 The Contractor or Implementing Partner shall commence work on the Facilities from the date of Notification of Award/Purchase Order/Notice to Proceed (NTP) and without prejudice to GCC Sub-Clause 26.2 hereof, the Implementing Partner shall thereafter proceed with the Facilities in accordance with the time schedule specified in Appendix 4 (Time Schedule) to the Contract Agreement or / and as mentioned in special conditions of contract.

8.2 The Contractor or Implementing Partner shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the SCC or within such extended time to which the Implementing Partner shall be entitled under GCC Clause 40 (Extension of Time for Completion) hereof.

## 9. Contractor or Implementing Partner's Responsibilities

9.1 The Contractor or Implementing Partner shall design, manufacture (including associated purchases and/or subcontracting), install and complete the Facilities with due care and diligence in accordance with the Contract.

9.2 The Contractor or Implementing Partner confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities (including any data as to boring tests) provided by CESL, and on the basis of information that the Contractor or Implementing Partner could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Facilities as at the date twenty-eight (28) days prior to bid submission. The Implementing Partner acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

9.3 The Implementing Partner shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor or Implementing Partner's and Sub Contractor or Implementing Partner's personnel and entry permits for all imported Implementing Partner's Equipment. The Implementing Partner shall acquire all other permits, approvals and/or licenses that are not the responsibility of CESL under GCC Sub-Clause 10.3 hereof and that are necessary for the performance of the Contract.

9.4 The Implementing Partner shall comply with all laws in force in the country where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Implementing Partner. The Implementing Partner shall indemnify and hold harmless CESL from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or Implementing Partner or its personnel, including the Contractor or Sub Implementing Partners and their personnel, but without prejudice to GCC Sub Clause 10.1 hereof.

9.5 Any Plant, Material and Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GCC Clause 3.13 (Country of Origin).

## 10. CESL's Responsibilities

10.1 CESL shall ensure the accuracy of all information and/or data to be supplied by the CESL as described in Appendix 6 (Scope of Works and Supply by the CESL) to the Contract, except when otherwise expressly stated in the Contract.

10.2 CESL shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the

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**MT/BID Document No: CESL/06/2024-25/PSM/24251211**

**Dated:**

**SECTION - 3  
(GCC)**

**Page 15 of  
54**

**02.12.2024**



proper execution of the Contract, including all requisite rights of way, as specified in Appendix 6 (Scope of Works and Supply by CESL) to the Contract Agreement. CESL shall give full possession of and accord all rights of access thereto on or before the date(s) specified in Appendix 6.

10.3 The CESL shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which such authorities or undertakings require CESL to obtain them in CESL's name, are necessary for the execution of the Contract (they include those required for the performance by both the Implementing Partner and CESL of their respective obligations under the Contract), including those specified in Appendix 6 (Scope of Works and Supply by CESL) to the Contract Agreement.

10.4 If requested by the Implementing Partner, CESL shall use its best endeavours to assist the Implementing Partner in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Implementing Partner or Subcontractor or Implementing Partners or the personnel of the Contractor or Implementing Partner or Sub Contractor or Implementing Partners, as the case may be, to obtain.

10.5 Unless otherwise specified in the Contract or agreed upon by CESL and the Implementing Partner, CESL shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts other materials and facilities ; and shall perform all work and services of whatsoever nature, to enable the Implementing Partner to properly carry out Pre commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of Appendix 6 (Scope of Works and Supply by the CESL) to the Contract Agreement at or before the time specified in the program furnished by the Contractor or Implementing Partner under GCC Sub- Clause 18.2 (Program of Performance) hereof and in the manner there-upon specified or as otherwise agreed upon by CESL and the Contractor or Implementing Partner.

10.6 The CESL shall be responsible for the continued operation of the Facilities after Completion, in accordance with GCC Sub-Clause 24.8, and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GCC Sub-Clause 25.2.

10.7 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of CESL save those to be incurred by the Implementing Partner with respect to the performance of Guarantee Tests, in accordance with GCC Sub-Clause 25.2.

## C. Payment

### 11. Contract Price

11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Form of Contract Agreement.

11.2 The Contract Price shall be adjusted in accordance with provisions of Appendix-2 (Price Adjustment) to the Contract Agreement, if applicable. It will be mentioned in SCC.

11.3 Subject to GCC Sub-Clauses 9.2, 10.1 and 35 (Unforeseen Conditions) hereof, the Implementing Partner shall be deemed to have satisfied itself as to the hereof, correctness and sufficiency of the Contract Price, which shall, expect as otherwise provided for in the Contract, cover all its obligations under the Contract.

### 12. Terms of Payment

12.1 The Contract price shall be paid as specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing

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SERVICES LIMITED, C=IN  
Serial No.: 42b5AC49A8F499F7A7F642029CA001A3

MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 16 of  
54

02.12.2024

payments shall be those outlined in the same Appendix 1.

12.2 No payment made by CESL herein shall be deemed to constitute acceptance by CESL of the Facilities or any part(s) thereof.

12.3 The currency or currencies in which payments are made to the Implementing Partner under this Contract shall be specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contract.

### 13. Securities

#### 13.1 Issuance of Securities

The Implementing Partner shall provide the securities specified below in favour of CESL at the times, and in the amount, manner and form specified below.

#### 13.2 Advance Payment Security

13.2.1 The Implementing Partner shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the currency or currencies of the contract, with a initial validity of up to ninety (90) days beyond the schedule date of Completion of the Facilities in accordance with GCC Clause24. However, in case of delay in completion of facilities under the package, the validity of the security shall be extended by the period of such delay.

13.2.2 The security shall be in the form of an unconditional bank guarantee as per the proforma provided in Section VII (Forms and Procedures)- Form of Advance Payment Security. The Advance payment Security shall be reduced prorata every three (3) months after First Running Account Bill/Stage Payment under the Contract based on the value of equipment/facilities received. The cumulative amount of reduction at any point of time shall not exceed seventy five percent (75%) of the advance corresponding to cumulative value of the respective equipment Facilities supplied and received as per a certificate issued by the Project Manager and the balance of 25% released after ninety (90) days beyond the Completion of those Facilities. It should be clearly understood that reduction in the value of security for advance shall not in any way dilute the Implementing Partner's responsibility and liabilities under the Contract including in respect of the Facilities for which the reduction in the value of security is allowed.

#### 13.3 Contract Performance Security

13.3.1 The Implementing Partner shall, within twenty-eight (28) days of the Notification of Award, provide securities for the due performance of the Contract between three to ten percent (3% to 10%) of the Contract Price of all the Contracts, with a initial validity upto ninety (90) days beyond the end of scheduled Defect Liability Period of the last equipment covered under the package. If CESL accepts to enters into 'Second Contract' and/or 'Third Contract' with the Assignee of a foreign Implementing Partner, pursuant to GCC Sub-Clause 3.6, the said Assignee, in addition to the Contract Performance Securities to be provided by the foreign Implementing Partner between three to ten percent (3% to 10%) of the value of all the Contracts i.e. First Contract, Second Contract and Third Contract, shall provide within twenty-eight (28) days of the Notification of Award, separate Contract Performance Security(ies) equivalent to between three to ten percent (3% to 10%) of the value of Contract(s) entered into with the Assignee, for the due performance of Contract, with an initial validity up to ninety (90) days beyond the end of Scheduled Defect Liability period of the last equipment covered under the package. However, in case of delay in completion of the defect liability period, the validity of all the contract performance securities shall be extended by the period of such delay.

**The actual value of Contract Performance Guarantee (CPG) will be as defined in Section-4 (SCC).**

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Serial No : 42b5AC49A8F449F7A7F642029CA001A5

MT/BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

Dated:

SECTION - 3  
(GCC)

Page 17 of  
54

13.3.2 The performance security shall be denominated in the currency or currencies of the Contract, or in a freely convertible currency acceptable to CESL, and shall be in the form of unconditional bank guarantee provided in Section-VI (Forms and Procedures)-Form of Performance Security of the bidding documents.

13.3.3 Unless otherwise stipulated in SCC, the security shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate time for Completion is provided, twenty one (21) months after Completion of the Facilities or where relevant part thereof, or fifteen (15) months after Operational Acceptance of the Facilities (or the relevant part thereof), whichever occurs first; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 27.8 hereof, the Implementing Partner shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Implementing Partner immediately after its expiration, provided, however, that if the Implementing Partner, pursuant to GCC Sub-Clause 27.10, is liable for an extended warranty obligation, the performance security shall be extended for the period and up to the amount agreed upon or as specified in the SCC.

#### 14. Taxes and Duties

- i. "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder.
- ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule.
- iii. For the purpose of Evaluation, GST quoted in the Bid shall only be considered.
- iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission.
- v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.
- vi. In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable.
- vii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. CESL shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.
- viii. In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law.
- ix. In case of all materials identified by the Supplier and CESL to be dispatched directly from the sub-vendor's work to CESL's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to CESL's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of CESL during transit of the materials before the delivery of materials is taken by CESL.
- x. For items not covered under GST, the Bidder is required to quote Excise Duty / VAT / CST as applicable in the Price Schedule while giving the breakup of prices.
- xi. Notwithstanding anything to contrary contained in the Purchase Order / Contract, the implementing partner right to payment under the Order / Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.
- xii. CESL shall deduct GST at source at the applicable rates in case transactions under the Order / Contract are liable to GST deduction at source.
- xiii. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both CESL and the implementing partner, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective

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MT/BID Document No: **CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

**Dated:**

**SECTION - 3**  
**(GCC)**

**Page 18 of**  
**54**

returns. Notwithstanding anything in the Order / Contract, penalty / damages shall be recovered in case the implementing partner makes a default in following the agreed procedure.

- xiv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.
- xv. The implementing partner shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on CESL due to such default.
- xvi. The implementing partner should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.
- xvii. CESL shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.
- xviii. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.
- xix. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Order / Contract, which was or will be assessed on the Supplier in connection with performance of the Order/Contract, an equitable adjustment shall be made to take into account any such change.
- xx. The payment / reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between CESL and the Bidder.

14.1 Except as otherwise specifically provided in the SCC, the Implementing Partner shall bear and pay all taxes, duties, levies and charges assessed on the Implementing Partner, its Sub Implementing Partners or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission in the country where the Site is located (hereinafter called "Tax" in this GCC Sub-Clause 14.4). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Implementing Partner in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there-from, as the case may be, in accordance with GCC Clause 36 (Change in Laws and Regulations) hereof. However, these adjustments would be restricted to direct transactions between CESL and the Contractor/assignee of Foreign Implementing Partner (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Implementing Partner/assignee and also not applicable on the bought-out items despatched directly from sub-vendor's works to site.

## D. Intellectual Property

### 15. Copyright

15.1 The copyright in all drawings, documents and other materials containing data and information furnished to CESL by the Implementing Partner here in shall remain vested in the Implementing Partner or, if they are furnished to CESL directly or through the Implementing Partner by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. CESL shall however be free to reproduce all drawings, documents and other material furnished to CESL for

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MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 19 of  
54

02.12.2024



the purpose of the contract including, if required, for operation and maintenance of the facilities.

## 16. Confidential Information

16.1 CESL and the Implementing Partner shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor or Implementing Partner may furnish to its Sub Contractor or Implementing Partner(s) such documents, data and other information it receives from CESL to the extent required for the Sub Contractor or Implementing Partner(s) to perform its work under the Contract, in which event the Implementing Partner shall obtain from such Sub-Contractor or Implementing Partner(s) an undertaking of confidentiality similar to that imposed on the Implementing Partner under this GCC Clause 16.

16.2 CESL shall not use such documents, data and other information received from the Implementing Partner for any purpose other than the operation and maintenance of the Facilities. Similarly, the Implementing Partner shall not use such documents, data and other information received from CESL for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

16.3 The obligation of a party under GCC Sub-Clauses 16.1 and 16.2 above, however, shall not apply to that information which

- (a) now or hereafter enters the public domain through no fault of that party.
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto
- (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

16.4 The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

16.5 The provisions of this GCC Clause 16 shall survive termination, for what-ever reason, of the Contract.

## E. Work Execution

### 17. Representatives

#### 17.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, CESL shall appoint and notify the Implementing Partner in writing of the name of the Project Manager. CESL may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Implementing Partner without delay. CESL shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager shall represent and act for CESL at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the

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SERVICES LIMITED, C=IN  
Serial No : 42b5AC49A8F489F7A7F642029CA001A3

MT/BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

<b>Dated:</b>	<b>SECTION - 3</b> (GCC)	<b>Page 20 of</b> 54
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Project Manager, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Implementing Partner to CESL under the Contract shall be given to the Project Manager, except as herein otherwise provided.

## 17.2 Contractor's representative & Construction Manager

17.2.1 If the Implementing Partner's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Implementing Partner shall appoint the Implementing Partner's Representative and shall request CESL in writing to approve the person so appointed. If CESL makes no objection to the appointment within fourteen (14) days, the Implementing Partner's Representative shall be deemed to have been approved. If CESL objects to the appointment within fourteen (14) days giving the reason therefor, then the Implementing Partner shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 17.2.1 shall apply thereto.

17.2.2 The Implementing Partner's Representative shall represent and act for the Implementing Partner at all times during the currency of the Contract and shall give to the Project Manager all the Implementing Partner's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by CESL or the Project Manager to the Implementing Partner under the Contract shall be given to the Implementing Partner's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Implementing Partner shall not revoke the appointment of the Implementing Partner's Representative without CESL's prior written con-sent, which shall not be unreasonably withheld. If CESL consents thereto, the Implementing Partner shall appoint some other per-son as the Implementing Partner's Representative, pursuant to the procedure set out in GCC Sub-Clause 17.2.1

17.2.3 The Implementing Partner's Representative may, subject to the approval of CESL (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Implementing Partner's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to CESL and the Project Manager.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 17.2.3 shall be deemed to be an act or exercise by the Implementing Partner's Representative.

17.2.3.1 Notwithstanding anything stated in GCC Sub-clause 17.1 and 17.2.1 above, for the purpose of execution of contract, CESL and the Implementing Partner shall finalise and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.

17.2.4 From the commencement of installation of the Facilities at the Site until Operational Acceptance, the Implementing Partner's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Implementing Partner and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. When ever the Construction Manager is absent from the Site, a suitable person shall be

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**MT/BID Document No: CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

**Dated:**

**SECTION - 3**  
**(GCC)**

**Page 21 of**  
**54**



appointed to act as his or her deputy.

17.2.5 CESL may by notice to the Implementing Partner object to any representative or person employed by the Implementing Partner in the execution of the Contract who, in the reasonable opinion of CESL, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC Sub-Clause 22.3. CESL shall provide evidence of the same, whereupon the Implementing Partner shall remove such person from the Facilities.

17.2.6 If any representative or person employed by the Implementing Partner is removed in accordance with GCC Sub-Clause 17.2.5, the Contractor shall, where required, promptly appoint a replacement.

## 18. Work Program

### 18.1 Contractor or Implementing Partner's Organization

The Implementing Partner shall supply to CESL and the Project Manager a chart showing the proposed organization to be established by the Implementing Partner for carrying out work on the Facilities. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within twenty-one (21) days of the Effective Date. The Implementing Partner shall promptly inform CESL and the Project Manager in writing of any revision or alteration of such an organization chart.

### 18.2 Program of Performance

Within twenty-eight (28) days after the date of notification of award of Contract, the Implementing Partner shall prepare and submit to the Project Manager a detailed program of performance of the Contract, made in the form of PERT Network and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Implementing Partner reasonably requires that the CESL shall have fulfilled its obligations under the Contract so as to enable the Implementing Partner to execute the Contract in accordance with the program and to achieve Completion and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Implementing Partner shall accord with the Time Schedule included in Appendix 4 (Time Schedule) to the Contract Agreement and any other dates and periods specified in the Contract. The Implementing Partner shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion given in the SCC and any extension granted in accordance with GCC Clause 40 and shall submit all such revisions to the Project Manager.

### 18.3 Progress Report

The Contractor or Implementing Partner shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 18.2 (Program of Performance) above, and supply a progress report to the Project Manager every month.

The progress report shall be in a form acceptable to the Project Manager and shall also indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

### 18.4 Progress of Performance

If at any time the Implementing Partner's actual progress falls behind the program referred to in GCC Sub-Clause 18.2 (Program of Performance), or it becomes apparent that it will so fall behind, the Implementing Partner shall, at the request of CESL or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities

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MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 22 of  
54

02.12.2024

within the Time for Completion under GCC Sub-Clause 8.2 (Time for Commencement and Completion), any extension thereof entitled under GCC Sub-Clause 40.1 (Extension of Time for Completion), or any ex-tended period as may otherwise be agreed upon between CESL and the Implementing Partner.

## 18.5 Work Procedures

The Contract shall be executed in accordance with the Contract Documents and the procedures given in the section on Forms and Procedures of the Contract Documents.

If agreed between CESL and the Implementing Partner, the Implementing Partner may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

## 18.6 Maintenance of Records of Weekly Progress Review meeting at Site

The Contractor shall be required to attend all weekly site progress review meetings organised by the 'Project Manager' or his authorised representative. The deliberations in the meetings shall inter alia include the weekly program, progress of work (including details of manpower, tools & plants deployed by the Contractor vis-a-vis agreed schedule), inputs to be provided by CESL, delays, if any and recovery program, specific hindrances to work and work instructions by CESL. The minutes of the weekly meetings shall be recorded in triplicate in a numbered register available with the Project Manager or his authorised representative. These representative and the Contractor and one copy of the signed records shall be handed over to the Contractor.

## 19. Subcontracting

19.1 Appendix 5 (List of Approved Sub Implementing Partners) to the Contract Agreement specifies major items of supply or services and a list of approved Sub-Implementing Partners against each item, including vendors. Insofar as no Sub Implementing Partners are listed against any such item, the Implementing Partner shall prepare a list of Sub Implementing Partners for such item for inclusion in such list. The Implementing Partner may from time to time propose any addition to or deletion from any such list. The Implementing Partner shall submit any such list or any modification thereto to CESL for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the CESL for any of the Sub Implementing Partners shall not relieve the Implementing Partner from any of its obligations, duties or responsibilities under the Contract.

19.2 The Implementing Partner shall select and employ its Sub Implementing Partners for such major items from those listed in the lists referred to in GCC Sub-Clause 19.1.

19.3 For items or parts of the Facilities not specified in Appendix 5 (List of Approved Sub Implementing Partners) to the Contract Agreement, the Implementing Partner may employ such Sub Implementing Partners as it may select, at its discretion.

## 20. Design and Engineering

### 20.1 Specifications and Drawings

20.1.1 The Implementing Partner shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.

The Implementing Partner shall be responsible for any discrepancies, errors or omissions in the

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Serial No : 42b5AC49A8F489F7A17642029CA001A3

**MT/BID Document No: CESL/06/2024-25/PSM/24251211**

**Dated:**

**SECTION - 3  
(GCC)**

**Page 23 of  
54**

**02.12.2024**

specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Implementing Partner by or on behalf of CESL.

20.1.2 The Implementing Partner shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the CESL, by giving a notice of such disclaimer to the Project Manager.

## 20.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by CESL and shall be treated in accordance with GCC Clause 39 (Changes Originating from Implementing Partner).

## 20.3 Approval/Review of Technical Documents by Project Manager, wherever applicable

20.3.1 The Implementing Partner shall prepare (or cause its Sub-Implementing Partners to prepare) and furnish to the Project Manager the documents listed in Appendix 7 (List of Documents for Approval or Review) to the Contract Agreement for its approval or review as specified and as in accordance with the requirements of GCC Sub-Clause 18.2(Program of Performance).

Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.

GCC Sub-Clauses 20.3.2 through 20.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

20.3.2 Within twenty one (21) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Sub-Clause 20.3.1, the Project Manager shall either return one copy thereof to the Implementing Partner with its approval endorsed thereon or shall notify the Implementing Partner in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.

20.3.3 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.

20.3.4 If the Project Manager disapproves the document, the Implementing Partner shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Sub-Clause 20.3.2. If the Project Manager approves the document subject to modification(s), the Implementing Partner shall make the required modification(s), and upon resubmission with the required modifications the document shall be deemed to have been approved.

The procedure for submission of the documents by the Implementing Partner and their approval by the Project Manager shall be discussed and finalised with the Implementing Partner.

20.3.5 If any dispute or difference occurs between CESL and the Implementing Partner in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to an Adjudicator for determination in accordance with GCC Sub-Clause 6.1

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MT/BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

Dated:

SECTION - 3  
(GCC)

Page 24 of  
54

(Adjudicator) hereof. If such dispute or difference is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Implementing Partner shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Implementing Partner's view on the dispute and if CESL has not given notice under GCC Sub-Clause 6.1.2 hereof, then the Implementing Partner shall be reimbursed by CESL for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Completion shall be extended accordingly.

20.3.6 The Project Manager's approval, with or without modification of the document furnished by the Implementing Partner, shall not relieve the Implementing Partner of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.

20.3.7 The Implementing Partner shall not depart from any approved document unless the Implementing Partner has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GCC Sub-Clause 20.3.

If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of GCC Clause 39 (Change in the Facilities) shall apply to such request.

## 21. Procurement

### 21.1 Plant and Equipment

Subject to GCC Sub-Clause 14.2, the Implementing Partner shall manufacture or procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site.

### 21.2 CESL-Supplied Plant, Equipment, and Materials

If Appendix 6 (Scope of Works and Supply by the CESL) to the Contract Agreement provides that CESL shall furnish any specific items of machinery, equipment or materials to the Implementing Partner, the following provisions shall apply:

21.2.1 CESL shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the parties and make such item available to the Implementing Partner at the time specified in the program furnished by the Implementing Partner, pursuant to GCC Sub-Clause 18.2 (Program of Performance), unless otherwise mutually agreed.

21.2.2 Upon receipt of such item, the Implementing Partner shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. CESL shall immediately remedy any shortage, defect or default, or the Implementing Partner shall, if practicable and possible, at the request of CESL, remedy such shortage, defect or default at CESL's cost and expense. After inspection, such item shall fall under the care, custody and control of the Implementing Partner.

The provision of this GCC Sub-Clause 21.2.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item or shall apply to defective items that have been repaired here onwards.

21.2.3 CESL shall have no liability for any shortage, defect or default, for which implementing partner shall be liable. For any such shortage, defect or default whether under GCC Clause 27 (Defect Liability) or under any other provision of Contract, implementing partner shall be held liable.

### 21.3 Transportation

21.3.1 The Implementing Partner shall at its own risk and expense transport all the Plant and Equipment

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Serial No : 42b5AC49A8F489F7A7F642029CA001A3

MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 25 of  
54

02.12.2024

and the Implementing Partner’s Equipment to the Site by the mode of transport that the Implementing Partner judges most suitable under all the circumstances.

Packing Material

The Contractor shall ensure that all the plant and equipment are suitably packed and protected to prevent damage or deterioration during its transportation to site, handling and storage at site till the time of its installation. The ownership of all such packing material (except empty shipper's containers on which the customs duty has been paid by the Contractor) shall stand transferred to the CESL upon dispatch of the plant and equipment and endorsement of dispatch documents in favour of CESL.

21.3.2 Unless otherwise provided in the Contract, the Implementing Partner shall be entitled to select any safe mode of transport operated by any person to carry the Plant and Equipment and the Implementing Partner’s Equipment.

21.3.3 Upon despatch of each shipment of the Plant and Equipment and the Implementing Partner’s Equipment, the Implementing Partner shall notify CESL by telex, cable, facsimile or Electronic Data Interchange (EDI) of the description of the Plant and Equipment and of the Implementing Partner’s Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Implementing Partner shall furnish CESL with relevant shipping documents to be agreed upon between the parties.

21.3.4 The Implementing Partner shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment and the Implementing Partner’s Equipment to the Site. CESL shall use its best endeavours in a timely and expeditious manner to assist the Implementing Partner in obtaining such approvals, if requested by the Implementing Partner. The Implementing Partner shall indemnify and hold harmless CESL from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Plant and Equipment and the Implementing Partner’s Equipment to the Site.

21.4 Customs Clearance

The Implementing Partner shall, at its own expense, handle all imported Plant and Equipment and Implementing Partner’s Equipment at the point(s) of import and shall handle any formalities for customs clearance, subject to CESL’s obligations under GCC Sub-Clause 14.2, provided that if applicable laws or regulations require any application or act to be made by or in the name of CESL, CESL shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance due to fault of CESL, the Implementing Partner shall be entitled to an extension in the Time for Completion, pursuant to GCC Clause 40.

22. Installation

22.1 Setting Out/Supervision/Labour

22.1.1 Benchmark: The Implementing Partner shall be responsible for the true and proper setting-out of the Facilities in relation to benchmarks, reference marks and lines provided to it in writing by or on behalf of CESL.

If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Implementing Partner shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of CESL, the expense of rectifying the same shall be borne by CESL.

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SERVICES LIMITED, C=IN  
Serial No.: 42b5AC49A8F489F7A1F642029CA001A3



22.1.2 Implementing Partner's Supervision: The Implementing Partner shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Implementing Partner shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

### 22.1.3 Labour:

- (a) The Implementing Partner shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Implementing Partner is encouraged to use local labour that has the necessary skills.
- (b) Unless otherwise provided in the Contract, the Implementing Partner shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.
- (c) The Implementing Partner shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the country where the Site is located.
- (d) The Implementing Partner shall at its own expense provide the means of repatriation to all of its and its Sub-Implementing Partner's personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Implementing Partner defaults in providing such means of transportation and temporary maintenance, CESL may provide the same to such personnel and recover the cost of doing so from the Implementing Partner.
- (e) The Implementing Partner shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Sub-Implementing Partners.
- (f) The Implementing Partner shall, in all dealings with its labour and the labour of its Sub-Implementing Partners currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

## 22.2 Contractor's Implementing Partner's Equipment

22.2.1 All Contractors or Implementing Partners' Equipment brought by the Implementing Partner onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Implementing Partner shall not remove the same from the Site without the Project Manager's consent that such Implementing Partner's Equipment is no longer required for the execution of the Contract.

22.2.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Implementing Partner shall remove from the Site all Equipment brought by the Implementing Partner onto the Site and any surplus materials remaining thereon.

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 SERVICES LIMITED, C=IN  
 Serial No : 42b5AC49A8F489F7A7F642029CA001A3

MT/BID Document No: CESL/06/2024-25/PSM/24251211  
 02.12.2024

Dated:

SECTION - 3  
(GCC)

Page 27 of  
54



22.2.3 CESL will, if requested, use its best endeavours to assist the Implementing Partner in obtaining any local, state or national government permission required by the Implementing Partner for the export of the Implementing Partner's Equipment imported by the Implementing Partner for use in the execution of the Contract that is no longer required for the execution of the Contract.

### 22.3 Site Regulations and Safety

CESL and the Implementing Partner shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Implementing Partner shall prepare and submit to CESL, with a copy to the Project Manager, proposed Site regulations for CESL's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

### 22.4 Opportunities for Other Implementing Partners

22.4.1 The Implementing Partner shall, upon written request from CESL or the Project Manager, give all reasonable opportunities for carrying out the work to any other Implementing Partners employed by CESL on or near the Site.

22.4.2 If the Implementing Partner, upon written request from CESL or the Project Manager, makes available to other Implementing Partners any roads or ways the maintenance for which the Implementing Partner is responsible, permits the use by such other Implementing Partners of the Implementing Partner's Equipment, or provides any other service of whatsoever nature for such other Implementing Partners, CESL shall fully compensate the Implementing Partner for any loss or damage caused or occasioned by such other Implementing Partners in respect of any such use or service, and shall pay to the Implementing Partner reasonable remuneration for the use of such equipment or the provision of such services.

22.4.3 The Implementing Partner shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other Implementing Partners. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Implementing Partner and other Implementing Partners and the workers of CESL in regard to their work.

22.4.4 The Implementing Partner shall notify the Project Manager promptly of any defects in the other Implementing Partners' work that come to its notice, and that could affect the Implementing Partner's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Implementing Partner.

### 22.5 Emergency Work

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Implementing Partner shall immediately carry out such work.

If the Implementing Partner is unable or unwilling to do such work immediately, CESL may do or cause such work to be done as CESL may determine is necessary in order to prevent damage to the Facilities. In such event CESL shall, as soon as practicable after the occurrence of any such emergency, notify the Implementing Partner in writing of such emergency, the work done and the reasons therefor. If the work done or caused to be done by CESL is work that the Implementing Partner was liable to do at its own

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SERVICES LIMITED, C=IN  
Serial No : 42b5ac49a8f489f7a1f642029CA001A3

expense under the Contract, the reasonable costs incurred by CESL in connection therewith shall be paid by the Implementing Partner to CESL. Otherwise, the cost of such remedial work shall be borne by CESL.

## 22.6 Site Clearance

22.6.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Implementing Partner shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Implementing Partner's Equipment no longer required for execution of the Contract.

22.6.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Implementing Partner shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe.

## Disposal of Scrap

The Contractor shall with the agreement of CESL promptly remove from the site any 'Scrap' generated during performance of any activities at site in pursuance of the Contract. The term 'Scrap' shall refer to scrap / waste / remnants arising out of the fabrication of structural steel work and piping work at the project site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables.

The ownership of such Scrap shall vest with the Contractor except in cases where the items have been issued by CESL from its stores for their installation only without any adjustment to the Contract Price. The removal of scrap shall be subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, Excise etc.), if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable taxes/duties shall be that of the Contractor. Harmful scrap shall be disposed as per environmental statutory or other guidelines at contractor or implementing partner own cost.

The Contractor shall also indemnify to keep CESL harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap. The Indemnity Bond shall be furnished by Contractor as per proforma enclosed in Section-VII (Forms and Procedure) as Form No. 14. Further, in case the laws require CESL to take prior permission of the relevant Authorities before handing over the scrap to the Contractor, the same shall be obtained by the Contractor on behalf of CESL.

However, scrap generated in say replacement of pumps (i.e. old pumps as scrap) or any other scrap which is owned by CESL as per contract agreement, the same shall be disposed by CESL and CESL will get the payment. Contractor or Implementing Partner will co-ordinate with CESL and the agency picking up the scrap, for scrap disposal.

## 22.7 Watching and Lighting

The Implementing Partner shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

## 22.8 Work at Night and on Holidays

22.8.1 Unless otherwise provided in the Contract, no work shall be carried out during the night and on public holidays of the country where the Site is located without prior written consent of CESL, except where work is necessary or required to ensure maintenance of public utility services or safety of the

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SERVICES LIMITED, C=IN  
Serial No : 42B5AC49A8F499F7A17642029CA001A3

MT/BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

Dated:

SECTION - 3  
(GCC)

Page 29 of  
54

Facilities or for the protection of life, or to prevent loss or damage to property, when the Implementing Partner shall immediately advise the Project Manager, provided that provisions of this GCC Sub-Clause 22.8.1 shall not apply to any work which is customarily carried out by rotary or double-shifts.

22.8.2 Notwithstanding GCC Sub-Clauses 22.8.1 or 22.1.3, if and when the Implementing Partner considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests CESL's consent thereto, CESL shall not unreasonably withhold such consent.

### 23. Test and Inspection

23.1 The Implementing Partner shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and Equipment and any part of the Facilities as are specified in the Contract.

23.2 CESL and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that CESL shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

23.3 Whenever the Implementing Partner is ready to carry out any such test and/or inspection, the Implementing Partner shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Implementing Partner shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable CESL and the Project Manager (or their designated representatives) to attend the test and/or inspection

23.4 The Implementing Partner shall provide the Project Manager with a certified report of the results of any such test and/or inspection.

If CESL or Project Manager (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Implementing Partner may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.

23.5 The Project Manager may require the Implementing Partner to carry out any test and/or inspection not required by the Contract, provided that the Implementing Partner'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 work on the Facilities and/or the Implementing Partner's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.

23.6 If any Plant and Equipment or any part of the Facilities fails to pass any test and/or inspection, the Implementing Partner shall either rectify or replace such Plant and Equipment or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under GCC Sub-Clause 23.3.

23.7 If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant and Equipment or part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to the Adjudicator for determination in accordance with GCC Sub-Clause 6.1 (Adjudicator).

23.8 The Implementing Partner shall afford CESL and the Project Manager, at CESL's expense, access at any reasonable time to any place where the Plant and Equipment are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Implementing Partner a reasonable prior notice.

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SERVICES LIMITED, C=IN  
Serial No : 42b5AC49A8F489F7A7F642029CA001A5

**MT/BID Document No: CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

**Dated:**

**SECTION - 3**  
**(GCC)**

**Page 30 of**  
**54**

23.9 The Implementing Partner agrees that neither the execution of a test and/or inspection of Plant and Equipment or any part of the Facilities, nor the attendance by CESL or the Project Manager, nor the issue of any test certificate pursuant to GCC Sub-Clause 23.4, shall release the Implementing Partner from any other responsibilities under the Contract.

23.10 No part of the Facilities or foundations shall be covered up on the Site without the Implementing Partner carrying out any test and/or inspection required under the Contract. The Implementing Partner shall give a reasonable notice to the Project Manager whenever any such part of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.

23.11 The Implementing Partner shall uncover any part of the Facilities or foundations or shall make openings in or through the same as the Project Manager may from time to time require at the Site, and shall reinstate and make good such part or parts.

If any part of the Facilities or foundations have been covered up at the Site after compliance with the requirement of GCC Sub-Clause 23.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by CESL, and the Time for Completion shall be reasonably adjusted to the extent that the Implementing Partner has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

## 24. Completion of the Facilities

24.1 As soon as the Facilities or any part thereof has, in the opinion of the Implementing Partner, been completed operationally and structurally and put in a tight and clean condition as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety of the Facilities, the Implementing Partner shall so notify CESL in writing.

24.2 Within seven (7) days after receipt of the notice from the Implementing Partner under GCC Sub-Clause 24.1, CESL shall supply the operating and maintenance personnel specified in Appendix 6 (Scope of Works and Supply by CESL) to the Contract Agreement, required for Pre-commissioning of the Facilities or any part thereof.

Unless otherwise specified in the Technical Specifications, CESL shall also provide, within the said seven (7) day period, the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Pre commissioning of the Facilities or any part thereof.

24.3 As soon as reasonably practicable after the operating and maintenance personnel have been supplied by CESL and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters, if so specified in Appendix 6 (Scope of Works and Supply by the CESL)/ Technical Specifications, have been provided by CESL in accordance with GCC Sub-Clause 24.2, the Implementing Partner shall commence Pre commissioning of the Facilities or the relevant part thereof in preparation for Commissioning.

24.4 As soon as all works in respect of Pre commissioning are completed and, in the opinion of the Implementing Partner, the Facilities or any part thereof is ready for Commissioning, the Implementing Partner shall commence Commissioning as per procedures stipulated in Technical Specifications, and as soon as Commissioning is satisfactorily completed, the Implementing Partner shall so notify the Project Manager in writing.

24.5 The Project Manager shall, within fourteen (14) days after receipt of the Implementing Partner's notice under GCC Sub-Clause 24.4, either issue a Completion Certificate in the form specified in the Forms and

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SERVICES LIMITED, C=IN  
Serial No : 42b5AC49A8F489F7A7F642029CA001A5

MIT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 31 of  
54

02.12.2024

Procedures section in the bidding documents, stating that the Facilities or that part thereof have reached Completion as at the date of the Implementing Partner's notice under GCC Sub-Clause 24.4, or notify the Implementing Partner in writing of any defects and/or deficiencies.

If the Project Manager notifies the Implementing Partner of any defects and/or deficiencies, the Implementing Partner shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GCC Sub Clause 24.4.

If the Project Manager is satisfied that the Facilities or that part thereof have reached Completion, the Project Manager shall, within seven (7) days after receipt of the Implementing Partner's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as at the date of the Implementing Partner's repeated notice.

If the Project Manager is not so satisfied, then it shall notify the Implementing Partner in writing of any defects and/or deficiencies within seven (7) days after receipt of the Implementing Partner's repeated notice, and the above procedure shall be repeated.

24.6 If the Project Manager fails to issue the Completion Certificate and fails to inform the Implementing Partner of any defects and/or deficiencies within fourteen (14) days after receipt of the Implementing Partner's notice under GCC Sub-Clause 24.4 or within seven (7) days after receipt of the Implementing Partner's repeated notice under GCC Sub-Clause 24.5, or if CESL makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Implementing Partner's notice or repeated notice, or as of CESL's use of the Facilities, as the case may be.

24.7 As soon as possible after Completion, the Implementing Partner shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which CESL will undertake such completion and deduct the costs thereof from any monies owing to the Implementing Partner.

24.8 Upon Completion, CESL shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.

## 25. Commissioning, Guarantee Test and Operational Acceptance

### 25.1 Commissioning

25.1.1 Commissioning of the Facilities or any part thereof shall be completed by the Implementing Partner as per procedures detailed in the Technical Specifications.

CESL shall, unless otherwise specified in Appendix 6 (Scope of Works and Supply by the CESL)/ Technical Specifications, supply the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Commissioning of the Facilities.

### 25.2 Guarantee Test (wherever applicable)

25.2.1 The Guarantee Test (and repeats thereof) shall be conducted by the Implementing Partner after Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Contract Documents. The Implementing Partner's and Project Manager's advisory personnel shall attend the Guarantee Test. CESL shall promptly provide

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Serial No : 42b5AC49A8F489F7A7F642029CA001A3

MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 32 of  
54

02.12.2024



the Implementing Partner with such information as the Implementing Partner may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof).

25.2.2 If for reasons not attributable to the Implementing Partner, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion specified in the SCC or any other period agreed upon by CESL and the Implementing Partner, the Implementing Partner shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GCC Sub-Clauses 28.2 and 28.3 shall not apply.

### 25.3 Operational Acceptance

25.3.1 Subject to GCC Sub-Clause 25.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when

- (a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or
- (b) the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Implementing Partner within the period from the date of Completion specified in the SCC or any other agreed upon period as specified in GCC Sub-Clause 25.2.2 above, but successful Completion of the Facilities has been achieved; or
- (c) the Implementing Partner has paid the liquidated damages specified in GCC Sub-Clause 28.3 hereof; and
- (d) any minor items mentioned in GCC Sub-Clause 24.7 hereof relevant to the Facilities or that part thereof have been completed.

25.3.2 At any time after any of the events set out in GCC Sub-Clause 25.3.1 have occurred, the Implementing Partner may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Bidding Documents or in another form acceptable to CESL in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.

25.3.3 The Project Manager shall, after consultation with CESL, and within forty-five (45) days after receipt of the Implementing Partner's notice, issue an Operational Acceptance Certificate.

25.3.4 If within forty five (45) days after receipt of the Implementing Partner's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Implementing Partner in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as at the date of the Implementing Partner's said notice.

### 25.4 Partial Acceptance

25.4.1 If the Contract specifies that Completion and Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Completion and Commissioning including the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.

25.4.2 If a part of the Facilities comprises facilities such as buildings, for which no Commissioning or Guarantee Test is required, then the Project Manager shall issue the Operational Acceptance Certificate for such facility when it attains Completion, provided that the Implementing Partner shall thereafter complete any outstanding minor items that are listed in the Operational Acceptance Certificate.

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Serial No : 42b5AC49A8F489F7A7F642029CA001A5

MT/BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

Dated:

SECTION - 3  
(GCC)

Page 33 of  
54



## F. Guarantees and Liabilities

### 26. Completion Time Guarantee

26.1 The Implementing Partner guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified in the SCC) within the Time for Completion specified in the SCC pursuant to GCC Sub-Clause 8.2, or within such extended time to which the Implementing Partner shall be entitled under GCC Clause 40 (Extension of Time for Completion) hereof.

26.2 If the Implementing Partner fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 40 (Extension of Time for Completion), the Implementing Partner shall pay to CESL liquidated damages in the amount computed at the rates specified in the SCC. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as “Maximum” in the SCC. Once the “Maximum” is reached, CESL may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2.

Such payment shall completely satisfy the Implementing Partner’s obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under GCC Clause 40 (Extension of Time for Completion). The Implementing Partner shall have no further liability whatsoever to CESL in respect thereof.

However, the payment of liquidated damages shall not in any way relieve the Implementing Partner from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Implementing Partner under the Contract.

Save for liquidated damages payable under this GCC Sub-Clause 26.2, the failure by the Implementing Partner to attain any milestone or other act, matter or thing by any date specified in Appendix 4 (Time Schedule) to the Contract Agreement and/or other program of work prepared pursuant to GCC Clause 18 (Program of Performance) shall not render the Implementing Partner liable for any loss or damage thereby suffered by CESL.

### 27. Defect Liability

27.1 The Implementing Partner warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.

27.2 The Defect Liability Period shall be eighteen (18) months from the date of Completion of the Facilities (or any part thereof) or twelve (12) months from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the SCC.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Implementing Partner, the Implementing Partner shall promptly, in consultation and agreement with CESL regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Implementing Partner shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Implementing Partner shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

- (a) improper operation or maintenance of the Facilities by CESL
- (b) operation of the Facilities outside specifications provided in the Contract.
- (c) Normal wear and tear.

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MT/BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

Dated: SECTION - 3  
(GCC) Page 34 of  
54

27.3 The Implementing Partner's obligations under this GCC Clause 27 shall not apply to

- (a) any materials that are supplied by CESL under GCC Sub- Clause 21.2 (CESL-Supplied Plant, Equipment and Materials), are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein.
- (b) any designs, specifications or other data designed, supplied or specified by or on behalf of CESL or any matters for which the Implementing Partner has disclaimed responsibility herein.
- (c) any other materials supplied, or any other work executed by or on behalf of the CESL, except for the work executed by CESL under GCC Sub-Clause 27.7.

27.4 CESL shall give the Implementing Partner a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. CESL shall afford all reasonable opportunity for the Implementing Partner to inspect any such defect.

27.5 CESL shall afford the Implementing Partner all necessary access to the Facilities and the Site to enable the Implementing Partner to perform its obligations under this GCC Clause 27.

The Implementing Partner may, with the consent of CESL, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

27.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, CESL may give to the Implementing Partner a notice requiring that tests of the defective part of the Facilities shall be made by the Implementing Partner immediately upon completion of such remedial work, whereupon the Implementing Partner shall carry out such tests.

If such part fails the tests, the Implementing Partner shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests in character shall in any case be not less than what has already been agreed by CESL and the Implementing Partner for the original equipment/part of the Facilities.

27.7 If the Implementing Partner fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), CESL may, following notice to the Implementing Partner, proceed to do such work, and the reasonable costs incurred by CESL in connection therewith shall be paid to CESL by the Implementing Partner or may be deducted by CESL from any monies due to the Implementing Partner or claimed under the Performance Security.

27.8 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by CESL because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/ replacement, such repair/replacement shall have the Defect Liability Period extended by a period of twelve (12) month from the time such replacement/ repair of the Facilities or any part thereof.

27.9 Except as provided in GCC Clauses 27 and 33 (Loss of or Damage to Property / Accident or Injury to Workers/Indemnification), the Implementing Partner shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant and Equipment, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Implementing Partner.

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SERVICES LIMITED, C=IN  
Serial No : 42b5AC49A8F489F7A1F642029CA001A3

27.10 In addition, the Implementing Partner shall also provide an extended warranty for any such component of the Facilities and during the period of time as may be specified in the SCC. Such obligation shall be in addition to the defect liability specified under GCC Sub-Clause 27.2.

## 28. Functional Guarantees

28.1 The Implementing Partner guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement, subject to and upon the conditions therein specified.

28.2 If, for reasons attributable to the Implementing Partner, the guaranteed level of the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement are not met either in whole or in part, the Implementing Partner shall, within a mutually agreed time, at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet such Guarantees. The Implementing Partner shall notify CESL upon completion of the necessary changes, modifications and/or additions, and shall seek CESL's consent to repeat the Guarantee Test. If the specified Functional Guarantees are not established even during the repeat of the Guarantee Test, CESL may at its option, either

- (a) Reject the Equipment and recover the payments already made, or
- (b) Terminate the Contract pursuant to GCC Sub-Clause 42.2.2 and recover the payments already made, or
- (c) Accept the equipment after levy of liquidated damages in accordance with the provisions specified in Appendix-8(Functional Guarantees) to the Contract Agreement.

28.3 In case CESL exercises its option to accept the equipment after levy of liquidated damages, the payment of liquidated damages under GCC Sub-Clause 28.2, up to the limitation of liability specified in the Appendix-8 (Functional Guarantees) to the Contract Agreement, shall completely satisfy the Implementing Partner's guarantees under GCC Sub-Clause 28.2, and the Implementing Partner shall have no further liability whatsoever to CESL in respect thereof. Upon the payment of such liquidated damages by the Implementing Partner, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.

## 29. Patent Indemnity

29.1 The Implementing Partner shall, subject to the CESL's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the CESL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which CESL 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 Facilities by the Implementing Partner or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country.

Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Implementing Partner, pursuant to the Contract Agreement.

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MT/BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

Dated:

SECTION - 3  
(GCC)

Page 36 of  
54

29.2 If any proceedings are brought or any claim is made against CESL arising out of the matters referred to in GCC Sub-Clause 29.1, CESL shall promptly give the Implementing Partner a notice thereof, and the Implementing Partner may at its own expense and in CESL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Implementing Partner fails to notify CESL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then CESL shall be free to conduct the same on its own behalf. Unless the Implementing Partner has so failed to notify CESL within the twenty-eight (28) day period, CESL shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

CESL shall, at the Implementing Partner's request, afford all available assistance to the Implementing Partner in conducting such proceedings or claim, and shall be reimbursed by the Implementing Partner for all reasonable expenses incurred in so doing.

29.3 CESL shall indemnify and hold harmless the Implementing Partner and its employees, officers and Sub-Implementing Partners from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Implementing Partner 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 CESL.

### 30. Limitation of Liability

30.1 Except in cases of criminal negligence or wilful misconduct,

- (a) the Implementing Partner shall not be liable to the CESL, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Implementing Partner to pay liquidated damages to CESL and
- (b) the aggregate liability of the Implementing Partner to CESL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Implementing Partner to indemnify CESL with respect to patent infringement or as specified in SCC.

### G. Risk Distribution

#### 31. Transfer of Ownership

31.1 Ownership of the Plant and Equipment (including spare parts) procured in the country where the Site is located shall be transferred to CESL when the Plant and Equipment are reached at site.

31.2 Ownership of the Implementing Partner's Equipment used by the Implementing Partner and its Sub Implementing Partners in connection with the Contract shall remain with the Implementing Partner or its Sub Implementing Partners.

31.3 Ownership of any Plant and Equipment in excess of the requirements for the Facilities shall revert to the Implementing Partner upon Completion of the Facilities or at such earlier time when CESL and the Implementing Partner agree that the Plant and Equipment in question are no longer required for the Facilities, provided quantity of any Plant and Equipment specifically stipulated in the Contract shall

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MT/BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

Dated:

SECTION - 3  
(GCC)

Page 37 of  
54



be the property of CESL whether or not incorporated in the Facilities.

### 31.4 Disposal of surplus material

Ownership of any Plant and Equipment in excess of the requirements for the Facilities (i.e. surplus material) shall revert to the Contractor upon Completion of the Facilities and Guarantee Test or at such earlier time when CESL and the Contractor agree that the Plant and Equipment in question are no longer required for the Facilities, provided quantity of any Plant and Equipment specifically stipulated in the Contract shall be the property of CESL whether or not incorporated in the Facilities. The Contractor shall remove from the site such surplus material brought by him in pursuance of the Contract, subject to the Contractor producing the necessary clearance from the relevant authorities (Customs, Excise etc.), if required by law, in respect of re-export or disposal of the surplus material locally. The liability for the payment of the applicable taxes/ duties, if any, on the surplus material so re-exported and/or disposed locally shall be that of the Contractor.

The Contractor shall also indemnify to keep CESL harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal / disposal of surplus material. The Indemnity Bond shall be furnished by contractor as per proforma enclosed in Section-VII (Forms and Procedure) as Form No. 14. Further, in case the laws require CESL to take prior permission of the relevant Authorities before handing over the surplus material to the Contractor, the same shall be obtained by the Contractor on behalf of CESL.

Notwithstanding the transfer of ownership of the Plant and Equipment, the responsibility for care and custody thereof together with the risk, of loss or damage thereto shall remain with the Implementing Partner pursuant to GCC Clause 32 (Care of Facilities) hereof until Completion of the Facilities or the part thereof in which such Plant and Equipment are incorporated.

**31.5** In case of two/three Contracts entered into between CESL and the Implementing Partner as per GCC Sub-Clause 3.6 or where CESL hands over his equipment to the Implementing Partner for executing the Contract, then the Implementing Partner shall at the time of taking delivery of the Equipment through Bill of Lading or other despatch documents furnish Trust Receipt for Plant, Equipment and Materials and also execute an Indemnity Bond in favour of CESL in the form acceptable to CESL for keeping the equipment in safe custody and to utilise the same exclusively for the purpose of the said Contract. Proforma for the Trust Receipt and Indemnity bond. The CESL shall also issue a separate Authorisation Letter to the Implementing Partner to enable him to take physical delivery of plant, equipment and materials from CESL.

## 32 Care of Facilities

32.1 The Implementing Partner shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GCC Clause 24 (Completion of the Facilities) or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Implementing Partner shall also be responsible for any loss or damage to the Facilities caused by the Implementing Partner or its Sub Implementing Partners in the course of any work carried out, pursuant to GCC Clause 27 (Defect Liability). Notwithstanding the foregoing, the Implementing Partner shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clauses 32.2 and 38.1.

32.2 If any loss or damage occurs to the Facilities or any part thereof or to the Implementing Partner's temporary facilities by reason of

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Serial No : 42b5AC49A8F489F7A17642029CA001A3

MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 38 of  
54

02.12.2024

- (a) (insofar as they relate to the country where the Site is located) nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced Implementing Partner could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under GCC Clause 34 (Insurance) hereof.
- (b) any use or occupation by CESL or any third party (other than a Sub Implementing Partner) authorized by CESL of any part of the Facilities.
- (c) Any use of or reliance upon any design, data or specification provided or designated by or on behalf of CESL, or any such matter for which the Implementing Partner has disclaimed responsibility herein,

CESL shall pay to the Implementing Partner all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Implementing Partner the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If CESL requests the Implementing Partner in writing to make good any loss or damage to the Facilities thereby occasioned, the Implementing Partner shall make good the same at the cost of CESL in accordance with GCC Clause 39 (Change in the Facilities). If the CESL does not request the Implementing Partner in writing to make good any loss or damage to the Facilities thereby occasioned, CESL shall either request a change in accordance with GCC Clause 39 (Change in the Facilities), excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, CESL shall terminate the Contract pursuant to GCC Sub-Clause 42.1 (Termination for CESL's Convenience) hereof, except that the Implementing Partner shall have no entitlement to profit under paragraph (e) of GCC Sub-Clause 42.1.3 in respect of any unexecuted Facilities as at the date of termination.

32.3 The Implementing Partner shall be liable for any loss of or damage to any Implementing Partner's Equipment, or any other property of the Implementing Partner used or intended to be used for purposes of the Facilities, except (i) as mentioned in GCC Sub-Clause 32.2 (with respect to the Implementing Partner's temporary facilities), and (ii) where such loss or damage arises by reason of any of the matters specified in GCC Sub-Clauses 32.2(b) and (c) and 38.1.

32.3 With respect to any loss or damage caused to the Facilities or any part thereof or to the Implementing Partner's Equipment by reason of any of the matters specified in GCC Sub-Clause 38.1, the provisions of GCC Sub-Clause 38.3 shall apply.

### 33 Loss of or Damage to Property; Accident or Injury to workers; Indemnification

33.1 Subject to GCC Sub - Clause 33.3, the Implementing Partner shall indemnify and hold harmless CESL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Implementing Partner or its Sub-Implementing Partners, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of CESL, its Implementing Partners, employees, officers or agents.

33.2 If any proceedings are brought or any claim is made against CESL that might subject the Implementing Partner to liability under GCC Sub-Clause 33.1, CESL shall promptly give the Implementing Partner a notice thereof and the Implementing Partner may at its own expense and in CESL's name conduct such proceedings or claim and any negotiations for the settlement of any such

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 Serial No : 42b5AC49A8F489F7A7F642029CA001A3



proceedings or claim.

If the Implementing Partner fails to notify CESL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then CESL shall be free to conduct the same on its own behalf. Unless the Implementing Partner has so failed to notify CESL within the twenty-eight (28) day period, CESL shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

CESL shall, at the Implementing Partner's request, afford all available assistance to the Implementing Partner in conducting such proceedings or claim, and shall be reimbursed by the Implementing Partner for all reasonable expenses incurred in so doing.

33.3 CESL shall indemnify and hold harmless the Implementing Partner and its employees, officers and Sub-Implementing Partners from any liability for loss of or damage to property of the CESL, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 34 (Insurances), provided that such fire, explosion or other perils were not caused by any act or failure of the Implementing Partner.

33.4 The party entitled to the benefit of an indemnity under this GCC Clause 33 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

## 34 Insurance

34.1 To the extent specified in Appendix 3 (Insurance Requirements) to the Contract Agreement, the Implementing Partner shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the CESL, who should not unreasonably withhold such approval.

### (a) Cargo Insurance During Transport

Covering loss or damage occurring while in transit from the Implementing Partner's or Sub Implementing Partner's works or stores until arrival at the Site, to the Plant and Equipment (including spare parts therefor) and to the Implementing Partner's Equipment.

### (b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Implementing Partner's liability in respect of any loss or damage occurring during the Defect Liability Period while the Implementing Partner is on the Site for the purpose of performing its obligations during the Defect Liability Period.

### (c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including CESL's personnel) and loss of or damage to property occurring in connection with the supply and installation of the Facilities.

### (d) Automobile Liability Insurance

Covering use of all vehicles used by the Implementing Partner or its Sub Implementing Partners (whether or not owned by them) in connection with the execution of the Contract.

### (e) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Contract or any part

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MT/BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

Dated:

SECTION - 3  
(GCC)

Page 40 of  
54

thereof is executed.

**(f) CESL's Liability**

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

**(g) Other Insurances**

Such other insurances as may be specifically agreed upon by the parties hereto as listed in the said Appendix 3.

34.2 CESL shall be named as co-insured under all insurance policies taken out by the Implementing Partner pursuant to GCC Sub-Clause 34.1, except for the Third Party Liability, Workers' Compensation and CESL's Liability Insurances, and the Implementing Partner's Sub Implementing Partners shall be named as co-insured's under all insurance policies taken out by the Implementing Partner pursuant to GCC Sub-Clause 34.1 except for the Cargo Insurance During Transport, Workers' Compensation and CESL's Liability Insurances. All insurers' rights of subrogation against such co-insured's for losses or claims arising out of the performance of the Contract shall be waived under such policies.

34.3 The Implementing Partner shall, in accordance with the provisions of Appendix 3 (Insurance Requirements) to the Contract Agreement, deliver to CESL certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to CESL by insurers prior to cancellation or material modification of a policy.

34.4 The Implementing Partner shall ensure that, where applicable, its Sub Implementing Partner(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Sub Implementing Partners are covered by the policies taken out by the Implementing Partner.

34.5 CESL shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in Appendix 3 (Insurance Requirements) to the Contract Agreement.

34.6 If the Implementing Partner fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 34.1, CESL may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Implementing Partner under the Contract any premium that CESL shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Implementing Partner. If CESL fails to take out and/or maintain in effect the insurances referred to in GCC 34.5, the Implementing Partner may take out and maintain in effect any such insurances and may from time to time deduct from any amount due CESL under the Contract any premium that the Implementing Partner shall have paid to the insurer, or may otherwise recover such amount as a debt due from CESL. If the Implementing Partner fails to or is unable to take out and maintain in effect any such insurances, the Implementing Partner shall nevertheless have no liability or responsibility towards CESL, and the Implementing Partner shall have full recourse against CESL for any and all liabilities of CESL herein.

34.7 Unless otherwise provided in the Contract, the Implementing Partner shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 34, and all monies payable by any insurers shall be paid to the Implementing Partner as per the procedure outlined in GCC Sub- Clause 34.8 below. CESL shall give to the Implementing Partner all such reasonable assistance as may be required by the Implementing Partner. With respect to insurance claims in which CESL's interest is involved, the Implementing Partner shall not give any release or make any compromise with the insurer

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SERVICES LIMITED, C=IN  
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without the prior written consent of CESL. With respect to insurance claims in which the Implementing Partner's interest is involved, CESL shall not give any release or make any compromise with the insurer without the prior written consent of the Implementing Partner.

34.8 (i) wherever total damages/loss of equipment/material, would occur, the Implementing Partner will be entitled to payment of all payments received from the underwriters except the following amounts:

- (a) The amount paid to the Implementing Partner under the Contract in respect of equipment/material damaged/lost (excluding the pro-rata initial advance) but including the entire amount of escalation, if any, already paid to the Contractor.
- (b) Custom Duties and other taxes and duties which have already been paid by CESL.

In the event the claim money settled, is less than the total of the amount in a & b above, then the entire claim money settled will be retained by CESL and the Implementing Partner will forth-with pay CESL the short fall amount between the claim money and the total of amounts as per a & b mentioned above. Subsequent payments, if any, due under the Contract shall be regulated by the relevant terms of payment.

(II) In case of damage to any equipment/material during any stage, the Implementing Partner upon rectification of the damaged equipment to the satisfaction of the CESL shall be paid to the extent of full claims settled by the underwriters.

### 35 Unforeseen Conditions

35.1 If, during the execution of the Contract, the Implementing Partner shall encounter on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced Implementing Partner on the basis of reasonable examination of the data relating to the Facilities (including any data as to boring tests) provided by CESL, and on the basis of information that it could have obtained from a visual inspection of the Site (if access thereto was available) or other data readily available to it relating to the Facilities, and if the Implementing Partner determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Implementing Partner shall promptly, and before performing additional work or using additional Plant and Equipment or Implementing Partner's Equipment, notify the Project Manager in writing of

- a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen.
- b) the additional work and/or Plant and Equipment and/or Implementing Partner's Equipment required, including the steps which the Implementing Partner will or proposes to take to overcome such conditions or obstructions.
- c) the extent of the anticipated delay.
- d) the additional cost and expense that the Implementing Partner is likely to incur.

On receiving any notice from the Implementing Partner under this GCC Sub-Clause 35.1, the Project Manager shall promptly consult with CESL and Implementing Partner and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Implementing Partner, with a copy to CESL, of the

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SERVICES LIMITED, C=IN  
Serial No : 42b5AC49A8F489F7A7F642029CA001A3

MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 42 of  
54

02.12.2024

actions to be taken.

35.2 Any reasonable additional cost and expense incurred by the Implementing Partner in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1 shall be paid by the CESL to the Implementing Partner as an addition to the Contract Price.

35.3 If the Implementing Partner is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1, the Time for Completion shall be extended in accordance with GCC Clause 40 (Extension of Time for Completion).

## 36 Change in Laws and Regulations

36.1 If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Implementing Partner and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Implementing Partner has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between CESL and the Implementing Partner/Assignee of Foreign Implementing Partner (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Implementing Partner/Assignee of Foreign Implementing Partner and shall also not be applicable on bought out items despatched directly from sub-vendor works to site. Further, no adjustment of the Contract Price and/or payment or reimbursement of taxes, duties or levies shall be made on account of variation in or withdrawal of Deemed Export benefits. Notwithstanding the foregoing, such additional or reduced costs 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 the Appendix 2 to the Contract Agreement.

## 37 Force Majeure

37.1 "Force Majeure" shall mean any event beyond the reasonable control of CESL or of the Implementing Partner, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

37.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

37.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 40 (Extension of Time for Completion).

37.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Sub-Clauses 37.6 and 38.5.

37.5 No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall

- a) constitute a default or breach of the Contract

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SERVICES LIMITED, C=IN  
Serial No : 42b5AC49A8F489F7A7F642029CA001A3

MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 43 of  
54

02.12.2024

- b) (subject to GCC Sub-Clauses 32.2, 38.3 and 38.4) give rise to any claim for damages or additional cost or expense occasioned thereby

If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

37.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCC Clause 6.

37.7 Notwithstanding GCC Sub-Clause 37.5, Force Majeure shall not apply to any obligation of the CESL to make payments to the Implementing Partner herein.

### 38 War Risks

38.1 “War Risks” shall mean any of the following events occurring or existing in or near the country (or countries) where the Site is located:

- a) war, hostilities or warlike operations (whether a state of war is declared or not), invasion, act of foreign enemy and civil war
- b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, and
- c) any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.

38.2 Notwithstanding anything contained in the Contract, the Implementing Partner shall have no liability whatsoever for or with respect to

- a) destruction of or damage to Facilities, Plant & Equipment, or any part thereof
- b) destruction of or damage to property of CESL or any third party
- c) injury or loss of life

if such destruction, damage, injury or loss of life is caused by any War Risks, and CESL shall indemnify and hold the Implementing Partner harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.

38.3 If the Facilities or any Plant and Equipment or Implementing Partner’s Equipment or any other property of the Implementing Partner used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any War Risks, CESL shall pay the Implementing Partner for

- a) any part of the Facilities or the Plant and Equipment so destroyed or damaged (to the extent not already paid for by CESL)
- b) replacing or making good any Implementing Partner’s Equipment or other property of the Implementing Partner so destroyed or damaged so far as may be required by CESL, and as may be necessary for completion of the Facilities,
- c) replacing or making good any such destruction or damage to the Facilities or the Plant and

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SERVICES LIMITED, C=IN  
Serial No : 42b5AC49A8F489F7A7F642029CA001A5



Equipment or any part thereof.

If CESL does not require the Implementing Partner to replace or make good any such destruction or damage to the Facilities, CESL shall either request a change in accordance with GCC Clause 39 (Change in the Facilities), excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to GCC Sub-Clause 42.1 (Termination for CESL's Convenience).

38.4 Notwithstanding anything contained in the Contract, CESL shall pay the Implementing Partner for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Implementing Partner shall as soon as practicable notify CESL in writing of any such increased cost.

38.5 If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Implementing Partner, the Implementing Partner shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Sub Implementing Partners' personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute will be resolved in accordance with GCC Clause 6.

38.6 In the event of termination pursuant to GCC Sub-Clauses 38.3, the rights and obligations of CESL and the Implementing Partner shall be specified in GCC Sub-Clauses 42.1.2 and 42.1.3, except that the Implementing Partner shall have no entitlement to profit under paragraph (e) of GCC Sub-Clause 42.1.3 in respect of any unexecuted Facilities as of the date of termination.

## H. Change in Contract Element

### 39.1 Changes in the Facilities

39.1.1 CESL shall have the right to propose, and subsequently require, that the Project Manager order the Implementing Partner from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.

39.1.2 The Implementing Partner may from time to time during its performance of the Contract propose to CESL (with a copy to the Project Manager) any Change that the Implementing Partner considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. CESL may at its discretion approve or reject any Change proposed by the Implementing Partner.

39.1.3 Notwithstanding GCC Sub-Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Implementing Partner in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Sub-Clauses 39.2 and 39.3.

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Serial No : 42b5AC49A8F489F7A7F642029CA001A5

MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 45 of  
54

02.12.2024



### 39.2 Changes Originating from CESL

If CESL proposes a Change pursuant to GCC Sub-Clause 39.1.1, it shall send to the Implementing Partner a “Request for Change Proposal,” requiring the Implementing Partner to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:

- a) brief description of the Change
- b) effect on the Time for Completion
- c) estimated cost of the Change
- d) effect on Functional Guarantees (if any)
- e) effect on any other provisions of the Contract.

39.2.2 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the rates and prices of any change are in the Contract, the parties thereto shall agree on specific rates for the valuation of the Change.

39.2.3 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Implementing Partner under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Implementing Partner may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If CESL accepts the Implementing Partner’s objection, CESL and the Implementing Partner shall agree on specific rates for valuation of the change.

39.2.4 Upon receipt of the Change Proposal, CESL and the Implementing Partner shall mutually agree upon all matters therein contained including agreement on rates if such rates are not available in the Contract or if the limit of 15% set forth in Clause 39.2.3 has been exceeded. Within fourteen (14) days after such agreement, CESL shall, if it intends to proceed with the Change, issue the Implementing Partner with a Change Order.

If CESL is unable to reach a decision within fourteen (14) days, it shall notify the Implementing Partner with details of when the Implementing Partner can expect a decision.

If CESL decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Implementing Partner accordingly.

39.2.5 If CESL and the Implementing Partner cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, CESL may nevertheless instruct the Implementing Partner to proceed with the Change by issue of a “Pending Agreement Change Order.”

Upon receipt of a Pending Agreement Change Order, the Implementing Partner shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

### 39.3 Changes Originating from Implementing Partner

39.3.1 If the Implementing Partner proposes a Change pursuant to GCC Sub-Clause 39.1.2, the Implementing Partner shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC Sub-Clause 39.2.1.

Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in

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**MT/BID Document No: CESL/06/2024-25/PSM/24251211**  
Serial No : 42b5AC49A8F489F7A7F642029CA001A3

**02.12.2024**

**Dated:**

**SECTION - 3  
(GCC)**

**Page 46 of  
54**

#### 40. Extension of Time for Completion

40.1 The Time(s) for Completion specified in the SCC shall be extended if the Implementing Partner is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- a) any Change in the Facilities as provided in GCC Clause 39 (Change in the Facilities)
- b) any occurrence of Force Majeure as provided in GCC Clause 37 (Force Majeure), unforeseen conditions as provided in GCC Clause 35 (Unforeseen Conditions), or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clause 32.2
- c) any suspension order given by CESL under GCC Clause 41 (Suspension) hereof or reduction in the rate of progress pursuant to GCC Sub-Clause 41.2 or
- d) any changes in laws and regulations as provided in GCC Clause 36 (Change in Laws and Regulations) or
- e) any default or breach of the Contract by CESL, specifically including failure to supply the items listed in Appendix 6 (Scope of Works and Supply by CESL) to the Contract Agreement, or any activity, act or omission of any other Implementing Partners employed by CESL or
- f) any other matter specifically mentioned in the Contract.

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Implementing Partner.

40.2 Except where otherwise specifically provided in the Contract, the Implementing Partner shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, CESL and the Implementing Partner shall agree upon the period of such extension. In the event that the Implementing Partner does not accept CESL's estimate of a fair and reasonable time extension, the Implementing Partner shall be entitled to refer the matter to the Adjudicator, pursuant to GCC Sub-Clause 6.1 (Adjudicator).

40.3 The Implementing Partner shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

#### 41. Suspension

41.1 CESL/ Project Manager may, by notice to the Implementing Partner, order the Implementing Partner to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons, therefore. The Implementing Partner shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Project Manager/ CESL.

If, by virtue of a suspension order given by the Project Manager/CESL other than by reason of the Implementing Partner's default or breach of the Contract, the Implementing Partner's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time

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MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 47 of  
54

02.12.2024

thereafter and provided that at that time such performance is still suspended, the Implementing Partner may give a notice to the Project Manager requiring that CESL shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 39 (Change in the Facilities), excluding the performance of the suspended obligations from the Contract.

If CESL fails to do so within such period, the Implementing Partner may, by a further notice to the Project Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with GCC Clause 39 (Change in the Facilities) or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause 42.1 (Termination for CESL's Convenience).

#### 41.2 If

- a) CESL has failed to pay the Implementing Partner any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, or commits a substantial breach of the Contract, the Implementing Partner may give a notice to CESL that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires CESL to remedy the same, as the case may be. If CESL fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Implementing Partner's notice or
- b) the Implementing Partner is unable to carry out any of its obligations under the Contract for any reason attributable to CESL, including but not limited to CESL's failure to provide possession of or access to the Site or other areas in accordance with GCC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities; then the Implementing Partner may by fourteen (14) days' notice to CESL suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

41.3 If the Implementing Partner's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 41, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 40.1, and any and all additional costs or expenses incurred by the Implementing Partner as a result of such suspension or reduction shall be paid by CESL to the Implementing Partner in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Implementing Partner's default or breach of the Contract.

41.4 During the period of suspension, the Implementing Partner shall not remove from the Site any Plant and Equipment, any part of the Facilities or any Implementing Partner's Equipment, without the prior written consent of CESL.

## 42. Termination

### 42.1 Termination for CESL's Convenience

42.1.1 CESL may at any time terminate the Contract for any reason by giving the Implementing Partner a notice of termination that refers to this GCC Sub-Clause 42.1.

42.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 42.1.1, the Implementing Partner shall either immediately or upon the date specified in the notice of termination

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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1baa79d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
Serial No : 42B5AC49A8F449F7A7F642029CA001A5

MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 48 of  
54

02.12.2024

- (a) cease all further work, except for such work as CESL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to CESL pursuant to paragraph (d)(ii) below
- (c) remove all Implementing Partner's Equipment from the Site, repatriate the Implementing Partner's and its Sub Implementing Partners' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.
- (d) In addition, the Implementing Partner, subject to the payment specified in GCC Sub-Clause 42.1.3, shall
  - (i) Deliver to CESL the parts of the Facilities executed by the Implementing Partner up to the date of termination
  - (ii) to the extent legally possible, assign to CESL all right, title and benefit of the Implementing Partner to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by CESL, in any subcontracts concluded between the Implementing Partner and its Sub Implementing Partners
  - (iii) deliver to CESL all non-proprietary drawings, specifications and other documents prepared by the Implementing Partner or its Sub Implementing Partners as at the date of termination in connection with the Facilities.

42.1.3 In the event of termination of the Contract under GCC Sub-Clause 42.1.1, CESL shall pay to the Implementing Partner the following amounts:

- (a) the Contract Price, properly attributable to the parts of the Facilities executed by the Implementing Partner as of the date of termination
- (b) the costs reasonably incurred by the Implementing Partner in the removal of the Implementing Partner's Equipment from the Site and in the repatriation of the Implementing Partner's and its Sub Implementing Partners' personnel.
- (c) any amounts to be paid by the Implementing Partner to its Sub Implementing Partners in connection with the termination of any subcontracts, including any cancellation charges.
- (d) costs incurred by the Implementing Partner in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.1.2
- (e) the cost of satisfying all other obligations, commitments and claims that the Implementing Partner may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

## 42.2 Termination for Contractor or Implementing Partner's Default

42.2.1 CESL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Implementing Partner, referring to this GCC Sub-Clause 42.2:

- (a) if the Implementing Partner becomes bankrupt or insolvent, has a receiving order issued against

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 SERVICES LIMITED, C=IN  
 Serial No : 42b5AC49A8F489F7A7F642029CA001A5

**MT/BID Document No: CESL/06/2024-25/PSM/24251211**  
**02.12.2024**

**Dated:**

**SECTION - 3**  
**(GCC)**

**Page 49 of**  
**54**

- it, compounds with its creditors, or, if the Implementing Partner is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Implementing Partner takes or suffers any other analogous action in consequence of debt.
- (b) if the Implementing Partner assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 43 (Assignment).
  - (c) if the Implementing Partner, in the judgement of CESL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of CESL and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive CESL of the benefits of free and open competition.

#### 42.2.2 If the Implementing Partner

- (a) has abandoned or repudiated the Contract
- (b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 41.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from CESL to proceed
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- (d) refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished under GCC Clause 18 (Program of Performance) at rates of progress that give reasonable assurance to CESL that the Implementing Partner can attain Completion of the Facilities by the Time for Completion as extended then CESL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Implementing Partner stating the nature of the default and requiring the Implementing Partner to remedy the same. If the Implementing Partner fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then CESL may terminate the Contract forthwith by giving a notice of termination to the Implementing Partner that refers to this GCC Sub-Clause 42.2.

42.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 42.2.1 or 42.2.2, the Implementing Partner shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as CESL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

- (a) terminate all subcontracts, except those to be assigned to CESL pursuant to paragraph (d) below
- (b) deliver to CESL the parts of the Facilities executed by the Implementing Partner up to the date of termination.
- (c) to the extent legally possible, assign to CESL all right, title and benefit of the Implementing

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**MT/BID Document No: CESL/06/2024-25/PSM/24251211**

**Dated:**

**SECTION - 3  
(GCC)**

**Page 50 of  
54**

**02.12.2024**



Partner to the Works. and to the Plant and Equipment as at the date of termination, and, as may be required by CESL, in any subcontracts concluded between the Implementing Partner and its Sub Implementing Partners.

- (d) deliver to CESL all drawings, specifications and other documents prepared by the Implementing Partner or its Sub Implementing Partners as at the date of termination in connection with the Facilities.

42.2.4 CESL may enter upon the Site, expel the Implementing Partner, and complete the Facilities itself or by employing any third party. CESL may, to the exclusion of any right of the Implementing Partner over the same, take over and use with the payment of a fair rental rate to the Implementing Partner, with all the maintenance costs to the account of CESL and with an indemnification by CESL for all liability including damage or injury to persons arising out of CESL's use of such equipment, any Implementing Partner's Equipment owned by the Implementing Partner and on the Site in connection with the Facilities for such reasonable period as CESL considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as CESL thinks appropriate, CESL shall give notice to the Implementing Partner that such Implementing Partner's Equipment will be returned to the Implementing Partner at or near the Site and shall return such Implementing Partner's Equipment to the Implementing Partner in accordance with such notice. The Implementing Partner shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

42.2.5 Subject to GCC Sub-Clause 42.2.6, the Implementing Partner shall be entitled to be paid the Contract Price attributable to the Facilities executed as at the date of termination, the value of any unused or partially used Plant and Equipment on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.2.3. Any sums due to CESL from the Implementing Partner accruing prior to the date of termination shall be deducted from the amount to be paid to the Implementing Partner under this Contract.

42.2.6 If CESL completes the Facilities, the cost of completing the Facilities by CESL shall be determined. If the sum that the Implementing Partner is entitled to be paid, pursuant to GCC Sub-Clause 42.2.5, plus the reasonable costs incurred by CESL in completing the Facilities, exceeds the Contract Price, the Implementing Partner shall be liable for such excess.

If such excess is greater than the sums due to the Implementing Partner under GCC Sub-Clause 42.2.5, the Implementing Partner shall pay the balance to CESL, and if such excess is less than the sums due to the Implementing Partner under GCC Sub-Clause 42.2.5, CESL shall pay the balance to the Implementing Partner.

CESL and the Implementing Partner shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

### 42.3 Termination by Contractor or Implementing Partner

#### 42.3.1 If

(a) CESL has failed to pay the Implementing Partner any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Appendix 1 (Terms and Procedures of Payment) of the Contract Agreement, or commits a substantial breach of the Contract, the Implementing Partner may give a notice to CESL that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires CESL to remedy the same, as the case may be. If CESL fails to pay such sum, fails to approve such invoice or supporting

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MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 51 of  
54

02.12.2024



documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Implementing Partner's notice, or

(b) the Implementing Partner is unable to carry out any of its obligations under the Contract for any reason attributable to CESL, including but not limited to CESL's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities which CESL is required to obtain as per provision of the Contract or as per relevant applicable laws of the country,

then the Implementing Partner may give a notice to CESL thereof, and if CESL has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Implementing Partner is still unable to carry out any of its obligations under the Contract for any reason attributable to CESL within twenty-eight (28) days of the said notice, the Implementing Partner may by a further notice to CESL referring to this GCC Sub-Clause 42.3.1, forthwith terminate the Contract.

42.3.2 The Implementing Partner may terminate the Contract forthwith by giving a notice to CESL to that effect, referring to this GCC Sub-Clause 42.3.2, if CESL becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if CESL takes or suffers any other analogous action in consequence of debt.

42.3.3 If the Contract is terminated under GCC Sub-Clauses 42.3.1 or 42.3.2, then the Implementing Partner shall immediately

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to CESL pursuant to paragraph (d)(ii)
- (c) remove all Implementing Partner's Equipment from the Site and repatriate the Implementing Partner's and its Sub Implementing Partner's personnel from the Site
- (d) In addition, the Implementing Partner, subject to the payment specified in GCC Sub-Clause

42.3.4, shall

- (i) deliver to CESL the parts of the Facilities executed by the Implementing Partner up to the date of termination
- (ii) to the extent legally possible, assign to CESL all right, title and benefit of the Implementing Partner to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by CESL, in any subcontracts concluded between the Implementing Partner and its Sub Implementing Partners
- (iii) deliver to CESL all drawings, specifications and other documents prepared by the Implementing Partner or its Sub Implementing Partners as of the date of termination in connection with the Facilities.

42.3.4 If the Contract is terminated under GCC Sub-Clauses 42.3.1 or 42.3.2, CESL shall pay to the Implementing Partner all payments specified in GCC Sub-Clause 42.1.3, and reasonable compensation for all loss or damage sustained by the Implementing Partner arising out of, in connection with or in consequence of such termination.

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SERVICES LIMITED, C=IN  
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**MT/BID Document No: CESL/06/2024-25/PSM/24251211**

**Dated:**

**SECTION - 3  
(GCC)**

**Page 52 of  
54**

**02.12.2024**

42.3.5 Termination by the Implementing Partner pursuant to this GCC Sub-Clause 42.3 is without prejudice to any other rights or remedies of the Implementing Partner that may be exercised in lieu of or in addition to rights conferred by GCC Sub-Clause 42.3.

42.4 In this GCC Clause 42, the expression "Facilities executed" shall include all work executed, Installation Services provided, any or all Plant and Equipment acquired (or subject to a legally binding obligation to purchase by the Implementing Partner and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

42.5 In this GCC Clause 42, in calculating any monies due from CESL to the Implementing Partner, account shall be taken of any sum previously paid by CESL to the Implementing Partner under the Contract, including any advance payment paid pursuant to Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement.

### 43. Assignment

43.1 The Implementing Partner shall not, without the express prior written consent of CESL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Implementing Partner shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

### 44. Bankruptcy

If the Contractor shall become bankrupt or have a receiving order made against him or compound with his creditors, or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only of amalgamation

/ Reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, the Owner will be at liberty:

to terminate the contract forthwith by notice in writing to the liquidator or receiver or to any person in whom the contract may become vested & to act in the manner provided in GCC clause 42 entitled "Termination" as though the last-mentioned notice has been the notice referred to in such clause and the equipment and materials have been taken out of the contractor's hands.

to give such liquidator, receiver or other person, the option of carrying out the contract subject to his providing a guarantee, for the due and faithful performance of the contract up to an amount to be determined by the Owner.

### 45. Contractor Performance & Feedback and Evaluation System

CESL has in place an established 'Contractor Performance & Feedback System' against which the contractors performance during the execution of contract shall be evaluated on a continuous basis at regular intervals. In case the performance of the contractor is found unsatisfactory on any of the following four parameters, the contractor shall be considered ineligible for participating in future tenders for a period as may be decided by CESL.

Financial Status

Project Execution & Project Management Capability

Engineering & QA Capability

Claims & Disputes.

### 46. Fraud Prevention Policy

The contractor along with their associate/collaborator/sub-contractors/sub-vendors/ consultants/service

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SERVICES LIMITED, C=IN  
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MT/BID Document No: CESL/06/2024-25/PSM/24251211

Dated:

SECTION - 3  
(GCC)

Page 53 of  
54

02.12.2024

providers shall strictly adhere to the Fraud Prevention Policy of EESL displayed on its tender website [www.eeslindia.org](http://www.eeslindia.org)

The Contractor along with their associate/collaborator/sub-contractors/sub-vendors/ consultants/service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organisation to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise CESL about any fraud or suspected fraud as soon as it comes to their notice.

#### 47. Fall Clause

*This clause shall be applicable only if explicitly invoked in Section-4 (SCC). Nevertheless, Fall Clause shall be expressly applicable in case of Rate Contract:*

- 1) The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/ organizations including the CESL or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.
- 2) The above stipulation shall, however, not apply to:
  - (a) Exports by the contractor
  - (b) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement
  - (c) Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates
- 3) the contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract.

\* We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organisation including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill/ the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-”

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Serial No : 42b5AC49A8F489F7A2F642029CA001A3

MT/BID Document No: CESL/06/2024-25/PSM/24251211  
02.12.2024

Dated:	SECTION - 3 (GCC)	Page 54 of 54
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## SECTION-4

**Name of Work:** Tender for “Selection of system integrator for design, development, operations, and maintenance of Web based National Payment Security Mechanism (PSM) Portal”.

**NIT/Bid Document No.:** CESL/06/2024-25/PSM/24251211

**Dated:** 02.12.2024

### List of Documents/Procedure for Submission of Bid/RfP: Packet-1 of Envelope-I should contain

1. Physical copy to be submitted before Closing Date & Time and Scanned copy to be uploaded on the E- Procurement portal/website, and details to be entered therein, during bid submission:

**Bidding Document Cost/Tender Fee** in the form of Banker's Cheque/Demand Draft/Pay Order/NEFT/RTGS/ drawn in favour of “Convergence Energy Services Limited”, payable at New Delhi.

UTR No. to be provided in case of NEFT/RTGS

OR

Document/certificate in support of exemption from payment of Bidding Document Cost. In case, exemption is sought. (*Note: Medium enterprises are not eligible for exemption.*).

#### Note:

1. NEFT Details of CESL are:

Account Name	Convergence Energy Services Limited
Bank Name	ICICI Bank Limited
Account Number	000705051799
IFSC Code	ICIC0000007
MICR Code	110229002
Customer ID	578807920

2. Tender Documents fee is non-refundable. The bid securities of unsuccessful bidder(s) will be returned as promptly as possible after the award is made. The bid security of the successful Bidder will be returned when it has signed the contract agreement and has furnished the required performance security or Contract Performance Guarantee (CPG).
3. The Bid submission, Bid closing and Bid opening will be done electronically and online. CESL will not be responsible for any delay, loss or non-receipt of Bid Document Fee and Bid Security/EMD sent by post/courier. The instrument should reach in original to CESL office before the technical e-Bid Opening Date & Time. Bids not accompanied with the requisite Bid Security/EMD may not be opened. All the Bids must be accompanied by Bid Document Fee & Bid Security/EMD, as mentioned above. Bids not accompanying the Bid Document Fee & Bid Security/EMD, or those accompanied by these instruments of inadequate value, shall not be entertained and in such cases, the Bids shall be rejected.
4. The details of EMD instrument have to be submitted in relevant field/column of online module. Tenders without Earnest Money Deposit is liable to be rejected. It should be ensured by the vendor that the original BG is received by CESL before opening time of techno-commercial bids for verification of the details of BG given online by the vendors.
5. The tender submission, tender closing and opening will be done electronically and online.

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Subject: CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181c4f0  
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1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5



6. CESL shall not be responsible for any delay, loss or non-receipt of Tender Document Cost sent by post/courier. The instrument should reach in original to CESL office before the Bid Opening date. Bids not accompanied with the requisite tender document cost may not be opened.
2. Letter of the bidder submitting the bid in the form as stipulated in the bid document i.e., as per **Bid Form as per Attachment-1** of Section-6, Forms & Procedures. (Scanned Copy to be uploaded at E-tendering portal).
3. Physical copy to be submitted before Closing Date & Time and Scanned copy to be uploaded on the E- Procurement portal/website, and details to be entered therein, during bid submission:  
**Bid Security Form Bank Guarantee as Attachment-2** by Banker's Cheque / Demand Draft/Insurance Surety Bonds drawn in favor of "Convergence Energy Services Limited"  
Or  
in the form of Bank Guarantee as per prescribed format in section 6.  
Or  
Document/certificate in support of exemption from payment of Bid Security Fee/Earnest Money Deposit. In case, exemption is sought. *(Note: Medium enterprises are not eligible for exemption.)*
4. Notarized **Power of attorney to sign** the bid on Stamp Paper as **Attachment-3** of Section-6, Forms & Procedure. Bidders to use their own format. (Scanned Copy to be uploaded at E-tendering portal).
5. **Certificate regarding acceptance of important terms and conditions** as per ITB clause 4.6 as **Attachment-4** of Section-6, Forms & Procedure. (Scanned Copy to be uploaded at e-tendering portal).
6. **Form of acceptance of EESL's fraud prevention policy and declaration** as per **Attachment- 7** of Section- 6, Forms & Procedure. (Scanned Copy to be uploaded at E-tendering portal).
7. **NEFT/RTGS Bank details** as per **Attachment-9** of Section-6, Forms and Procedure. (Scanned Copy to be uploaded at E-tendering portal).
8. Certificate Regarding Declaration of Local Content from participating bidder and from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) as per **Attachment- 10 of Section- 6.**
9. **Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"** as per **Attachment-12** of Section-6, Forms & Procedure (Scanned Copy to be uploaded while submitting application online on E-tendering portal).
10. **Self-Declaration** duly signed and stamped at company's Letter Head **for not being under debar list/undergoing debarment period on account of breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial rules** for giving false declarations of local content.  
Bidder shall clearly mention tender reference number and date of signing the self-declaration (Scanned Copy to be uploaded at E-tendering portal).
11. **Undertaking** on all counts to be provided by the Bidder, including requesting to **disclose anything related that is under litigation or subjudice.** (Scanned Copy to be uploaded at E-tendering portal).
12. **Self-Declaration of Company's letter head regarding not being**



Signature: \_\_\_\_\_  
 Digitally signed by \_\_\_\_\_, DN: cn=\_\_\_\_\_  
 cn=\_\_\_\_\_, o=\_\_\_\_\_, ou=\_\_\_\_\_, email=\_\_\_\_\_  
 User ID : deepak.mittal  
 Serial No : 42B5AC49A8F409F7A17642029CA001A5



debarred/blacklisted/banned/ holiday listed by any **Gol agency/Central/State/UT Government** or any Public sector entities, at the time of bid submission. (Scanned Copy to be uploaded at E-tendering portal).

**Note:**

*Post opening of bid, if during the bid evaluation process till issuance of LOA, it comes to the notice of CESL that a bidder has been debarred/blacklisted/holiday listed by any Gol agency/Central/State/UT Government or any Public sector entities than the bid of the concerned bidder will no longer be considered for evaluation and shall be declared as non-responsive.*

13. Self-Attested & duly filled **Check List to Envelope –I** as per **Attachment-E1** of Section - 6, Forms & Procedure. (Scanned Copy to be uploaded at E-tendering portal).

**Packet-2 of Envelope-I, i.e., Techno-Commercial Proposal of the bid should contain the following:**

(Scanned Copy to be uploaded at E-tendering portal).

- i. **Deviation Statement** (as per **Attachment-5** of Section-6, Forms & procedures).

**NOTE:** CESL reserves the right to consider or disregard deviations and reject bids in case of non-compliance. Bids containing deviations from or reservations to the Terms & Conditions and specifications mentioned in the Tender will be treated as non-responsive & will not be considered further.

- ii. **Proforma of Letter of Undertaking** as per Attachment-8 of Section-6. (Scanned Copy to be uploaded at E- tendering portal).

- iii. Certificate regarding **Declaration of Local Content** as per **Attachment-13** of Section-6, Forms & Procedure. (Scanned Copy to be uploaded at E-tendering portal).

- iv. Certificate Regarding **Compliance of Meity Notification** Vide File No. 1(10)/2017-Cles Dt. 02.07.18 as per **Attachment-14** of Section-6, Forms & procedures Duly filled Signed by authorized signatory. (Scanned Copy to be uploaded at E-tendering portal).

- v. Duly Filled **Compliance Matrix/ CHECK – LIST FOR BIDDERS** as per **Attachment-11** of Section - 6, Forms & Procedure. (Scanned Copy to be uploaded at E-tendering portal).

- vi. Self-Attested copies of GST Certificate, PAN and Aadhar card.

- vii. Covering Letter of the bidder, enclosing Techno-commercial bid as indicated in bid documents, i.e., documentary evidences regarding bidder's eligibility and qualifications to perform the Contract, as required per the Eligibility Conditions/Criteria, Qualifying Requirements and Bid Evaluation Criteria. All the documents should be self-attested by the authorized representative of the bidder.

- viii. One complete set of the tender document along with all its subsequent amendments (if any, effected)}, duly signed and stamped on each page by the bidder.

- ix. Self-Attested & duly filled **Check List to Envelope –II** as per **Attachment-E2** of Section - 6, Forms & Procedure. (Scanned Copy to be uploaded at E-tendering portal).

Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5



## Opening & Further Processing of the Bids

Initially, Packet-1 of Envelope-I containing the documents (as stated above) will be opened electronically. Packet-2 of Envelope-I will be opened electronically on the same day of only those bidders, who have submitted Tender Fee, EMD and requisite documents in Packet-1 of Envelope-I.

Documents found in Envelope-I shall be scrutinized by CESL w.r.t. the Qualifying Requirements and Bid Evaluation Criteria.

EMD of the unsuccessful bidders shall be returned after receiving approval of the Competent Authority for award of Contract(s). EMD of the successful bidders shall be returned only on receipt of the CPG by CESL as per the provision of the LOA/Contract (as the case may be).

For & on Behalf of CESL Contracts Department

### **MOST IMPORTANT:**

- (1) *Any further information/notice/amendment, etc. in respect of this Tender **shall be uploaded/made available only on CESL's E-Procurement portal/website, (<https://cesl.eproc.in>)**, and no separate information/notice shall be released either to any firm individually or through Press advertisement for the corrigendum/addendum/amendment, etc. The interested firms are, therefore, advised to regularly keep visiting and checking the e-Procurement portal/website for any further/forthcoming/last-minute information/notice/development/amendment/clarification regarding the subject Tender.*
- (2) *The Bidders are advised to submit their bids well on time preferably one hour prior to bid closing time to cater to possible system slow down/requirement of assistance by bidders etc.. CESL shall not be responsible for late/non-submission of bids due to above scenario during the closing minutes of the tender, through every effort will be made to keep the portal fully functional at all times during the bidding process.*
- (3) *The Terms & Conditions Stipulated herein (i.e., in Section-4) supersedes any contradictory/similar/overlapping Terms & Conditions in any other Section/Part of the Tender.*
- (4) *In the event of a technical support being sought from the support team during the bidding process, the bidder may exercise abundant caution while sharing details of their bid so that the bid confidentiality is not compromised. CESL shall not be liable for any lapse in the part of the bidders leading to a possible breach in confidentiality of their bid(s).*



Signature :  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
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## Table of Contents

Glossary.....	6
1. Introduction.....	6
1.1 About CESL.....	7
1.2 Project Background.....	7
1.3 Outsourcing.....	7
2. Eligibility Criteria.....	7
3. Scope of Work.....	11
3.1 Design Considerations.....	12
3.2 Detailed Scope.....	19
4. Contract Period.....	32
5. Key Personnel.....	32
5.1 Positions Identified for Operation and Maintenance Team.....	32
5.2 Evaluations.....	33
5.3 Replacement.....	33
6. Minimum Qualifications of the Manpower.....	34
7. Deliverables and Timelines.....	36
7.1 Development Phase.....	36
7.2 Operation and Maintenance Phase.....	39
7.3 Change Request.....	39
8. Service Level Agreement.....	41
8.1 SLA monitoring.....	41
8.2 Measurement of SLA.....	41
8.3 SLAs for Development and Deployment Phase.....	42
8.4 SLAs for Operation and Maintenance Phase.....	42
8.5 Severity Level.....	43
9. Financial Proposal.....	45
10. CPG.....	46
11. Annexure-1.....	47



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## **Glossary:**

Particular	Details
BRs	Business Rules
CESL	Convergence Energy Services Limited
CA	Certification Authority
DDM	Direct Debit Mandate
MHI	Ministry of Heavy Industries
PSM	Payment Security Mechanism
PTAs	Public Transport Authorities
SOPs	Standard Operating Procedures

**Interpretation:** The terms RFP, Tender, Bid have been used interchangeably and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications, supplemental RFP that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document.

## **1 Introduction**

### **1.1 About CESL**

Convergence Energy Services Limited (CESL) is a wholly owned subsidiary of Energy Efficiency Services Limited (EESL), which in turn is a joint venture of public sector undertakings under the Ministry of Power, Government of India. EESL has been instrumental in driving energy efficiency and renewable energy initiatives in India, and CESL was established to take this mandate further by focusing on electric mobility, battery storage, and renewable energy solutions.

CESL's activities encompass a broad range of services aimed at accelerating the adoption of clean energy technologies and practices. The company's objectives include reducing carbon emissions, promoting energy efficiency, and ensuring energy security for India by fostering the growth of renewable energy sources and electric vehicles (EVs).

One of the key objectives of setting up CESL is to facilitate the transition to electric mobility in India. This is in line with the Government of India's vision to increase the number of electric vehicles on the road, thereby reducing the country's dependence on fossil fuels and cutting down on greenhouse gas emissions.

CESL undertakes various activities to meet its objectives:



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1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

- (1) **Electric Mobility:** CESL works on large-scale deployment of electric vehicles, including two-wheelers, three-wheelers, cars, and buses. It also focuses on setting up charging infrastructure to support these vehicles.
- (2) **Energy Storage:** CESL is involved in projects that promote energy storage solutions, such as battery storage systems, which are crucial for stabilizing the grid and ensuring a reliable supply of renewable energy.

## 1.2 Project Background

A national level Payment Security Mechanism Scheme (the “PSM Scheme”) is being developed by the Ministry of Heavy Industries, Govt. of India to enhance the bankability of Electric Bus Contracts. The Scheme aims to reduce the payment risk of e-bus operations under the Gross Cost Contract of e-bus operations. As a part of this Scheme, e-bus operators have access to a centrally maintained fund to ensure receipt of timely payment in case of delays by Public Transport Authorities (PTAs). The OEMs/bus operators who sign a Concession Agreement with PTAs under PM – e bus sewa scheme, NEBP or any other GoI scheme for procurement of e-buses shall be eligible for availing benefits under PSM Scheme.

As per the Scheme provisions, Convergence Energy Services Limited (CESL) would act as the fund manager for PSM and review, verify and approve payments to the operator. CESL would then recover these payments from the PTA as defined in the PSM guidelines.

## 1.3 Outsourcing

- a. The Bidder must ensure that all key project activities, including but not limited to development, design, implementation, support, and maintenance, are performed by its own employees on its payroll. Outsourcing of any portion of the work to third-party vendors, contractors, or consultants is strictly prohibited unless explicitly approved in writing by the Client.
- b. The Bidder must certify that all personnel involved in the execution of the project are direct employees of the Bidder and not outsourced to any other company. This includes but is not limited to roles such as project managers, developers, designers, IT security professionals, and support staff. The Bidder is fully responsible for ensuring compliance with this requirement and any breach may result in immediate termination of the contract and potential legal or financial repercussions.

## 2. Eligibility Criteria

Sr. No.	Pre-qualification/Eligibility Criteria	Supporting Documents
1	<p>The bidder should be a Single Entity means a company incorporated in India (as defined in the Companies Act, 1956 and any amendment thereof)</p> <p style="text-align: center;">OR</p> <p>A registered partnership firm (registered under section 59 of the Partnership Act, 1932 and any amendment thereof)</p>	<p>Copy of certificate of incorporation/Memorandum of Association/Article of Association</p> <p style="text-align: center;">OR</p>





	<p style="text-align: center;">OR</p> <p>A limited liability partnership (under the Limited Liability Partnership Act, 2008 and any amendment thereof)</p> <p style="text-align: center;">OR</p> <p>Proprietorship firm</p>	<p>A registered Partnership Deed</p> <p style="text-align: center;">OR</p> <p>LLP registration certificate issued by registrar of Companies.</p> <p style="text-align: center;">OR</p> <p>In Case of Proprietor, GST Registration and PAN Card copies are to be submitted.</p>
2	The bidder must have a valid Goods and Services Tax (GST) registration.	Copy of GST Registration Certificate
3	<p>Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the bidder should be either of the following:</p> <ul style="list-style-type: none"> <li>Not from a country which shares a land border with India.</li> </ul>	Bidder to submit a Declaration as per the format (Attachment-12) enclosed in this RFP Document.
	<p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>Bidder from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above.</li> </ul> <p>The definition of "Bidder" from a country which shares a land border with India shall be as in paragraph 8 of the above-mentioned order. Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order.</p>	
4	<p>The bidder should not be blacklisted by the Central/State/UT Government or any Public sector entities for the tender item/work duly signed and stamped at company's Letter Head.</p> <p>In case any Bidder is blacklisted/debarred by any regulatory/statutory body/ Central/State/UT Government or any Public sector entities, then such Bidder is required to submit following details:</p> <ol style="list-style-type: none"> <li>Date and validity of blacklisting/debarment.</li> <li>Name of regulatory/ statutory body/ Central/State/UT Government or Public sector entities who has issued such blacklisting/ debarment.</li> <li>Reason for blacklisting/debarment.</li> <li>Letter/Notification of blacklisting/ debarment.</li> </ol> <p>Based on aforesaid details provided by the Bidders, CESL shall analyze and decide the case in line with applicable guidelines/notification of Government of India / CESL.</p>	Bidder to submit declaration on company's letter head
5	<p>The bidder should have an Average Annual Turnover (ATO) during the last 3 Financial Years i.e Fy 21-22, Fy 22-23 &amp; Fy 23-24 of at least:</p> <p><b>Rs. 3.48cr.</b></p> <p><b>Note:</b></p>	Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by the bidder.



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA00A15

		<p>ATO means revenue from operations.</p> <p><i>The annual turnover of any bidder will include realization out of sales of Goods and Services but exclude any tax levied (direct or indirect) by any enactment of the Government of India.</i></p>
6	<p>The net worth of the bidder should not be negative on the relevant date and should not have been eroded by more than 30% in the last three years, ending on the 31<sup>st</sup> March 2024.</p> <p>Relevant date is 31<sup>st</sup> March 2024</p>	<p>Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by bidder.</p>
7	<p>Bidder should have successfully executed / completed 'Similar work' in the last 3 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) in DISCOMS (both private &amp;/or Government Distribution Company) /Government Department/Public Sector Undertaking (PSU)/Urban Local Body (ULB) /any other Govt. Organization /Private Company.</p> <ul style="list-style-type: none"> <li>Single Work Order valued not less than: <b>INR 9.3 Crores.</b></li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>Two Work Orders each valued not less than: <b>INR 5.8 Cr.</b></li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>Three Work Orders each valued not less than: <b>INR 4.6 Cr.</b></li> </ul> <p>"Similar Work" means experience of :  "Large-scale web portal development projects, including details of the portal's performance metrics, uptime, and ability to handle 500 or more concurrent users with minimum 2 years of completed maintenance service."</p> <p>The work "executed" mentioned above means the bidder should have achieved the criteria specified above even if</p>	<p>Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreements/ purchase orders/ LOAs/LOIs along with copies of any document in respect of satisfactory execution/ completion of each of those purchase orders/ work orders/contract agreements/LOAs/LOIs such as</p> <p>(i)Successful* completion certificate/s</p> <p>(OR)</p> <p>(ii)any other documentary evidences that can substantiate the successful execution of each of the purchase orders/ work orders/ contract agreements/LOAs/LOIs submitted.</p> <p>AND</p> <p>One-page executive summary of the Web Portal functionality including details of the portal's performance metrics, uptime, and ability to handle 500 or more concurrent users.</p> <p>OR</p> <p>System Report including details of the portal's performance metrics, uptime,</p>

Signature : 1  
Date : 25/03/2024  
IP: 192.168.1.100, 192.168.1.101, 192.168.1.102, 192.168.1.103, 192.168.1.104, 192.168.1.105, 192.168.1.106, 192.168.1.107, 192.168.1.108, 192.168.1.109, 192.168.1.110, 192.168.1.111, 192.168.1.112, 192.168.1.113, 192.168.1.114, 192.168.1.115, 192.168.1.116, 192.168.1.117, 192.168.1.118, 192.168.1.119, 192.168.1.120, 192.168.1.121, 192.168.1.122, 192.168.1.123, 192.168.1.124, 192.168.1.125, 192.168.1.126, 192.168.1.127, 192.168.1.128, 192.168.1.129, 192.168.1.130, 192.168.1.131, 192.168.1.132, 192.168.1.133, 192.168.1.134, 192.168.1.135, 192.168.1.136, 192.168.1.137, 192.168.1.138, 192.168.1.139, 192.168.1.140, 192.168.1.141, 192.168.1.142, 192.168.1.143, 192.168.1.144, 192.168.1.145, 192.168.1.146, 192.168.1.147, 192.168.1.148, 192.168.1.149, 192.168.1.150, 192.168.1.151, 192.168.1.152, 192.168.1.153, 192.168.1.154, 192.168.1.155, 192.168.1.156, 192.168.1.157, 192.168.1.158, 192.168.1.159, 192.168.1.160, 192.168.1.161, 192.168.1.162, 192.168.1.163, 192.168.1.164, 192.168.1.165, 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	<p>the total contract is started earlier and/or is not completed/ closed. However, the work executed /completed must include "Similar work" as above.</p> <p>In case of orders under execution, the value of work executed as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) as certified by the Client shall be considered. However, the work executed must include "Similar work" as above.</p>	<p>and ability to handle 500 or more concurrent users.</p> <p>Work orders along with its evidence for successful completion / execution from DISCOMS (private &amp;/or Government Distribution Company) /Government Department/Public Sector Undertaking (PSU)/ Urban Local Body (ULB)/any other Govt. Organization /Private Company shall only be considered for evaluation.</p> <p>*Successful means certificate issued by the client without any adverse remarks.</p>
8	<p>The bidder should have:</p> <ul style="list-style-type: none"> <li>• <i>CMMI Level 5 – for IT maturity, and</i></li> <li>• <i>ISO 9001:2015 or above for Quality Process, and</i></li> <li>• <i>ISO 27001:2005 or above for Information Security Management System</i></li> </ul>	<p>Copy of valid certificates on the date of BID submission</p>

#### Notes to the QR:

Sl. No.	
1.	<p><b>Financial QR:</b></p> <p>The Bidder shall also furnish documentary evidence/ declaration regarding Financial restructuring of the company, if any. If the opening of the bids or the ascertainment of qualification is carried out after 30<sup>th</sup> September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected.</p> <p><i>In case of proprietorship/ partnership (as applicable as per sl.no-1 of Eligibility Criteria), ITR along with management signed accounts to be submitted, if audit is not required.</i></p> <p><i>In case of Proprietor / Partnership firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder.</i></p>
2.	<p>For Start-up firms as per Gazette Notifications dated 17-Feb-2016, G.S.R. 180 (E) and MSEs, relaxation will be given in this tender as per Clause No. 2.4 of Section-2 of this tender.</p>

Subject: CN="DEEPAK MITTAL", SERIALNUMBER=80875733413307cdcc4d5181c4f0  
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 SERVICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 42B5AC49A8F409F7A17642029CA001A5

Sl. No.	
3.	<p><b><u>In case of holding company:</u></b> - The holding subsidiary relationship should be in existence for at least one year as on the date of submission of the bids.</p> <ul style="list-style-type: none"> <li>The financial standing credentials of a domestic holding company can be clubbed with only one of its fully owned subsidiary bidding companies, with appropriate legal documents proving such ownership. In such an event, the bidder would be required to furnish along with its bid, a letter of Undertaking from the holding company, supported by the Board Resolution, as per the format enclosed in the bid documents (Attachemnt-9 of Section-6, Forms &amp; Procedures), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidders in case of award.</li> </ul>

### 3. Scope of Work

For aiding the operationalization of PSM scheme, CESL has developed Standard Operating Procedures (SOPs) to be followed by various stakeholders involved i.e CESL/ MHI, PTAs/ State Governments and e bus operators. The indicative SOPs are shared with this RfP.

CESL plans to develop a national-level tech platform to digitize and automate SOPs, ensuring efficiency, consistency, and transparency in approvals and PSM payments under this scheme. This will take the form of a web-based national portal, aimed at achieving the following objectives, but not limited to these:

- Provide updated information on the status of e-buses under the PSM Scheme in terms of procured, delivered, and put in operation. Information can be displayed PTA-wise, Operator-wise, OEM wise, year-wise, and so on.
- Designing the portal to integrate various agreements. The automated PSM call process/workflow should align with the specific agreements of each state.
- Provide updated information on status of invoices raised, payment status for different PTAs and Operators in terms of dues and overdue outstanding.
- Initiation of PSM Call if the payment is not made within the due date
- Automatically Communicate PSM Calls to CESL with copy to PTA and State Government.
- Automatically Communicate PTA response to any PSM Calls.
- Automatically Communicate Operator response to any PSM Calls.
- Display status of processing of PSM calls through CESL updates.
- Report disbursement of PSM fund to Escrow Bank account
- Closing of PSM calls by inputting the necessary fund transfer details.
- Communicate MHI's response to DDM Calls
- The status of PSM calls in terms of open, closed and in process PTA wise, Operator wise and accordingly historical reports about status and amount of PSM fund disbursement status.
- Service provider should always refer to BRs and SOPs for any changes/development.
- Internal Approval Process
- Automatic Calculation of the Late Payment Surcharge (LPS) based on the inputs provided in PSM and by CESL.



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
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SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

An IT service provider will need to be appointed for the development of the IT platform. The scope of work for the service provider is outlined below, but is not limited to the following:

The Scope of Work for the IT service provider/ Service Provider for Portal development shall include design development, customization, implementation, operation, and maintenance of the **Web based National PSM Portal**. The Service provider shall provide appropriate solution design as per details mentioned in RfP, SOPs, BRs and sizing of the cloud infrastructure (cloud infrastructure will be provided by CESL), access control mechanism to enable only authorized access through Aadhaar card Verification/OTP and implement appropriate web portal security mechanism. The scope should have the capabilities for future integration with CESL Bank for passing instructions for disbursement of approved PSM amount to Escrow account of respective e bus contract. PSM call may be closed upon acknowledgement from the CESL's Bank. The system should also have capabilities for the future integration with MoUHA's Central Assistance Portal, ITSM or any other Govt. portal if the need so arises.

The scope must also include training stakeholders on the usage of the Portal. The Service Provider should deploy its staff for the project implementation, operation & maintenance as well as handling and resolving Portal usage related grievances.

The staff of the successful service provider will bring their own devices (Laptop/Desktop) along with the required licensed software. CESL will not provide Software and Laptop/Desktop to the selected service provider.

The service provider will be required to sign a Non –Disclosure Agreement with CESL.

### 3.1 Design Considerations

The Design considerations for the Portal's development are listed below. It is recommended that the Service Provider use these guiding principles for the development of the technical architecture and framework of the Portal.

- **Web based software:** The System should allow users/stakeholders to connect to and use cloud based national PSM Portal over the internet through any web browser. The web-based software should provide advantages of automatic updates, lower maintenance, ease of scaling and integration.
- All applications in the Enterprise Application Architecture shall be Service Oriented Architecture (SOA) compliant. The integration between applications shall be via the Enterprise Service Bus (ESB) or through the API Gateway. The ESB supports various features including Mediation, Adaptors, Transport Protocols, Security Management, and System Admin Features. The protocols supported include SOAP, REST and HTTP(S). APIs designed must be compliant with Open-API Specifications. Please refer to <https://www.openapis.org/> for Open-API specifications.
- Some of the important points that application architects must consider while designing the Application Architecture are mentioned below. These are guidelines and best practices:

#### I. Open-Source Software:

Government of India has notified the guidance for adoption of Open-Source Software by Government Organizations. In accordance with the same, the organizations shall endeavour to adopt Open-Source Software in all e-Governance systems as a preferred option in



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Date: \_\_\_\_\_  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5



comparison to Closed Source Software (CSS). The Open-Source Software shall have the following characteristics:

- The source code shall be available for the community / adopter / end-user to study and modify the software and to redistribute copies of either the original or modified software.
- Source code shall be free from any royalty.
- All applications must comply by the “Policy on Adoption of Open Source Software for Government of India”. For Further details, please refer to: [http://meity.gov.in/sites/upload\\_files/dit/files/policy\\_on\\_adoption\\_of\\_oss.pdf](http://meity.gov.in/sites/upload_files/dit/files/policy_on_adoption_of_oss.pdf)

## II. Open Application Programming Interfaces (APIs)

- The Application Architecture may use Open APIs to enable quick and transparent integration with other e-Governance applications and systems implemented by various Government organizations, thereby providing access to data & services and promoting citizen/ developer participation for the benefit of the community.
- All applications must comply with the “Policy on Open Application Programming Interfaces (APIs) for Government of India”. For Further details, please refer to: [http://meity.gov.in/sites/upload\\_files/dit/files/Open\\_APIs\\_19May2015.pdf](http://meity.gov.in/sites/upload_files/dit/files/Open_APIs_19May2015.pdf)
- For Open API specifications, please refer to <https://www.openapis.org/>
- Specific OEM products may only be used when necessary to achieve scale, performance and reliability. Every such OEM component/service/product/framework/Managed Service Provider pre-existing product or work must be wrapped in a vendor neutral API so that at any time the OEM product can be replaced without affecting rest of the system. In addition, there must be at least 2 independent OEM products available using same standard/API before it can be used to ensure system is not locked into single vendor implementation.

## III. Service Discoverability

While productizing the existing application or designing a new application for hosting, it is important that accidental creation of redundant services or implementation of redundant logic is avoided. Service discoverability makes this happen by ensuring that metadata attached to a service and describes overall purpose of the service and its functionality, which makes the services easily discoverable. A repository of re-usable business logic components is to be maintained and made available.

## IV. Platform & Database Agnostic

Applications shall be forward and backward compatible. They shall be deployable on any technology platform and shall be able to communicate with any data store.

## V. Application design for occasionally connected systems

For the small percentage of functionality that requires “occasionally connected/offline” operations, applications may be designed to use a local persistent store/cache just for the purposes of offline capability and later synchronize with the host application as and when connectivity is restored. As connectivity becomes ubiquitous, less of such offline capabilities are needed.

## VI. Microservices

- Micro Service Architecture (MSA) allows creation of Services which are loosely coupled,

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have different programming language base, scalable, quicker delivery time, etc. However, addition of every new Micro Service in the system will consume system resources, require integration with other Microservices and potentially increase system latency. Larger number of Microservices will also increase time required to Test and maintain the services. Therefore, MSA should be adopted after conducting due diligence on its likely impact on the overall performance of the system.

- Government services are to be exposed via suitable interfaces that are technology implementation and vendor agnostic. One of the approaches is to follow the Open API specifications (<https://openapis.org>) and must comply with the “Policy on Open Application Programming Interfaces (APIs) for Government of India”. For Further details, please refer to: [http://meity.gov.in/sites/upload\\_files/dit/files/Open\\_APIs\\_19May2015.pdf](http://meity.gov.in/sites/upload_files/dit/files/Open_APIs_19May2015.pdf)

## VII. Secure Coding Practices

All applications in the Enterprise Application Architecture must adhere to Standard Secure Coding Practices. For example, while designing and implementing access management, session management, password protection, data protection, Error handling and log management, etc. Indicative standards for Secure Coding are available in ISO/IEC TS 17961:2013 (Information technology -- Programming languages, their environments and system software interfaces -- C secure coding rules).

## VIII. Non-Functional Requirements of Applications

All the Applications in the Enterprise Architecture must meet the following non-functional requirements (indicative list):

S.No.	Requirement	Description
1.	Scalability	<p>The application should be able to scale elastically to handle the increase or decrease in workload.</p> <ul style="list-style-type: none"> <li>• The Application must support load balancing and routing.</li> <li>• The Application must support horizontal and vertical scaling of Servers, compute, storage, network, etc.</li> <li>• Graceful failure: The application must not have any Single point of failure. There must be a graceful degradation of services in case of any failure.</li> </ul>
2.	Performance	<ul style="list-style-type: none"> <li>• The Application must comply by Service Response Time as required by the Application and stipulated in the SLAs.</li> <li>• Optimize response times for critical functions, aiming for sub-second response times for user interactions. Implement caching mechanisms to reduce latency and improve throughput, especially for frequently accessed data.</li> </ul>
3.	Security	<ul style="list-style-type: none"> <li>• All applications in the Enterprise Application Architecture must adhere to Standard Secure Coding Practices as stipulated by GIGW Standards and other Standards Body.</li> <li>• The application should incorporate and in compliance with the Meity security standards. Enforce strong authentication mechanisms, including multi-factor authentication, to prevent</li> </ul>

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		unauthorized access. Regularly conduct security audits and penetration testing to identify and address vulnerabilities.
4.	Usability	The applications must comply with ISO 9241-210:2010 Standards (Ergonomics of human-system interaction), GIGW Standards and other standards as stipulated by the state government.
5.	Quality	The applications must comply by ISO/IEC 25010:2011 Systems and software engineering — Systems and software Quality Requirements and Evaluation (SQuaRE) — System and software quality models, GIGW standards and other stipulated standards. Use of the latest & best available standards to avoid locking in obsolescent technologies. The service provider should compliance with IndEA Framework guidelines.
6.	Availability	Applications must support the Available SLAs as mentioned for each application. The system must meet the stipulated RTOs and RPOs.
7.	Recovery	The applications must comply by the Recovery Point Objective and Recovery Time Objective as stipulated in the DC & DR requirements.
8.	Error Handling & Resolution	The applications must efficiently do error handling. It must also provide detailed logs to enable efficient de-bugging and issue resolution. A repository of 'Known Issues' must be made available to the System Administrator
9.	Documentation	All Software documentation including but not limited to Requirement Gathering, BRS, FRS, Gap Analysis, Design, Testing Use Cases, User Guides, etc. must be maintained with proper Version Control and Access Rights. Software Traceability Matrix must be maintained.
10.	Support for Differently Abled Users	applications must support accessibility by differently abled Users and adhere to GIGW Standards.
11.	Change Control	All Change Request documents must be approved before implementation and Unit Testing and System Integration Testing must be done post-implementation.
12.	Dynamic	The application should be dynamic in terms of adaptability to effect the changes in Business logics based on revisions in approved Business rules and SOPs during the course of the contract.
13.	Multilingual	Application should be in Hindi and English

In line with the design principles, the service provider should consider the following requirements and propose suitable technical architecture:

Sr. No.	Particulars	Technical requirements	
1	Presentation Layer	1. User Interface (UI)	1. Develop a modern and intuitive UI that prioritizes usability and accessibility.
			2. Ensure consistency in design elements and navigation across all pages and modules.



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			3. Implement responsive design principles to provide a seamless user experience across different devices and screen sizes.
			4. Multilingual support (English and Hindi)
		2. Customization and Personalization	1. Allow users to customize their dashboards and reports according to their preferences and roles.
			2. Provide options for users to personalize their UI layout and data visualization settings.
			3. Support user-specific settings and configurations to enhance productivity and user satisfaction.
		3. Accessibility and Compliance	1. Ensure compliance with accessibility standards such as WCAG (Web Content Accessibility Guidelines) to accommodate users with disabilities.
			2. Ensure compliance with the Guidelines for Indian Government Websites (GIGW) in full along with mobile compatibility.
			3. Implement keyboard navigation, screen reader compatibility, and other accessibility features to enhance usability for all users.
2	Database Management	1. Database Management	1. Choose a suitable open source database technology based on performance, scalability, and data model requirements (e.g., relational, NoSQL, NewSQL). 2. Optimize database schematic design for efficient data storage, retrieval, and query performance. 3. Implement indexing, partitioning, and clustering strategies to optimize query

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			execution and minimize latency.
		2. Data Security and Compliance	<p>1. Encrypt sensitive data at rest using strong encryption algorithms and key management practices. 2. Implement access controls and role-based permissions to restrict unauthorized access to sensitive data. 3. Ensure compliance with data protection regulations and industry governing data security and privacy. 4. Ensure security tools like Identity Access Management (IAM), DDoS protection, TLS/SSL management to make platform highly secured and controlled. 5. Ensure robust cybersecurity measures in line with standards set by the Indian Computer Emergency Response Team (CERT-In) and National Cyber Security Policy. 6. Ensure compliance with Guidelines for Indian Government Websites (GIGW) for STQC audits.</p>
		3. Data Backup and Recovery	<p>1. Establish regular backup schedules and disaster recovery procedures to prevent data loss and ensure business continuity. 2. Implement automated backup mechanisms to</p>



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			protect against data breaches and disasters.
3	Security Layer	1. Authentication and Authorization	<p>1. Implement secure authentication mechanisms such as OAuth 2.0 or OpenID Connect for user authentication and authorization.</p> <p>2. Enforce strong password policies, multi-factor authentication, and session management controls to prevent unauthorized access.</p> <p>3. Use Auth scopes and role-based access control to restrict access to resources based on user roles and permissions.</p>
		2. Data Encryption and Privacy	<p>1. Encrypt sensitive data both in transit and at rest using industry-standard encryption algorithms and protocols (e.g., AES, TLS).</p> <p>2. Implement data masking and anonymization techniques to protect personally identifiable information (PII) and sensitive data.</p> <p>3. Comply with data privacy regulations and industry standards to ensure the confidentiality and integrity of user data.</p>



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		<p>3. Vulnerability Assessment and Remediation</p>	<p>1. Perform routine security assessments, vulnerability scans, and penetration tests to detect and address security vulnerabilities. An STQC assessment should be completed prior to Go-Live, while VAPT should be conducted before any new version launch.</p> <p>2. Apply security patches and updates promptly to mitigate known vulnerabilities and protect against emerging threats.</p> <p>3. Maintain an up-to-date inventory of software components and dependencies to track vulnerabilities and security risks effectively.</p>
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### 3.2 Detailed Scope

The Service Provider's Scope mainly includes design, development, customization, implementation, operation, and maintenance of a **Web based National PSM Portal**. The scope is divided into the following parts:

**Part 1:** System Requirement Study (SRS).

**Part 2:** Portal design and assessment of cloud infrastructure requirements.

**Part 3:** Implementation

**Part 4:** Operations and Maintenance of the Portal

**Part 5:** Training Stakeholders on usage of Portal and Preparation of User Guides

**Part 6:** Migration of application due to change in cloud platform

**Part 7:** CESL Website

#### **Part 1: System Requirement Study (SRS) based on Business Rules (BRs) & Standard Operating Procedures (SOPs) and Stakeholder Consultations**

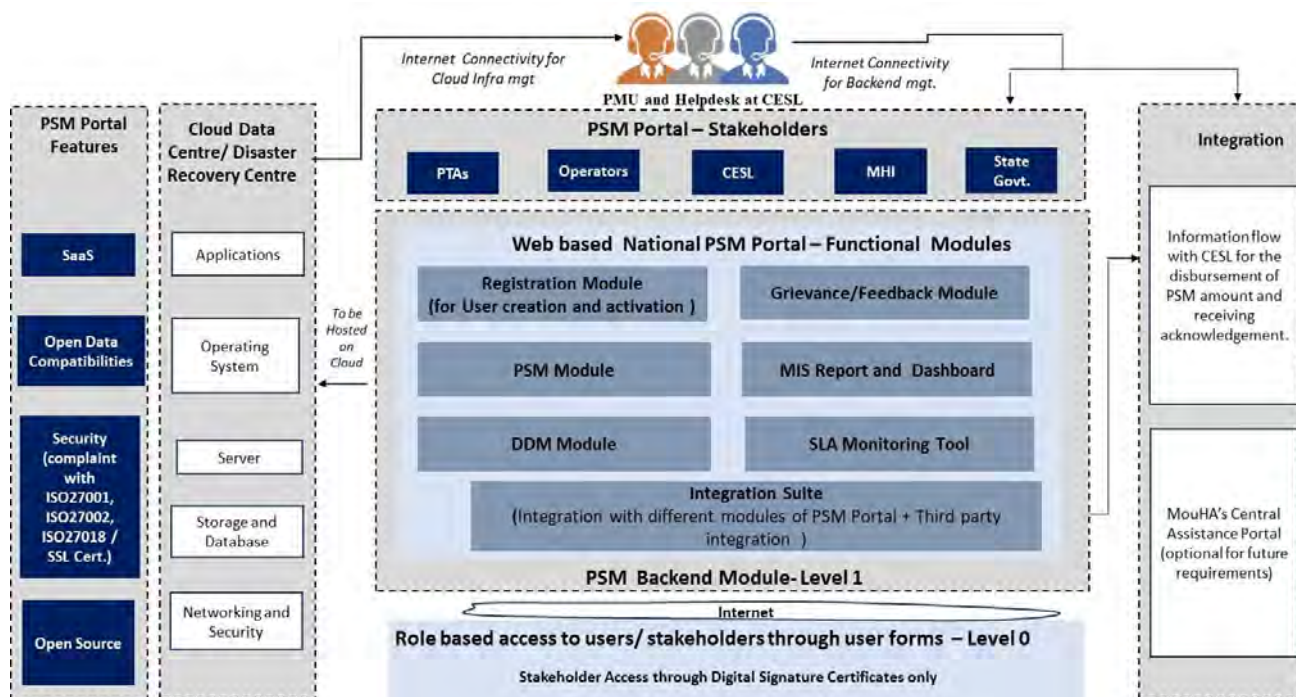
- i) The Service Provider shall gather understanding of the Portal need in terms of Business Rules and indicative draft SOPs, indicative formats of forms already developed (if available), scheme documents, process flow and role of each stakeholder.
- ii) Basis above, the Service Provider shall assess functional requirements and prepare a detailed design report comprising System Requirement Study (SRS). This shall broadly include mapping of functional requirements with the desired system components/ modules, process flow mechanism, wireframes & application design and solution architecture.



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- iii) The SRS prepared by the Service Provider shall be submitted to CESL for its review and approval /sign off.
- iv) All the data including the complete solution shall be property of CESL.

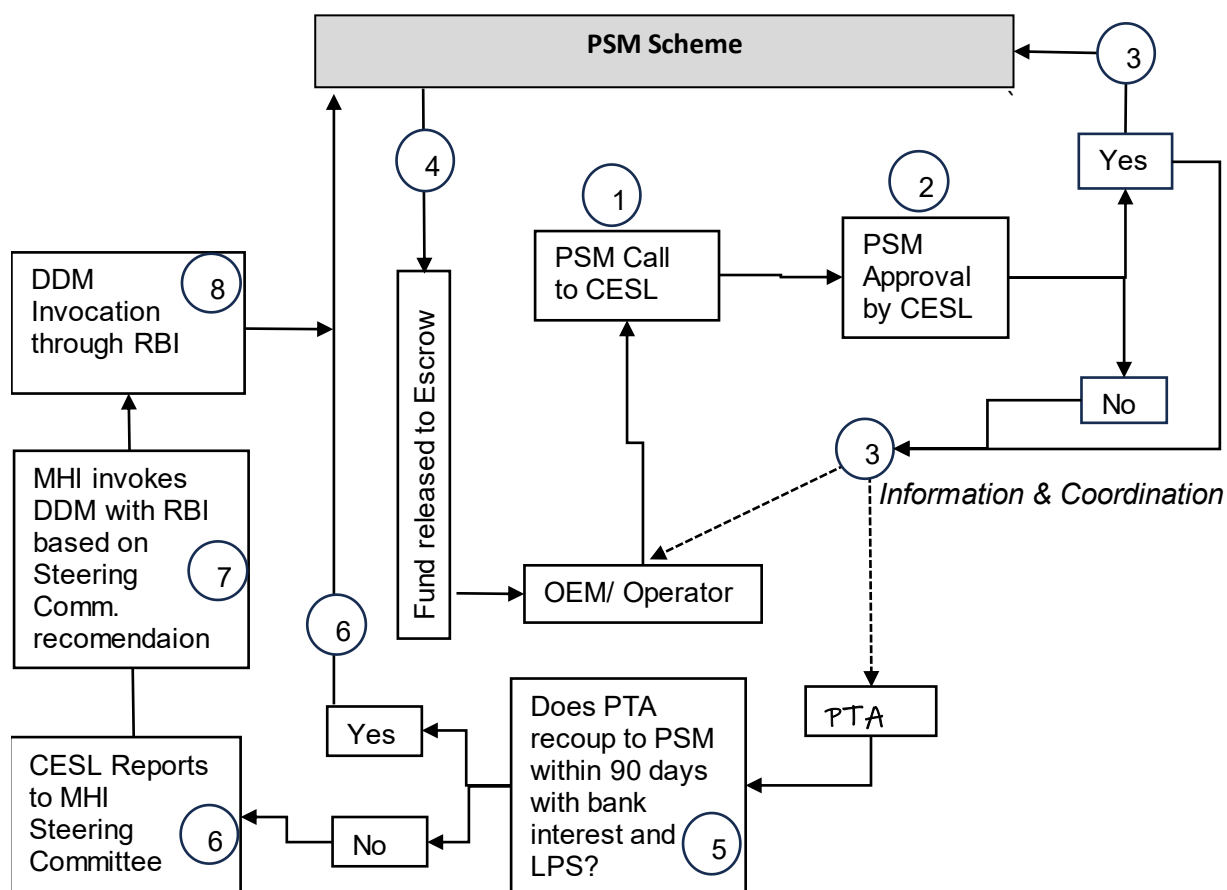
### Deliverable: System Requirement Study



### Payment Security Mechanism Process



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## **Part 2: Portal design and assessment of cloud infrastructure requirements.**

- i) The portal will be developed using open-source technologies.
- ii) Post SRS, Service Provider shall in detail design the web based multitenant Portal including software architecture, database, wireframe process flow, third party integration design, design of GUIs of various modules, analytics for generating MIS and various reports.
- iii) The structure of the Portal can be three layered viz (i) display of static information, (ii) client interfaces and forms for communications and (iii) databases of information and documents. Functionalities can be divided by modules, in terms of the following:
  - Registration and activation module
  - PSM Module
  - DDM Module
  - MIS & Report
  - Grievance/Feedback Module
  - SLA monitoring tool
- The indicative functionalities of all the above modules are defined in Annexure-1
- iv) The portal should be in the form of a dynamic database driven web Portal which can be used for display, communication / sharing of information, submissions of applications and documents, view or query status and summaries, for approvals and storage of data.



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- v) The Service provider shall design the access control mechanism to enable only authorized access to portal through OTP. The Aadhar Authentication shall be required to create accounts and login, but regular operations can be enabled through One Time Password (OTP) authentication on registered cell numbers to add, submit or view any forms and/or information.
- vi) The system should be developed on non-proprietary standards but OEM support wherever applicable should be included with the tools selected for development. The service provider shall be required to deliver and manage the source code via an open-source code management tool. The service provider shall also manage community engagement for such open- source code repository, subject to instructions from CESL.
- vii) The service provider shall develop the portal in accordance with the IndEA Framework.
- viii) The Service Provider shall design and develop user-friendly Graphical User Interface (GUI) for various modules. Such GUI should provide ease of its usage and enhance the overall user experiences.
- ix) Each of the above specified modules shall have minimum functionalities and interfaces in terms of interfacing forms, backend linkages, facility to attach copy of documents and capability to communicate alerts through Emails and SMS (to be provided by CESL) at each stage. The system shall provide clear messages like pop-up etc. on successful submission of documents/ forms/ raising PSM calls. On raising a specific PSM call by the Operator a specific token/complaint id shall be generated.
- x) The domain name will be provided by CESL
- xi) The system should have back-end capabilities to automatically send Email and SMS alerts to relevant stakeholders for important updates.
- xii) The service provider should design the portal to allow easy incorporation of changes to SOPs and BRs with minimal coding effort.
- xiii) The service provider should ensure the portal is designed in compliance with various agreements, with flexibility to accommodate varying conditions specific to each agreement/city/PTA/e- bus operator.
- xiv) PTAs and Operators will have restricted rights to submit and see information related to them only while CESL and MHI will have full rights to access information of all contracts registered under the PSM scheme.
- xv) The service provider should make role-based profiles for PTA, Operators, CESL and MHI where CESL can assign roles according to the requirement through drop down menu.
- xvi) Application shall have user management to add/edit/delete users and assign access level and permission to each role.
- xvii) The application should have the capability to handle at least 500 concurrent users ( i.e at least 5 users per PTA and two users per Operator). The Portal shall have the capability to handle increasing numbers of users and data sets without performance degradation by using scalable technologies and architectures.



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xviii) Cloud infrastructure: The service provider will be responsible for providing the minimum sizing of the cloud infrastructure required for hosting the application, which includes virtual machines, storage, security, backup, data protection, WAF, SSL Interceptor firewall, and other components. CESL will provide the cloud infrastructure, including virtual machines with the operating system. However, the service provider will be responsible for supporting the application, including database management. The service provider must also provide necessary details such as sizing, current loads, utilization, expected growth/demand, and other information needed for scaling up or down on a monthly basis or as requested by CESL.

xix) The service provider is responsible for managing the DC and DR applications, including all web pages, and providing database support. During DC and DR drills, the service provider must offer full support.

xx) The application should support English and Hindi language. The portal will have a clear and easy-to-use language selection option, allowing users to switch between English and Hindi languages instantly. The portal will automatically detect the preferred language of the user's browser and will display the content in the corresponding language.

xxi) All applications, database etc. to the solution shall be perpetual and royalty free.

xxii) CESL shall be able to update/revise business rules and SOP in solution through an easy graphical interface.

xxiii) The application shall be compatible with all prevalent web browsers.

xxiv) The application shall be compatible with multiple operating platforms such as Windows, Linux, MacOS etc.

xxv) All graphical user interfaces should be intuitive and require minimal selections to perform user functions. Appropriate filters, selection menu, dropdown menu should be available for ease of user.

xxvi) CESL shall be able to configure different PTA, bus operator in different colors for easy identification.

xxvii)The portal shall be secured from SQL injection, XSS attacks, and other common threats to security

xxviii) The portal should allow each PTA administrative ID to create a fixed or multiple number of sub-IDs, with or without approval from CESL. The roles assigned to these sub-IDs should have limited permissions compared to the administrative IDs. Additionally, each created ID must go through a one-time registration process, which includes provisions for authenticating Aadhaar Card, PAN Card, and other relevant documents. The information entered must be verified through an approval process. After authentication, KYC details will be entered by the user.

- xxix) Support industry-standard protocols (e.g., RESTful APIs, MQTT) for seamless integration with internal and external hardware, systems and services.



Integration with internal and external h



- xxx) Support industry-standard data formats (e.g., JSON, XML) for seamless data exchange.
- xxxi) Comply with IT Act 2008 and its subsequent amendments thereof.
- xxxii) Maintain audit trail for all activities such as modification in the backend, business rules, master pages, threshold and shall made available to the user. The retention period for audit trail data shall be a minimum 6 months and configurable in the system.
- xxxiii) The application shall have the following master data. It should maintain an inventory based on the master data and be able to export in report format (CSV, XLSX, PDF). These include but not limited to:
  - Contact details of the nodal officer in PTA and State Govts. to whom all intimations should be addressed regarding the PSM Scheme requirements under the system including PSM calls.
  - Signed copies of various Agreements
  - DDM Copy
  - Escrow Account Details
- xxxiv) The service provider is responsible for providing full-proof security of the web-based Portal and shall need to provision all tools / real-time monitoring to ensure the security of the platform.
  - The system shall have features to maintain data integrity, including error checking, error monitoring, error handling and encryption.
  - The Service Provider shall implement appropriate security mechanisms such as all user accounts exposed over internet or intranet shall be secured with at least 256 bits SSL certificate and related ISO 27001 information security standard certifications.
  - System to include enhanced security features such as data encryption.
  - The Portal and infrastructure shall have Authentication – Authorization – Access audit trails. Any unauthorized access/attempt shall be reported immediately.

### **Part 3: Implementation**

#### **i) System Integration**

The service provider shall develop data integration layer for the integration with

- Different Portal modules for seamless information exchanges
  - The system should be capable to integrate the following as and when required:
- Information exchange with CESL Bank for the disbursement of PSM amount and receiving acknowledgement.
- Information exchange with respective Escrow Banks.
- MoUHA's Central assistance Portal
- ITMS

#### **ii) Software Change & Version Control**



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- To establish and adhere to a Software Change Management and Version Control process approved by CESL. This process should ensure that all planned changes to application systems are communicated appropriately, receive proper approvals, and are scheduled to minimize impact on the production environment. Before implementing any software changes, the Service Provider must prepare detailed documentation outlining proposed changes, their impact on the system's functional outcomes, and any additional features added.
- Maintain version control and configuration information for application software and any system documentation.
- Conduct VAPT testing before implementing the version change.

### iii) Activities related to SSL Certification and third-party audit prior to Go Live

The Service provider shall carry out SSL certification as:

- Secure connection between different stakeholder modules and backend Server through Secure protocol HTTPS.
- Data Encryption during transmission from server to browser and vice versa
- The portal and website will have an SSL certificate to ensure that all data transmitted between the portal/website and users' browsers are secure.
- Organization Level SSL certificate for portal and website is to be provided by the service provider in the name of CESL.
- Encryption key assigned to it by Certification Authority (CA) in form of a Certificate.
- SSL Security in the application server
- The Service Provider should obtain ISO 270001 for information security standard for a web-based application.

### iv) Activities undertaken for Third Party Audit prior to Go Live

- Service provider shall ensure that the Web based PSM Portal is CERT-In Security Policy and Guidelines compliant.
- Service provider to appoint CERT-In empaneled auditor who shall be responsible for security audit of the Portal.
- Service provider to conduct Vulnerability Assessment and Penetration Testing (VAPT) testing before go-live.
- Service provider should do the STQC audit of the Portal before Go-Live.
- The cost of audit & rectification of non-compliances to be borne by the Service Provider.
- Service Provider shall carryout security audit before Go-Live and obtain the safe-to-host certification.

### v) Network Connectivity

- The Web based National PSM portal shall be accessible over the internet at every user touch point. The network scope at every user touch point shall remain with respective users.

### vi) User Acceptance Testing and Go Live of a Web based PSM Portal

After completion of the design, development, and implementation of the PSM portal, CESL will



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conduct the technical reviews and UAT of developed PSM portal. The service provider shall be responsible for:

- Preparation and submission of test strategy, test cases and test results.
- Demonstration of features and functionalities of the Web based PSM Portal to CESL.
- Support CESL and its designated authority for conducting the testing and provide access to the systems as required by them.
- The service provider shall assist CESL in conducting the User Acceptance Tests.
- Performing the required security audit like cert-in, VAPT etc.
- The Service Provider shall remove/ make changes to resolve any issues/ bugs/ and improvements/ Enhancements / up-gradations suggested by CESL during the UAT and stabilization phase without any additional cost.
- After incorporation of the suggestions made during UAT phase, the service provider shall make the PSM Portal Go-live. Thereafter, the Service Provider shall check the stabilization aspects of the PSM Portal and incorporate any changes/fixing issues encountered during the six month of stabilization period post Go Live without any additional cost.
- Deliver source code of complete solution (including without limitation all make files, configuration files, APIs, protocol, data tables upon which execution is dependent, and the like, collectively the "Source Code"), object code, integration details and documentation for complete solution (and cumulative updates thereof), together with (a) continually updated instructions as to the installation, configuration, deployment, and use of the Source Code, and (b) a list of all non-deposited third party software used in conjunction with the Source Code to provide the full functionality of the solution.
- The intellectual property (IP) of the code must be transferred to CESL/Ministry.

#### **Part 4: Operations and Maintenance of Web based National PSM Portal**

The Service Provider shall be completely responsible for the Operation and Maintenance of Portal and website for a period of 12 years from the date of Go Live (the "O&M Period"). The duration can be extended further for three years on same terms and conditions. It shall provide necessary resources and expertise during this O&M Period to address any complaints, issues, implement changes, perform optimization, and make modification to ensure complete satisfaction of CESL with the performance of a Web based national PSM Portal and website. O&M period will start from the date of Go-Live.

##### **i) O&M Scope**

- Provide comprehensive technical support for applications/ software/CESL website.
- Maintenance activities may include patching security vulnerabilities, applying software updates, configuration changes, optimizing performance, and addressing bugs or issues identified through proactive monitoring on portal and website.
- Keep the application and its dependencies secure and up to date.
- Optimize database performance and ensure data consistency
- Provide complete administrative support for user registration, User ID creation, maintaining user profiles, granting user access, authorization, user password support etc. along with secure Password policy.

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- Address end-user issues and ensure user satisfaction.
- Ensure proper configuration of server parameters, operating systems administration, hardening and tuning.
- Ensure that the application adheres to relevant regulatory standards.
- Plan for the eventual decommissioning of the software or migration to newer platforms.
- Improve functionality and fix issues.
- Keep the technology stack current, secure, and efficient.
- Control and document changes to ensure stability and minimize disruptions.
- Protect the application and data from security threats.
- Scheduled data backup as per the backup & restoration policies stated/as defined and agreed by CESL from time to time.
- Any changes required due to Union or State budgets, statutory/legal compliance (such as circulars, notifications, or notices from statutory bodies like CBDT, CBEC, various Ministries, SEBI, RBI, etc.), auditor recommendations, or updates to SOPs and Business Rules (BRs) are included within the scope. Please note that indicative draft SOPs are provided with this RfP. These changes are to be implemented at no additional cost.
- Apart from changes mentioned above, If the total efforts required are less than or equal to 10 man-days per month for any modification, then the service provider will implement the change free of cost.
- Undertake space management/monitoring of database, performance tuning of Databases for portal and website.
- Undertake troubleshooting and resolution of issues reported by PSM Portal users through helpdesk.
- Perform data validation tests regularly to ensure data integrity.
- Carry out Helpdesk related activities as specified in RfP during the O&M Period.
- Ensure adherence to SLA through regular scheduled maintenance activities to prevent any downtime.
- Conducting the audit and testing as defined in the RfP. Cert-in audit to be conducted every year for portal and website.
- The downtime window will be conveyed by the service provider and scheduled/ planned maintenance will be carried out during that period only. The service provider will up the system with business-as-usual conditions within the downtime window. In case of a unplanned shutdown for the PSM Portal, service provider shall need to get advance approval from CESL and also provide advance notice for the downtime. All other instances of downtime will be considered for SLA purposes

## ii) Security

- Applications / Software Solutions for the Web based national PSM Portal, and website shall comply with ISO 27001 Information Security Standard.
- Applications/Software Solutions and infrastructure shall have Authentication – Authorization – Access audit trails.
- Applications/Software/Website Solutions shall be protected from security breaches and vulnerabilities.



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- Ensure that the PSM portal and website shall remain in compliance with the CERT-In Security Policy and Guidelines during the O&M Period.
- Carry out security audit regularly in compliance with cyber security guidelines issued by Govt in time to time with CERT-In empaneled auditor.
- Cert-in Audit to be conducted every year or in case change request is more than 1 month.
- Carry out STQC audit of the Portal before Go-Live.
- All Software Solutions shall have hardened security and reviewed regularly.
- Any unauthorized access / attempt shall be reported immediately.
- The Service Provider shall be responsible for Monitoring of performance and other events such as failure of services, degradation of services etc.

### iii) SLA Monitoring tool (SMT)

- The service provider shall develop/provide performance monitoring tool (SMT) to analyze & monitor the PSM portal's performance, identifying issues, diagnosing issues, and managing the log data with helpdesk management tool.
- The SMT tool shall be capable to monitor the overall state of the PSM platform, its usages, utilization and all events of failure as well as compliance with Service Levels
- This tool shall also provide classification to differentiate the incident via multiple levels/tiers of categorization, priority levels, severity levels and impact levels.
- The tool shall also provide the flexibility of logging, viewing, updating and closing incident manually via web interface along with historical data inputs.

The SMT tool should include a dashboard feature that displays all critical information, such as portal health, performance metrics, ticket status, and other essential details, in a single view

### iv) Activities undertaken for regular updating of content

- Regular updating of the content on CESL website.
- Content updating must be managed through open-source Content Management System.
- Uploading Content as per requirement on CESL website (Content will be provided by CESL)
- Any upgradation on the CESL website.

### v) Helpdesk

- The Service Provider shall have Helpdesk tool for the resolution of issues/ queries regarding usage of PSM Portal. The helpdesk tool should be integrated with the portal. Users should be able to view the status of complaints through portal only.
- Provide technical support during the business hours to address any issues or incidents.
- The Helpdesk shall have two systems as below.
  - Telephonic - The service provider should provide a single phone number to assist users with issues or complaints related to portal registration or usage, and this number should remain unchanged throughout the contract period. Complaints should be manually logged in the IT helpdesk portal for resolution.
  - Grievance Module – Though which users of PSM Portal can register their complaints. Users can register complaints through PSM Portal, Chat Bot on PSM Portal, Email etc.

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- Users can check the status of their complaint without logging into the portal. The complaint status should be accessible through the Chatbot feature on the portal
- End users multi-channel support by allowing users to create tickets via email, chat bot, PSM Portal etc. Automatically convert these complaints to tickets; manage and track all incidents with a defined process through the entire life cycle.
- For each of the complaints, a system based unique complaint id shall be generated. This complaint id shall also be communicated to complainants to their registered email ids and through SMS.
- The complaints shall be resolved as per timelines mentioned.
- The resolution of complaints shall also be communicated through emails and SMS to complainants.
- The service provider shall be allowed to use secure authenticated/licensed software for remote log-in for necessary maintenance/troubleshooting and/or patch management. However, if any visit of service provider personnel is required for resolution of the problem the same shall be done at no extra cost.
- The helpdesk will be managed by key personnel appointed by the service provider. The key personnel will be responsible for providing technical assistance and addressing grievances received via phone, email, or other channels. They will generate reports from the helpdesk application as required by CESL.

A designated single point of contact should be assigned to handle and resolve any calls logged during office hours, which are from 9:00 AM to 7:00 PM. The assigned engineer(s) or coordinator(s) must be easily reachable by phone and/or email from CESL offices to ensure immediate reporting and resolution of any issues.

#### **Part 5: Training to stakeholders on Portal use and preparation of User Guides**

- The Service Provider shall develop need-based separate training modules for CESL, E bus operators, PTAs and other stakeholders about the application and usage of a Web based National PSM Portal.
- The Service Provider shall conduct proper need-based training for all the concerned staff of CESL, E bus operators, PTAs and other stakeholders and draw up a systematic training plan including plans for workshops/ seminars.
- The Service Provider shall provide hard copy & soft copy of the training materials to all the trainees.
- The training shall be held at various locations as finalized by CESL. The cost pertaining to accommodation of trainees, Service Provider's staff and training venue shall be borne by CESL.
- The Service Provider shall also make provisions to conduct training sessions/ seminars/ workshops to new stakeholders as and when new e bus contracts are added to the PSM scheme.
- The Service Provider to update/prepare three distinct User Guides namely (1) User guide for CESL (2) User Guide for PTAs/State Governments and (3) User guide for e bus Operators. Conceptual User Guides for PTA/State Govt and Operators is already available which can be updated as per System.



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## **Part 7: Migration of application and website due to change in cloud platform**

Migrating an application architecture due to a change in the cloud platform is a critical process that requires thorough planning and execution. Service provider can follow the below key steps, considerations, and best practices for successfully migrating an application from one cloud provider to another while ensuring minimal disruption to services, optimal performance, and security:

- a. Transition applications and services to the new cloud platform with minimal downtime.
- b. Ensure data integrity and security throughout the migration.
- c. Optimize application performance on the new cloud platform.
- d. Maintain scalability, resilience, and availability post-migration.
- e. List all applications, services, and dependencies on the current cloud platform.
- f. Assess the size, sensitivity, and structure of databases and files that will be transferred.
- g. Estimate potential downtime during migration and plan for backup services.
- h. Identify data loss risks and ensure adequate backup and disaster recovery mechanisms.
- i. Start with a small, non-critical part of the application to test the migration process, identify issues, and optimize the strategy.
- j. Migrate in stages by moving discrete services or components, allowing time for testing, rollback if necessary, and performance monitoring.
- k. Complete the migration of the remaining components and decommission the old environment.
- l. Ensure data is synced between the old and new environments to minimize data inconsistency.
- m. Benchmark performance metrics (latency, response time) before and after migration to ensure that the new cloud delivers expected performance levels.
- n. Ensure that application functionality remains intact post-migration.
- o. Update internal documentation to reflect changes in the architecture.

## **Part 8: CESL Website**

1. The vendor has to maintain the CESL website throughout the contract period by ensuring the proper management of all the content, keeping it up to date, managing the CMS of the website and any other enhancement/ change in the website. The following activities/features must not be compromised:
  - a. Least site opening time.
  - b. Clean and professional design
  - c. Search engine friendly website (SEO keywords must be registered). For each content page the admin should be able to specify the metadata Security of website.
  - d. Regular updating of the content on the site.
  - e. Regular monitoring of the malicious activity on the server.
  - f. Regular backup of the server and the database.
2. An overview of the website may be referred from **convergence.co.in**.
3. The website was developed using PHP with a MySQL database. CESL reserves the right to change technology in the future without any additional cost.



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29. Website must comply with Web Content Accessibility Guidelines (WCAG) 2.0 to ensure they are usable by individuals with disabilities

#### **4. Contract Period:**

The Contract Period is valid for a period of 12 years from the date of stabilization period.

(Note: A completion certificate would be issued by CESL EIC to awarded service provider at the start of operational functioning).

#### **5. Key Personnel**

##### **5.1 Positions Identified for Operation and Maintenance Team**

Sr. No.	Key Personnel Role	No. of Key Personnels	Deployment Location
1.	Technical Coordinator cum Project Manager	1	CESL

- (1) The service provider shall ensure that the key person identified above devotes substantial working time to perform the services to which that person has been assigned as per the proposal.
- (2) The key person's working hours should align with CESL's business hours i.e. 09:00 AM to 07:00 PM. Any adjustments to the business hours will be adhered to accordingly.
- (3) The key person is required to be stationed at CESL premises for the full duration of the contract.
- (4) If the key person is unavailable due to leave etc., the service provider shall manage the O&M remotely. However, after 2 days, a suitable replacement must be provided to CESL. If no replacement is provided within this timeframe, a penalty as outlined in clause 8.4 will apply.
- (5) The key person will be responsible for addressing any grievances related to the portal and coordinating for any changes to the application. He/She will serve as the single point of contact for the project
- (6) The service provider shall use commercially reasonable efforts to ensure it retains the services of its key person, including provisioning of competitive compensation, benefits and other conditions.
- (7) The service provider shall not make any changes to the position of the key person, nor

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shall the latter reduce or cease his/her involvement in delivering the services during the Term:

- a. unless that resource resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
  - b. without CESL's prior written consent.
- (8) The service provider must promptly inform CESL of its intention to rehire any key personnel who resigned from the service provider within the past 12 months. CESL reserves the right to request that such rehired key personnel be reassigned to the delivery of services
- (9) The selected service provider shall, at his own cost, arrange for necessary insurance to cover all the risks assumed by the selected service provider under this contract in respect of its deputed personnel for the execution of this contract during the entire period of the Contract. CESL shall have no liability against any loss/ damage/ injury etc. to its personnel or any other concerned regard whatsoever.

## 5.2 Evaluations

- (1) The service provider shall evaluate the performance of Key Personnel in relation to the services at least twice a year, preferably on a semi-annual basis. The service provider shall give CESL reasonable written notice of the scheduled evaluation dates, enabling CESL to provide input for each evaluation.
- (2) The service provider shall promptly provide the results of each evaluation to CESL, subject to Applicable Law.

## 5.3 Replacement

- (1) The deputed personnel must perform their duties in accordance with the terms and conditions specified in the tender and meet the agreed performance standards.
- (2) In case of unsatisfactory performance, CESL will issue a written notice to the service provider, specifying the deficiencies observed and requiring corrective action.
- (3) The service provider must address and rectify the performance issues within 7 days of the date of the notice.
- (4) If the performance of deputed personnel does not improve within the given timeline or if the personnel are deemed unsuitable, the service provider shall replace the personnel at no additional cost within 7 days.



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- (5) In case of continued unsatisfactory performance or failure to provide suitable replacements, penalties may be imposed as per SLA.
- (6) In the event of personnel replacement, the service provider must ensure a smooth transition without affecting ongoing operations, including the transfer of all relevant knowledge, documents, and responsibilities
- (7) In case the resource has resigned, then the Service provider has to inform within 24 hours of tendering of resignation.
- (8) The service provider shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of the Key Personnel is not vacant for any longer than 2 days, subject to reasonable extensions requested by the service provider and approved by the CESL.
- (9) Before assigning any replacement, the service provider shall provide CESL with:
  - a. a resume, curriculum vitae and any other information about the candidate that is reasonably requested by CESL; and
  - b. an opportunity to interview the candidate.
- (10) If CESL does object to the appointment, service provider shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.
- (11) The Service provider must ensure at least 4 weeks of overlap period in such replacements.
- (12) The client reserves the right to terminate the contract if the service provider consistently fails to ensure satisfactory performance of deputed personnel, even after multiple notices.

## 6. Minimum Qualifications for the Manpower

Sr. No.	Key Personnel Role	Minimum Qualification
1	Technical Coordinator cum Project Manager	<ul style="list-style-type: none"> <li>• B.Tech / BE/M.Tech in IT/ CS/ECE. in IT/CS or equivalent with minimum of 6 years of work experience in managing IT or software development projects. (web)</li> <li>• Proven experience in managing full lifecycle application development (from initiation to closure).</li> <li>• Experience in leading cross-functional teams and</li> </ul>

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		<p>working with developers, designers, and business analysts.</p> <ul style="list-style-type: none"> <li>• Basic understanding of coding, databases, and system architecture.</li> </ul>
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## 7. Deliverables and Timelines

The project will progress through Development, Implementation and Operation & Maintenance phases.

### 7.1 Development Phase

Milestone		Description of Activities	Timeline (Weeks)	Deliverables	Payment
M	Signing of the Contract Agreement with CESL	-	T	NA	-
M1	Project Kick-off	• Submitting work break-down structure.	T+1	Detailed Project Plan	5% of Development Cost as per table F1
M2	Requirement gathering	• Undertaking stakeholder consultation and preparing in-detailed functional requirement as per scope of the work of RFP	T+2	Functional Requirement document	5% of Development Cost as per table F1



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M3	Solution Design	<p>Preparing solution design document comprised of:</p> <ul style="list-style-type: none"> <li>○ Overall solution architecture</li> <li>○ System security specifications</li> <li>○ MIS Reports format</li> <li>○ Dashboards Design</li> <li>○ Helpdesk system design</li> <li>○ SLA monitoring tools and its mechanism</li> </ul>	T+4	Solution design documents	10% of Development Cost as per table F1
M4	Operational acceptance and Go-live of the solution	<ul style="list-style-type: none"> <li>• Undertaking security audits and incorporating remedial actions suggested by the auditors.</li> <li>• Delivery of source code and associated configuration files, APIs, etc.</li> </ul> <p>Submission of CVs and deployment plan of proposed key personnel</p>	(T+12)=P	<ol style="list-style-type: none"> <li>1. OAT report</li> <li>2. UAT Report</li> <li>3. Cert-in Security audit report</li> <li>4. STQC Audit</li> <li>5. Source code with complete documentation</li> <li>6. IP Transfer</li> <li>7. CVs of Key personnels</li> </ol> <p>Prepare and update user-manual and SOPs for application</p>	60% of Development Cost as per table F1



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M5	Stabilization Period	Monitoring and Fine-tuning  Any updation required in the application  Bug Identification and Resolution  User Feedback Collection and Analysis  Documentation and Reporting	P+24	Stabilization Report Issue Log and Resolution Documentation Final Handover Checklist	20% of Development Cost as per table F1
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## 7.2 Operation and Maintenance Phase

Milestone		Description of Activities	Timelines	Deliverables	Payment
O&M	Submission of monthly report	<ul style="list-style-type: none"> <li>• Deployment of Key personnel</li> <li>• Training and handholding</li> <li>• Helpdesk support</li> <li>• Undertaking activities as specified in the RFP and preparing quarterly report comprising of:</li> <li>• Helpdesk query resolution report (number of tickets, raised, closed, pending, escalated, etc.)</li> <li>• And all other activities as specified in the scope of work for operations and maintenance phase.</li> </ul>	Every quarter	Monthly O&M report comprising of: 1. System based SLA reports 2. Helpdesk query resolution	Quarterly Payment at the end of each quarter

## 7.3 Change Request

Milestone		Description of Activities	Timeline (Weeks)	Deliverables	Payment
Change Request		Security Audit (if applicable)  Change Request Review  Establish Timeline and Resources	To be discussed and finalized	1. Change Request Document 2. Design Document 3. Approval Records 4. Testing	The applicable man-day rate for the year in which

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		<p>Detailed Design</p> <p>Implement the Change</p> <p>Version Control</p>		<p>Plan and Test Cases</p> <p>5. Updated Source Code</p> <p>6. User Acceptance Test (UAT) Report</p> <p>7. Updated Documentation</p> <p>8. Security Audit Report (if applicable)</p>	<p>the change request is utilized.</p>
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\*Same timelines will be followed for CESL Website.



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## 8 Service Level Agreement

The objective of the Service Level Agreement (SLA) is to clearly define the expected level of services offered by the service provider to CESL for the duration of the contract or until the SLA is amended. The SLA outlines the service provider's responsibility in ensuring the satisfactory delivery of deliverables and services, as well as their correctness, based on the performance indicators.

### 8.1 SLA Monitoring

The Service provider would have to provide SLA Monitoring Tool (SMT) for SLA monitoring which would undertake proactive monitoring and management. This system would enable proactive monitoring and reporting of any and every issue faces in the application. This solution being very critical would-be setup in a high available mode. The SMT system shall be able to record performance of applications for the calculation of SLAs. The proposed SMT must have the following functionalities. These include but not limited to:

- Generate reports for SLA compliance.
- Provide application response time.
- Log for application/environment changes (audit trail)
- The Helpdesk Tool should be integrated with SLA monitoring Tool.

### 8.2 Measurement of SLA

The RFP identifies key parameters that are critical for the successful implementation of the project.

- (1) The Service Level parameters defined shall be monitored on a periodic basis. The successful Service provider shall be responsible for providing SLA Monitoring Tool (SMT) for SLA monitoring. SMT proposed by the Service provider shall be approved by CESL or its appointed Agency for accuracy and reliability.
- (2) The SLA metrics provided specified performance parameters as baseline performance and availability.
- (3) If the performance in respect of any parameter falls below the prescribed limit as mentioned in SLA metrics, the Service provider will be in breach of SLA.
- (4) Payment to the Service provider is linked to compliance with the SLA metrics.
- (5) In case of application performance degradation of the system/ services during the Period of Contract, the successful Service provider will be expected to take immediate corrective action. In



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case issues are not rectified to the complete satisfaction of CESL within a reasonable period of time then CESL will have the right to take appropriate penalizing actions, including termination of the Contract.

### 8.3 SLAs for Development (Liquidated Damages)

Sr. No.	SLA Parameter	Validation	Benchmark	Frequency	Penalty	Remarks
1.	Adherence to Deliverable and timelines for Development as per RfP.	Number of weeks delay after milestone M4	Adherence to Timelines as defined in the RfP	Weekly	A penalty of 0.5% of the due payment will be applied for delays per week or any part thereof.	Every full calendar week of delay (7 days) beyond timeline is defined as a week delay

#### Note:

- The LD will only be applicable if the delay is caused by the vendor. If the delay is on CESL's part, no LD will be applicable.
- If the cumulative penalty is more than 10% of the Development cost, CESL will have the right to take appropriate penalizing actions, including termination of the Contract.

### 8.4 SLAs for Operations and Maintenance Phase

Sr. No.	SLA Parameter	Validation	Benchmark	Frequency	Penalty	Remarks
1	Application Availability	a) 24/7 availability of the Application	$\geq 99\%$	Quarterly	No Penalty	Application uptime report generated from the SMT.
		b) Availability (%) = $(\text{Total Uptime} / 24) \times 100$	$< 99\%$		Every decrease of 0.10% - 0.30% of the quarterly invoice	



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2	Security breach including Data Theft/ Loss/corrupt	Any incident in which application is compromise d, or data theft occurs (including internal incidents) will incur a penalty per incident.	Zero Instances	Per Instance	10% of the quarterly invoice per instance	These penalties will not be part of the overall SLA penalties cap per quarter. A post-incident VAPT must be conducted, and a certificate of completion must be submitted.
3	Addressing Software Issues / bugs	Severity Level	As per Section 8.5	As per Section 8.5	As per Section 8.5	
4	Unavailability of Key personnel due to any reason	Unavailability: more than 2 days		Daily	Rs. 5,000/- per day in case there is unavailability of key personnel	SI is responsible for arranging equivalent replacement in case of more than 7 days of unavailability.

## 8.5 Severity Level:

### a) Problem/Defect Reporting:

S.No.	Category	Definition
1	Severity Level 1 – Urgent	Complete application failure, severe application instability, loss or failure of any major sub application or application component such as to cause a significant adverse impact to application availability, performance, or operational capability, Loading of application (Application response time) > 10sec



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2	Severity Level 2 – Serious	Degradation of services or critical functions such as to negatively impact application operation. Failure of any redundant application component such that the normal redundancy is lost. Unsatisfactory performance or failure to provide suitable replacements.
3	Severity Level 3 – Minor	Any other application defect, failure, or unexpected operation patch application as recommended by Employer. Changes in configuration, or architecture carried out during O & M must be documented. Root Cause Analysis Report.
4	Severity Level 4 - General / Technical Help	Request for information, technical configuration assistance, “how to” guidance, and enhancement requests

**b) Response and Resolution Time:**

The overall intention of providing comprehensive support of the developed software system through automation during office hours as well as non-office hours through suitable call logging and addressing facility is to avoid any loss of data or process and achieve more than 99% availability of the entire system. The Initial Response Time is defined as the period from the initial receipt of the support request (through approved communications channels) and the acknowledgment of the contractor subject to the Maximum time defined in Table:

Severity Level	Initial Response Time	Action Resolution Time	Action	Penalty
1	30 minutes	2 hours	An urgent or emergency requiring continuous attention from necessary support staff until application operation is restored – may be by workaround.	1% of the quarterly Invoice
2	2 Hours	12 Hours	Attempt to find a solution acceptable to CESL (dependent on reproducibility), as quickly as practical.	0.50% of the quarterly invoice
3	1 day	2 days	Evaluation and action plan. Resolution time is dependent on	0.30% of the quarterly invoice

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			reproducibility, ability to gather data, and CESL prioritization.	
4	1 day	5 days	Report on the problem/query is to be furnished.	0.10% of the quarterly invoice

**Note:**

- The service provider submits a Root Cause Analysis (RCA) report for all Severity Level 1 and Severity Level 2 issues. In case, root cause analysis is not submitted, it will be treated as Severity 3 and penalty will be applicable accordingly.
- The same SLA will be applicable for CESL website.
- All the SLA will be calculated between business hours 08:00AM to 10:00PM.
- All the SLA shall be calculated based on the report generated by SMT.
- The penalty is capped at 10% of the quarterly invoice.
- However, no cap will be applicable for consecutive quarters in case the threshold of 10% is met in the preceding quarter in the financial year.
- Exceeding this cap of 10% for 2<sup>nd</sup> consecutive quarter, CESL will have the right to take appropriate penalizing actions, including termination of the Contract.
- The non-availability for application, web portal and CESL website shall be measured on a quarterly basis and excluding the scheduled maintenance shutdown.

## 9. Financial Proposal

**Table F1**

Sr. No.	Particulars	Unit	Quantity	Unit rate (excl. taxes)	Unit rate (Incl. taxes)
1	Development	Lumpsum	1		
<b>TOTAL</b>					

**Table F2**




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1	Operation and Maintenance (O&M) including Key personnel cost	O&M cost shall be fixed at 21% of the quoted development charges by the bidder in F1 for the 1 <sup>st</sup> year. After completion of 1 <sup>st</sup> year, 5% escalation applied annually for each subsequent year for 12 years.			

**Table F3**

1	Man-days cost for software developer to incorporate change request/s	Man-day cost shall be fixed at 0.06% of the quoted development charges by the bidder in F1 for the 1 <sup>st</sup> year. After completion of 1 <sup>st</sup> year, 5% escalation applied annually for each subsequent year for 12 years.			
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Note:

1. The prices remain valid for the complete duration of the project.
2. The L1 will be calculated from Table F1

#### **10. Evaluation Criteria:**

- (i) The offers/bids received against the Tender shall be first evaluated as per the Eligibility Conditions/Criteria and the techno-commercial Qualifying Requirements enlisted in the Tender, and in accordance with the extant Procurement Policy of CESL. Price bids of only those bidder(s) shall be opened who qualify against these conditions/criteria.
- (ii) The price bids shall be evaluated on the basis of the bid price received, bid price shall be price of Table F1 and the bidder having the lowest bid price shall be designated as the lowest bidder (L-1), and shall be further considered for award.
- (iii) Further, in case a party is not able to supply quantity allocated to them as per scheduled timelines, CESL reserves the right to shift the part/full quantity to other bidder who has matched the price on the risk and cost of such non-performing bidder.
- (iv) Prices will remain firm till the duration of the contract and nothing shall be payable extra apart from the prices quoted above.
- (v) In case of a tie (where total evaluated price of two or more bidders are same), bidder having the highest value of average annual turnover, as considered for meeting ATO requirement under Financial QR indicated in the Bidding Documents, would be considered for award

#### **11.Contract Performance Guarantee (CPG):**

- a. Within Twenty-Eight (28) days of the receipt of notification of award (P.O./L.O.A.) from CESL, the bidder shall furnish Contract Performance Security/Guarantee to CESL, in the form of a DD/Pay Order/Bank Guarantee of value equaling 5 % of the total contract value.

Any delay in submission of SD/CPG/DD shall be deemed as accruing of financial benefit to the bidder and CESL may take necessary interest penalty recovery action (interest @ SBI's MCLR + 2 %) from the payments due to the bidder for the period of delay. However, this provision does not bind CESL in any way from proceeding against the bidder (including forfeiture of EMD, cancellation of the empanelment/LOA, etc.) for non-compliance towards non-submission of the SD/CPG/DD.

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**The Bank Guarantee must be valid to cover Period of Engagement + three months Claim Period.**

- b.** Bank guarantee shall be from any Nationalized Banks/other scheduled private banks, to be from among the list of banks given at Attachment-6 of Section-6. CESL shall at their discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder in connection with the contract including of guarantee obligations.
- c.** Failure of the Successful Bidder to comply with the requirements of IFB/RfP/NIT shall constitute sufficient grounds for the annulment of the award and forfeiture of the Contract Performance Guarantee.
- d.** The Bank Guarantee shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to ICICI bank include unique identifier CESL578807920 in field 7037 of the SFMS cover message with IFSC code ICIC0000007 for CESL.

**Table vii:**

<b>BG Advancing message –IFN 760COV / IFN 767 COV via SFMS</b>	
Field Number	Particulars (To be mentioned in Row -1)
7037	CESL578807920

CESL encourages bidder to submit the CPG in the form of DD so as to avoid any delay in confirmation process of banks.

**Annexure-1**

The indicative functionalities of each module are outlined below. These are just indicative functionalities, and the Service Provider is expected to modify, add, or develop new functionalities based on the portal requirements identified during the SRS study. For any clarification, the Service Provider should always refer to the Standard Operating Procedures (SOPs) and Business Rules (BRs). In the event of any conflict, the SOPs and BRs shall take precedence

**1. Registration and activation module**

- All PTAs and Operators must register on the IT Platform by filing in requisite details
- State Governments need not register but should be kept informed regarding all events involving (i) raising of a PSM request, (ii) disbursement against a PSM request, (iii) recoupment against a PSM disbursement made and (iv) invoking of DDM, if any
- Registration on the Portal will require Aadhar Authentication by filling in the Know Your Customer (KYC) details and nodal officer details (Name/Email/Phone number) of the agency being registered. Once registered, use of the portal such as login, submission, editing, viewing etc can be done through One Time Password (OTP) on the designated phone number of the agency inserted at the time of registration.
- Enable password management and two-factor authentication (2FA).
- Access of Portal to be created for sharing information with Steering Committee.
- Escrow account details must be entered by the PTA and verified by the e-bus operator. Once the details are verified, neither the PTA nor the e-bus operator can modify them.
- Portal should support Two Factor authentication.
- Define user roles such as PTA, bus operators, admin users etc.
- Ensure that access is role-based with appropriate permissions assigned to each user type
- Role management should allow for the delegation of authority within organizations (e.g., PTA admins managing staff accounts)

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- Employ **encryption protocols (e.g., SSL/TLS)** for all sensitive data, including personal information and payment details
- Secure storage of customer data (personal information, payment data etc.) should be ensured using **encryption at rest**
- The module should have built-in fraud detection mechanisms that monitor abnormal activities during registration and activation.
- Implement **real-time alerts** and **blocking mechanisms** in case of suspicious behavior.
- Enable system administrators to configure security policies and rules based on their needs.
- All registration and activation events must be logged securely for 1 year for audit and compliance purposes.
- Ensure that logs cannot be tampered with and are accessible only by authorized personnel.
- The module should be easy to use, with clear and concise steps for registration and activation.
- Ensure the design follows **accessibility standards** to cater to users with disabilities.
- System should have the capability to authenticate Aadhaar Card, bank details etc.

## 2. PSM Module:

- The details of the invoices that are raised *and* submitted to the PTA must be posted on the IT Platform in terms of date, period, amount etc.
- Unique Project ID is to be assigned to each submitted Invoices and must be communicated automatically to e-bus operator, PTA etc.
- A copy of the invoice need not be shared (until a PSM call is made) but all requisite details must be posted. Invoices whose details are not posted on the IT Platform within this deadline will not be considered for PSM.
- PTAs to register their inputs on the IT Platform, if any, on any prima facie incompleteness or errors in the invoices submitted.
- The Operator to update the details of the concerned invoice against inputs provided by the PTAs, if any. The process of correction can be done multiple times. Only invoices whose details have been posted as above will be eligible for PSM.
- PTAs must regularly post and update the status of all invoices in terms of approved/paid or partly paid on the IT Platform.
- PSM requested on account of disputed invoices will not be considered for PSM and will be declined.
- The portal should be configurable and flexible to accommodate different contractual payment thresholds and timelines under different contracts.
- The portal will send automatic notifications (Email and SMS) at all the defined stages to all the concerns as defined against the particular Concession Agreement. The reminders and follow up emails/SMS to be send by the portal. The portal to ensure having all the related logs stored for entire duration of the Scheme.
- The portal should have the internal approval mechanism at CESL when the PSM call is received. The workflow to be defined for such approvals.
- Invoices which have missed the designated PSM time window on account of either technical errors of the system or because the invoice is no longer in a dispute situation, can apply for PSM request through a special window created on the portal. (Special window)
- Upon successful submission of the PSM request by the Operator, the IT Platform will generate a ticket number for each call. It will also automatically intimate the PTA and State Government of such a request having been submitted

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- System will prepare PSM Call report with ticket number for CESL validation, verification and approval highlighting all details such as documents, invoice status, RP etc.
- Upon release, the Operator, the State Government, and the PTA will also receive email intimation of release on the System and can approach the Escrow Account for payment
- The systems will generate weekly reminders to the PTA and to the Finance Dept of the respective State Government for repayment of PSM amount consisting of details of the amount due and interest calculation.
- Upon successful payment of the due PSM amount by the PTA within the specified timeline, the system will generate a payment receipt and will close the particular PSM request permanently.
- CESL can review, comment on and share required summary of overall Scheme status. This feature will allow CESL to authorise summaries of Scheme status, Escrow balances, Payment Status at PTA levels, PSM calls etc for sharing internally and to Ministry and if authorised then to other stakeholders.

### 3. DDM Module

- It will store the details of all the signed DDM as per format provided by RBI.
- PSM calls for PTAs whose State Governments have not signed the Direct Debit Mechanism (DDM) mandate will not be considered eligible for PSM and will be declined. State Governments and PTAs are required to ensure that signed DDM mandate letters are available on the System.
- PTAs, who have not submitted a signed copy of DDM as per the format provided by RBI are not eligible for PSM call
- The exact number of days for which interest will be charged for recoupment through the DDM will follow PSM guidelines and be automatically calculated by the system.
- Upon successful completion of DDM process, the system will generate a payment receipt and will close the PSM request permanently.

### 4. MIS & Report

The service provider shall meet the following reporting requirements. The Service Provider shall prepare the formats for the MIS reports and Dashboards and get these approved by CESL.

- The system will generate a PSM call report, which will generally include the following components, but is not limited to them:
  - a. Name and details of the PTA
  - b. Name and details of the Department of the State Government.
  - c. PSM ticket number and date
  - d. Details of the invoice for which PSM amount is disbursed with date and Escrow account number
  - e. PSM amount repayment timeline and amount to be repaid by the PTA with interest.
  - f. The auto-generated report will be sent to PTA and State Government through the System



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- Customizable MIS reports on a periodic basis regarding status of e Bus Contracts registered under PSM Scheme, invoices uploaded and status of payment thereof, dues and overdue status nationally, classified by date, amount, geography, contracts and so on, no. of PSM calls received along with request for PSM amount and their status according to state, PSM amount disbursed (operator wise, PTA wise), PSM calls closed, status of PSM recoupment along with timeline, no of DDM requested raised and any other parameter which CESL intends to add in future etc.
  - Monthly and quarterly report of the issues/ complaints logged, schedule downtime logs, complaints resolved, and any other relevant reports required for calculation of Service Levels of the Portal. The MIS reports shall be from SMT and the format for the same shall be finalized after mutual agreement with CESL.
  - The application shall be able to export the reports in PDF, XLSX, CSV, MSWORD format.
  - The application shall be able to generate graphs and charts based on criteria defined by the user.
  - All reports shall be generated with configurable time parameters, including as a minimum yearly, monthly, weekly, daily, hourly and with user defined start-end date and time ranges. Reports shall have information such as generated by generated time in reports footer.
  - The application shall have functionality to send reports automatically to configured email address on daily/monthly/quarterly/yearly basis.
  - Any other reports required by CESL.
- **Dashboard**
    - Dashboard should be developed to display the status of dues and overdue amounts, PSM requests (categorized by operator and PTA), PSM status, DDM requests, and their statuses, preferably represented geographically on the map of India with option of drill down.
    - Dashboard to include status of complaints registered through the Complaint Grievance Module of the PSM Portal.
    - Dashboard to show the status of buses working under the PSM scheme categorized by operator and PTA
    - The service provider must offer a feature that allows users to view dashboards related to PSM calls, dues, overdue, and similar information without the need to log into the portal.
    - Any other dashboard required by CESL.
    - The dashboard shall allow drill-down, drill-up and drill-across as per the CESL requirements.
    - Users shall be able to create multiple dashboard views, add, modify widgets as per their operational requirements.
    - Users shall be able to export dashboard view in jpeg, png format.
    - The portal should have provision for a public dashboard display with drill-down functionality, without requiring a login.

## 5. **Grievance/Feedback Module:**

- The Helpdesk shall have two systems as below.



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- Telephonic - The service provider should provide a single phone number to assist users with issues or complaints related to portal registration or usage, and this number should remain unchanged throughout the contract period.
- Users can check the status of their complaint without logging into the portal. The complaint status should be accessible through the Chatbot feature on the portal.
- End users multi-channel support by allowing users to create tickets via email, chat bot, web based PSM Portal etc. Automatically generate a **ticket** or unique reference number for each grievance and manage and track all incidents with a defined process through the entire life cycle.
- For each of the complaints, a system based unique reference number shall be generated. This reference number shall also be communicated to complainants to their registered email ids and through SMS.
- Send automated notifications via **SMS, email etc.** when grievance status changes.
- The portal shall be allowed to use secure authenticated/licensed software for remote log-in for necessary maintenance/troubleshooting and/or patch management. However, if any visit of service provider personnel is required for resolution of the problem the same shall be done at no extra cost.
- Provide real-time **status updates**.
- Maintain a complete **audit trail** for every grievance, including all actions taken, user interactions, and timeline of updates.
- User can provide their feedback to the complaints raised by them.

#### 6. SLA monitoring tool:

- The SLA monitoring tool should be capable of tracking various key metrics, generating alerts for SLA breaches, and providing comprehensive reports.
- The tool should monitor various SLA parameters based on the agreement
- Track the **uptime** of systems, applications, and services to ensure compliance with availability requirements.
- Ability to monitor downtime periods and calculate cumulative availability percentages over a specific period.
- Measure the time it takes for systems, APIs, or services to respond to requests.
- Set thresholds for acceptable response times and trigger alerts for violations.
- Measure how quickly incidents, such as system failures or errors, are identified and resolved.
- Monitor the time taken to respond to and resolve support tickets.
- Track metrics like **first response time, resolution time, and ticket backlog** for compliance with SLA terms.
- The system should enable customizable alert settings for when SLA thresholds are breached (e.g., downtime exceeding a set time, latency above a certain level).
- Send alerts via multiple channels such as **email, SMS, or push notifications** to relevant stakeholders.
- Ability to correlate incidents and identify recurring issues to prevent future SLA breaches.
- A **centralized dashboard** providing real-time visibility into SLA performance.
- Generate **historical reports** that summarize SLA compliance over a given period (daily, weekly, monthly, or custom ranges).



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- Support different output formats such as **PDF, CSV, or Excel**.
- Automatically generate **SLA breach reports** when service levels fall below agreed thresholds, including details of the breach and the actions taken to resolve the issue.
- Maintain a detailed **audit trail** of all service-level transactions and performance evaluations.
- Ensure logs are **tamper-proof** and accessible only to authorized personnel for compliance audits.
- Integrate with **ticketing systems** (e.g., Jira, ServiceNow) to automatically generate support tickets in case of SLA breaches or performance degradation.
- The SLA monitoring tool itself should have **high availability** to ensure it remains operational even during system failures or peak loads.
- Automatically calculate **penalties** or credits in case of SLA breaches, based on pre-defined contractual terms, and notify stakeholders of penalty outcomes.



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# Standard Operating Procedures (SOPs)

## PM-eBus Sewa- Payment Security Mechanism (PSM) for Procurement and Operation of Electric buses

Date: 30<sup>th</sup> October 2024

Ministry of Heavy Industries

Government of India





## TABLE OF CONTENTS

ABBREVIATION AND DEFINITIONS.....	3
1 INTRODUCTION.....	5
2 DURATION OF THE SCHEME .....	5
3 FRAMEWORK FOR OPERATIONALIZING AND IMPLEMENTING THE SCHEME.....	5
3.1 Eligibility criteria for PTAs to join the Scheme for e-buses.....	5
3.2 Eligibility criteria for OEMs/operators.....	5
3.3 Process to avail Scheme fund by e-bus OEMs/operators.....	6
3.4 Process for fund disbursement from Scheme fund to e-bus OEMs/operators .....	6
3.5 Repayment mechanism by PTAs/ State Govts/UTs in case of default by PTAs .....	6
3.6 Overview of PM-eBus Sewa-Payment Security Mechanism Scheme .....	7
4 BUSINESS RULES AND STANDARD OPERATING PROCEDURES.....	8
4.1 Business Rules to govern all processes.....	8
4.2 SOP for Master Records Updation .....	10
4.3 SOP for Information Sharing.....	10
4.4 Circumstances under which a PSM Request is permitted. ....	11
4.5 SOP for raising a PSM Request .....	15
4.6 Operating Guidelines for response to a PSM Request.....	16
4.7 SOPs for recouping the amount released under PSM Scheme.....	21
5 INFORMATION TECHNOLOGY PLATFORM .....	23

### LIST OF EXHIBITS

EXHIBIT 1: EVENTS LEADING TO PSM REQUEST FOR PAYMENT 1 (CHART 1A).....	13
EXHIBIT 2: EVENTS LEADING TO PSM REQUEST FOR PAYMENT 2 (CHART 2A).....	14
EXHIBIT 3:EVENTS LEADING TO PSM REQUEST FOR COMPOSITE PAYMENT (P1+P2) (CHART 3A).....	15
EXHIBIT 4: PROCESS FLOW FOR PAYMENT 1 IN RESPONSE TO A PSM REQUEST (CHART 1B).....	19
EXHIBIT 5: PROCESS FLOW FOR PAYMENT 2 IN RESPONSE TO A PSM REQUEST (CHART 2B).....	20
EXHIBIT 6: PROCESS FLOW FOR RECOUPING OF AMOUNT DISBURSED UNDER PSM .....	22

### LIST OF ANNEXURE

ANNEXURE 1 : DRAFT FORMAT OF UNDERTAKING TO BE GIVEN BY OEM/OPERATOR AT THE TIME OF RAISING OF PSM REQUEST .....	24
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## ABBREVIATION AND DEFINITIONS

In this report, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

1. **“BR”** shall mean Business Rules
2. **“CA”** refers to the Concession Agreement executed between PTA and OEM/Operator, by whatever name called (such as Operator Agreement, Contract etc.), for procurement / deployment / operation / maintenance of electric buses.
3. **“CESL”** means Convergence Energy Services Ltd., a wholly owned subsidiary of Energy Efficiency Services Ltd. (EESL), a JV of PSUs under Ministry of Power, Government of India, which is the implementing agency of PSM.
4. **“COD”** means Commercial Operations Date as specified in the Concession Agreement
5. **“DDM”** means the Direct Debit Mechanism.
6. **“e-buses”** means plug-in pure electric buses propelled by batteries.
7. **“Escrow Account”** is the bank account designated as an Escrow Account as per provisions of the Concession Agreement.
8. **“Escrow Agreement”** is the tripartite agreement between OEM/operator, PTA and Escrow Bank for operations and maintenance of Escrow Account, created as per provisions of the Concession Agreement.
9. **“Escrow Bank”** shall mean the Bank designated by the PTA and the Operator in which the Escrow Account is opened.
10. **“Default by PTA”** refers to the situation where a payment against the Operator invoice is not made by the PTA within the CA prescribed time due to insufficient funds in the Escrow Account.
11. **“GCC”** means the Gross Cost Contract for operation and maintenance of e-buses.
12. **“Guidelines”** shall mean the Scheme Guidelines for PM-eBus Sewa- Payment Security Mechanism (PSM) for Procurement and Operation of Electric buses as published by MHI
13. **“ISD”** represents the Invoice Submission Date, meaning the date on which the invoice is submitted by the Operator to the PTA under the provisions of the CA.
14. **“IT Platform”** means the Information technology-based portal which hosts the online system for PSM.
15. **“MoHUA”** shall mean the Ministry of Housing and Urban Affairs, Govt. of India.
16. **“MHI”** means the Ministry of Heavy Industries, Govt. of India
17. **“NEBP”** shall mean the National Electric Bus Program.
18. **“OEM”** shall mean the Original Equipment Manufacturer of the Electric Buses
19. **“Operator”** shall mean the e-bus operator with who the PTA has signed the CA for providing operations and maintenance services for the e-buses.
20. **“LPS”** shall mean Late Payment Surcharge payable by PTAs against a successful PSM disbursement in the form of interest @1% per annum in addition to the SBI's 3 years MCLR prevailing on the date of disbursement, compounded annually.
21. **“Payment 1”** or **“P1”** – shall mean, as per CA provisions, the first (ad-hoc) payment by the PTA to the Operator against the invoice raised.
22. **“Payment 2”** or **“P2”** - shall mean, as per CA provisions, the value of the operator's invoice approved by the PTA after reducing the amount already paid as **“Payment 1”** or **“P1”**.
23. **“PSM”** represents the PM-e Bus Sewa Payment Security Mechanism Scheme.

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24. **"PSM Request"** means the application by a Bus Operator to CESL for payment under PSM Scheme against a delay/default in payment by the respective PTA.
25. **"PSM Scheme"** or the **"Scheme"** means the PM-eBus Sewa-Payment Security Mechanism (PSM) Scheme
26. **"PTAs"** such as State Transport Undertakings (STUs), State Transport Corporations (STCs), Special Purpose Vehicles (SPVs) and any other Govt. agencies operating the bus service in India.
27. **"PSF"** shall refer to the PSM Scheme fund.
28. **"Prescribed"** means as provided in the Business Rules
29. **"Operator"** shall mean e-bus operator with who the PTA signs the Concession Agreement.
30. **"Scheme Fund"** shall mean PM-eBus Sewa-Payment Security Mechanism (PSM) Scheme Fund
31. **"SC"** shall refer to the Steering Committee constituted under the Scheme
32. **"SEA"** means the Supplementary Escrow Agreement as permitted in the Escrow Agreement.
33. **"SOP"** shall mean Standard Operating Procedure
34. **"UT"** shall mean Union Territory of India.

Any other term(s), not defined herein above but defined elsewhere shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this section.



## 1 INTRODUCTION

The PM-eBus Sewa-Payment Security Mechanism (PSM) Scheme (“the Scheme”)<sup>1</sup> has been formulated to mitigate payment risk and improve bankability for OEMs/Operators who have entered into Concession Agreements (CAs) with Public Transport Authorities (PTAs). This Scheme will ensure timely payments to OEMs/operators through a dedicated Payment Security Mechanism Fund, to be setup under the Scheme, which would subsequently be recouped from PTAs/States/UTs.

## 2 DURATION OF THE SCHEME

The Scheme shall provide payment security coverage for up to 12 years for each bus deployed under the Scheme.

## 3 FRAMEWORK FOR OPERATIONALIZING AND IMPLEMENTING THE SCHEME

The eligibility criteria for PTAs, OEMs/operators to participate in the scheme and the implementation mechanism for various activities under the scheme is explained below:

### 3.1 Eligibility criteria for PTAs to join the Scheme for e-buses

PTAs meeting the following criteria will be eligible to participate in the Scheme:

- a. the PTAs who adopt the Gross Cost Contract (GCC) model for procurement of e-buses that is aligned with Scheme Guidelines. However, PTAs procuring buses through any other similar models, may also be considered subject to approval by the Steering Committee, and
- b. their parent States/UTs register the Direct Debit Mandate (DDM) with RBI for availing the Scheme Funds by their PTAs for the entire duration of the Scheme. Under DDM, the States/UTs shall provide an undertaking that in case the PTA fails to recoup the Scheme fund, MHI would request RBI to invoke the DDM. RBI will debit the account of State/UT, subject to availability of clear and sufficient balance in the account at the time of executing the mandate and credit the amount. Clear balance in the account of State Government means the amount held in such account excluding minimum balance, operating limit under special drawing facility, authorised limit under ways and means advances and overdraft. The DDM submitted under the Scheme, will be valid for all GoI sponsored schemes for procurement and operation of e-buses, and
- c. they procure and operate e-buses with aggregation by Convergence Energy Services Limited (CESL) under any GoI/State Govt/UT Scheme, where the CA adheres to the Scheme Guidelines.
- d. In case PTAs are directly procuring e-buses (without CESL), then their request for participation under the Scheme can be considered by the Steering Committee (SC)

### 3.2 Eligibility criteria for OEMs/operators

Those OEMs/operators who enter into CAs with PTAs satisfying eligibility criteria as mentioned at para 3.1 shall be eligible for availing Scheme fund.

<sup>1</sup> The Scheme is not a Dispute Resolution forum between the PTA and the Operator. It does not purport to advising on, evaluating or monitoring of the performance of either the Operator or the PTA under the Concession Agreement. It is not a substitute for any contractual or regulatory obligations arising out of the Concession Agreement or any agreement or from applicable regulations. All stakeholders who are participating in this Scheme must ensure to carry out their obligations without any recourse to this Scheme.



### 3.3 Process to avail Scheme fund by e-bus OEMs/operators

- a. PTAs shall open and maintain an Escrow Account as specified in the CA.
- b. The OEMs/operators will submit regular bill/invoice to PTAs, in accordance with the timelines specified in the CA.
- c. The PTAs shall process the bill/invoice in accordance with the provisions of the CA.
- d. If insufficient funds in the Escrow Account result in delay/non-payment by PTAs within the prescribed time as per CA, then the event will be called as “Default by PTA”.
- e. Such defaults by PTAs will be reported to CESL and the OEMs/operators may submit a request to CESL (PSM Request) to invoke the Scheme fund.
- f. CESL shall develop and maintain a technology-based platform that shall enable the OEMs/operators to submit their request for invoking the Scheme fund

### 3.4 Process for fund disbursement from Scheme fund to e-bus OEMs/operators

- g. CESL shall review, verify and approve the PSM request of OEMs/operators.
- h. If CESL finds that the request of the OEMs/operators is in accordance with payment related terms of the CA i.e. Payment timeline and Payment proportion, Scheme Guidelines and the SOPs, then CESL shall disburse the approved amount from Scheme Fund to the Escrow Account created under CA.

### 3.5 Repayment mechanism by PTAs/ State Govts/UTs in case of default by PTAs

The repayment mechanism by the PTAs/ State Govts/UTs to Scheme is as follows:

#### i. Repayment from PTAs to Scheme

- a. PTAs are required to repay to the Scheme fund, the entire amount disbursed from the Scheme fund to the OEMs/operators along with Late Payment Surcharge (LPS), within 90 days from the date of its disbursement.
- b. During this period, PTAs will be levied an interest in the form of Late Payment Surcharge (LPS), on the amount to be repaid.
- c. The LPS would be levied @1% per annum in addition to the SBI's 3 years MCLR prevailing on the date of disbursement, compounded annually.
- d. The number of days of delay for which LPS will be applicable will start from the date of disbursement to OEMs/operators up to the date of payment received from the PTAs/State Govts/UTs.

#### ii. Recouping of Scheme funds through Direct Debit Mandate (DDM)

- a. In case the PTAs fails to repay the entire amount disbursed from the Scheme Fund along with Late Payment Surcharge (LPS) within 90 days from the disbursement date, Ministry of Heavy Industries (MHI) would request RBI to invoke the DDM.
- b. RBI would transfer the money to the scheme fund by debiting the account of the State Government/UTs, subject to availability of clear and sufficient balance in the account at the time of executing the mandate. Clear balance in the account of State Government means the amount held in such account excluding minimum balance, operating limit under special drawing facility, authorised limit under ways and means advances and overdraft.
- c. This will also include the LPS as mentioned at para 3.5 (i)
- d. The number of days of delay for which LPS will be applicable will start from the date of disbursement of scheme funds to OEMs/operators up to the date of transfer of money to the scheme fund by debiting the account of State Governments/UTs

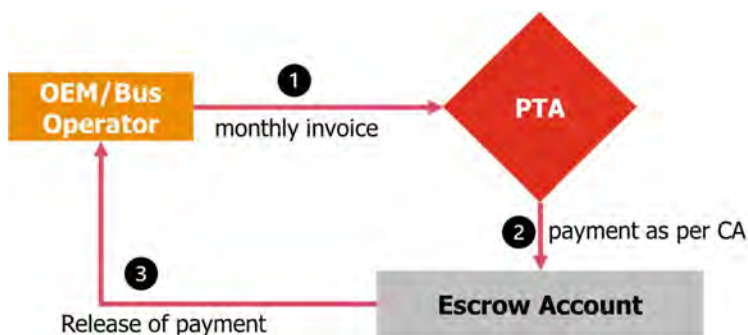
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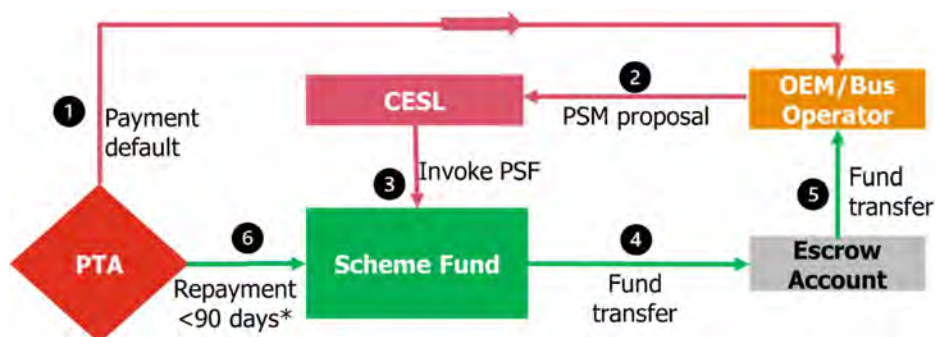
### 3.6 Overview of PM-eBus Sewa-Payment Security Mechanism Scheme

A flow chart showing the process of invocation of fund, its flow and repayment mechanism is as follows:

#### i. Business-As-Usual (BAU) - Payment by PTAs

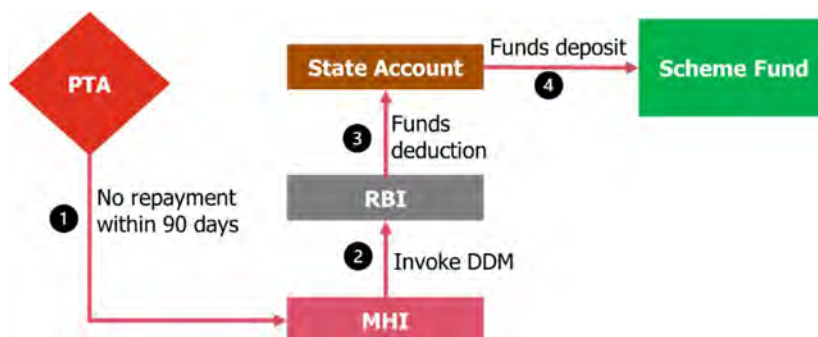


#### ii. Payment Default by PTAs



\*Repayment amount shall include LPS @1% per annum in addition to the SBI's 3 years MCLR prevailing on the date of disbursement, compounded annually.

#### iii. Invocation of DDM through RBI





#### 4 BUSINESS RULES AND STANDARD OPERATING PROCEDURES

For aiding the operationalisation of the PSM Scheme, Business Rules (BR) and Standard Operating Procedures (SOPs) have been developed.

The Business Rules and SOPs are proposed on the back of an Information Technology Platform. All applications, information sharing and processing will be through this platform. The BR and SOP are provided for the following different stages:

- 1) Business Rules to govern all processes
- 2) SOP for Master Records and Information sharing on the IT Platform
- 3) Circumstances under which PSM Request is permitted
- 4) SOP for raising a PSM Request by the Operator
- 5) SOP to respond to a PSM Request by CESL
- 6) SOP for recoupment of the PSM amount.

The Business Rules and SOPs are provided below. All references to time limit is in calendar days. In case the stipulated day is a holiday, the concerned stakeholder must complete the task on the previous day or days without affecting the overall timeline.

##### 4.1 Business Rules to govern all processes

Following are the Business Rules governing the SOPs.:

- a) All PTAs and Operators must register on the IT Platform by filing in requisite details. State/UT Governments need not register but should be kept informed regarding all events involving (i) raising of a PSM Request, (ii) disbursement against a PSM Request, (iii) recoupment against a PSM disbursement made and (iv) invoking of DDM, if any. Communication should be directed to the appointed nodal officers of State Govt./UT **via automated emails**. State Govt/UT to communicate the name of nodal officer(s) to CESL.
- b) Registration on the Portal will require Know Your Customer (KYC) details and all nodal officer(s) details (Name/Email/Phone number). Once registered, use of the portal such as login, submission, editing, viewing etc can be done through One Time Password (OTP) on the designated phone number of the agency inserted at the time of registration.
- c) The OEM/Operator to update the details on the IT portal of the invoices that are raised and submitted to the PTA in terms of date, billing period, invoice amount, Date of Invoice Submission (ISD) to the PTA etc. within 7<sup>2</sup> days of the end of billing cycle as per CA. The invoice copy need not be shared (invoice copy to be shared if and only when PSM Request is made) but all requisite details as required on the IT platform must be posted.
- d) Within 7<sup>2</sup> days of Invoice Submission Date (ISD+ 6 ), PTA to convey its approval for the immediate release of "Payment 1" or "P1" **OR** register its inputs on the IT Platform on prima facie incompleteness or errors in the invoices submitted, if any.
- e) The OEM/operator to update the details of the concerned invoice against inputs provided by the PTA, if any and re-submit the details. The process of correction can be done multiple times. The Operator to ensure that updated details are submitted in the system immediately upon receiving inputs from the PTA.

<sup>2</sup> The timeline is for illustration purpose on the basis of PM e-Bus Sewa Concession Agreement. The actual timelines will be decided as per the timelines mentioned in the respective CA.

- f) PTA to convey its approval for the immediate release of “Payment 1” or “P1” on the basis of updated details provided by the OEM/operator.
- g) If the PTA fails to approve an invoice pursuant to the above, within 15 (fifteen) days from the date of submission of such Invoice (ISD+14), the Invoice shall be deemed to be approved as per CA (only if such clause is available in CA).. **Only those invoices whose details have been posted within the invoice submission timeline will be eligible for the Scheme.**
- h) PTAs must regularly update the status of all invoices in terms of approved/paid or partly paid on the IT Platform.
- i) PSM requested on account of disputed invoices will not be considered for PSM Scheme and will be declined. However, in such cases the PTA must provide valid proof of dispute and restriction in payment in terms of
  - an order of the competent Court or Tribunal or a dispute resolution agency as per Concession Agreement restricting or prohibiting or staying payment, and/or
  - any existing status of termination of the Concession Agreement

The PTA must post this information along with supporting documents immediately upon the availability of above documents, the documents must clearly mention if the restriction in payment is against any particular invoice or on the entire CA . In the absence of such information with supporting documents, **it will be assumed that there is no such restriction.**

- j) Unpaid or partly paid Invoices which become undisputed later, can be considered by Scheme later based on clear evidence of end of dispute being certified by PTA. Such invoices will become eligible for PSM Scheme by introducing them for PSM if the default in their payment lasts over 30 days after they become undisputed. Supporting documents certified by PTA signalling end of dispute must be posted by the Operator along with documents along with the PSM Request. The PSM Request can be made from 31<sup>st</sup> day to 45<sup>th</sup> day after they become undisputed. In this case Payment Certificate from the PTA will be required.
- k) PSM Requests can be raised for both not paid or partially paid overdue invoices.
- l) PSM Request against overdue Payment 1 (P1) will be considered against both approved or a deemed approved invoice. The exact proportion of P1 will be as stipulated in the Concession Agreement<sup>3</sup>. If the stipulated proportion is say 90% of invoice value, PSM will consider 90% under P1, even if the invoice is approved for a lower proportion for P1 by the PTA. Further, in the event, part payment is made under P1 less than the stipulated 90%, the balance amount to reach 90% will be considered under PSM. However, Operator has the right to raise the PSM Request for a lower proportion.
- m) PSM Request against overdue Payment 2 (P2) for the balance proportion of the invoice value can be honoured *only* based on approved invoice accompanied by a Payment Certificate issued by PTA that clearly provides the amount payable after deductions on account of (i) net payable km, (ii) damages and fines, (iii) previously paid amounts for same invoice, (iv) TDS etc.
- n) PSM Requests can be made for the full invoice (both P1 and P2 together) for a fully approved invoice under the composite payment option. Under this request, only the net approved amount of the invoice after deductions will be considered for payment under the Scheme.

<sup>3</sup> This SOP considers 90% of invoice value for Payment 1 and balance 10% under Payment 2 as an illustration. The exact proportions will be in accordance with the Concession Agreement.



- o) The IT Platform will be configurable and flexible to accommodate different contractual payment thresholds under different contracts.
- p) PSM Requests can be made only during the specific timelines as mentioned in the clause 4.5, beyond which Operators cannot raise the PSM Request.
- q) PSM Request will get rejected as per the conditions mentioned in the clause 4.6
- r) CESL shall release amounts against approved PSM Requests through Scheme Fund to the Escrow Account of the respective CA.
- s) CESL will propose any changes required to the Business Rules for best operationalisation and implementation of the Scheme to the Steering Committee from time to time.

Based on above Business Rules, SOPs are formulated as described in the next section.

## 4.2 SOP for Master Records Update

- a) Master details sharing by the State Govt/UT
  - i) The details of the Nodal Officer including the email IDs for sharing the information on PSM Request, recoupment status and DDM invocation.
  - ii) The details of the Nodal officer at PTA who will be the Principal Officer for PSM Scheme management, he will have the Admin rights for the IT portal.
- b) Master details update by the PTA
  - i) Enter details of nodal officer and different other officers of the State Government and the PTA and create their IDs and sub-IDs for assigning different roles and responsibilities to them, and to keep these IDs updated at all times since the IT Platform will send notifications to these IDs.
  - ii) Upload requisite details of the Concession Agreements like contract details, payment terms, details of Escrow Bank created under the respective CA etc.
  - iii) Updating the status of the invoices, payments, disputes etc.
  - iv) Any other information which is required on the IT portal.
- c) Master details update by the OEM/Operator
  - i) Enter details of nodal officer and different other officers and create their IDs and sub-IDs for assigning different roles and responsibilities to them, and to keep these IDs updated at all times since the IT Platform will send notifications to these IDs.
  - ii) Enter requisite details of the concession agreement
  - iii) Any other information which is required on the IT portal.

## 4.3 SOP for Information Sharing

. The information sharing to be carried out as follows.

- a) The OEM/operator will report on the IT platform the following information about invoices submitted to the PTA, within 7 days of the end of billing cycle as per CA<sup>4</sup> :

<sup>4</sup> The timeline of 7 days is for illustration on the basis of PM e-Bus Sewa Concession Agreement. The timelines will be entered as per invoice submission timeline given in the respective CAs.



- Information on monthly invoices along with invoice number and date, invoice amount including and excluding the taxes, date of submission etc. (Monthly)
  - Copy of invoice (Only for invoices for which PSM Request is made)
  - Status of invoice, whether approved or pending. (Monthly)
  - Any other details as required.
- b) Within 7<sup>4</sup> days of Invoice Submission Date (ISD+6), PTAs to convey its approval for the immediate release of “Payment 1” or “P1” or register their inputs on the IT Platform on any prima facie incompleteness or errors in the invoices submitted, if any.
  - c) The OEM/operator to update the details of the concerned invoice against inputs provided by the PTA, if any and re-submit the details. The process of correction can be done multiple times. The Operator to ensure that the updated details are submitted in the system immediately upon receiving inputs from the PTA.
  - d) PTA to convey its approval for the immediate release of “Payment 1” or “P1” on the basis of updated details provided by the OEM/operator.
  - e) If the PTA fails to approve an Invoice pursuant as above, within 15 (fifteen) days from the date of submission of such Invoice (ISD+14), the Invoice shall be deemed to be approved as per the available details of the Invoice in the IT portal (for raising PSM Request subsequently). **Only invoices whose details have been posted within the invoice submission timeline will be eligible for Scheme.**
  - f) In case of any dispute between PTA and the Operator as per the provisions of the CA, the PTA will declare the Invoice under Dispute and post on the IT Platform the “*Acceptance of Termination from PTA and Operator*” or “*Resolution of the City / State Dispute resolution Committees*” as provided in the Concession Agreement or “*Arbitration Award*” or “*Order of the Competent Court*” within the timeline provided in the point I above.
  - g) Any invoice declared to be under dispute by the PTA with documentary evidence will be considered as Disputed Invoice until both parties communicate end of the dispute. In case the dispute leads to the termination of the CA, PTA will provide the necessary documents to support the status of the contract. The Disputed Invoices will not be eligible for the PSM Scheme.
  - h) The PTA will share the following information on the System
    - a. Status of approval of invoice (monthly)
    - b. Paid / partly paid status with amount paid, if any. (as and when paid)
    - c. Information on Disputed Invoice if applicable (As per occurrence)

The above information shall become the basis for review and approval of PSM Requests by CESL. More information requirements and functionalities can be added. The IT Platform will provide summaries of above information in terms of total amount due and overdue.

#### 4.4 Circumstances under which a PSM Request is permitted.

Almost all CAs provide for payment of every invoice in two parts. A first proportion of the invoice value gets paid out as Payment 1. The balance Payment 2 is paid after the required adjustments by the next month. If the Authority fails to approve the invoice within certain number of days (For Eg. 15 days), the full Invoice will be considered Deemed Approved<sup>5</sup> and the Operator can approach the Escrow bank for the release of the Invoice Amount.

<sup>5</sup> if such a provision is available in CA, else only approved invoices will be considered.

The circumstances under which PSM Request can be raised will be different for Payment 1 and 2. This is primarily because

- (i) BR specify that PSM Requests can be raised within a certain time-window only. Request time windows will differ for each payment due to different times when they become due and overdue.
- (ii) PSM Request can be entertained for Payment 1 based on both an approved or a deemed approved invoice while for Payment 2, it can be entertained only for an approved invoice.

The SOP for processing PSM Requests is thus divided into two separate processes for Payment 1 and Payment 2. The actual timelines may change in different CAS and can be configured at the back end in the IT Platform based on submissions if and when so required.

#### **PSM Request for Payment 1:**

In the normal course, the Operator submits the invoice in the mandatory time window given the CA (For eg within 7 days of the end of billing cycle). Within first 7 days, in the normal course, the PTA conveys its approval for release of Payment 1 (say 90% of invoice value) and upon approach, the Escrow Bank may release the same in stipulated days. There is no PSM Request in this situation.

However, events triggering the PSM Request for Payment 1 is permitted at the juncture when any of the following events happen:

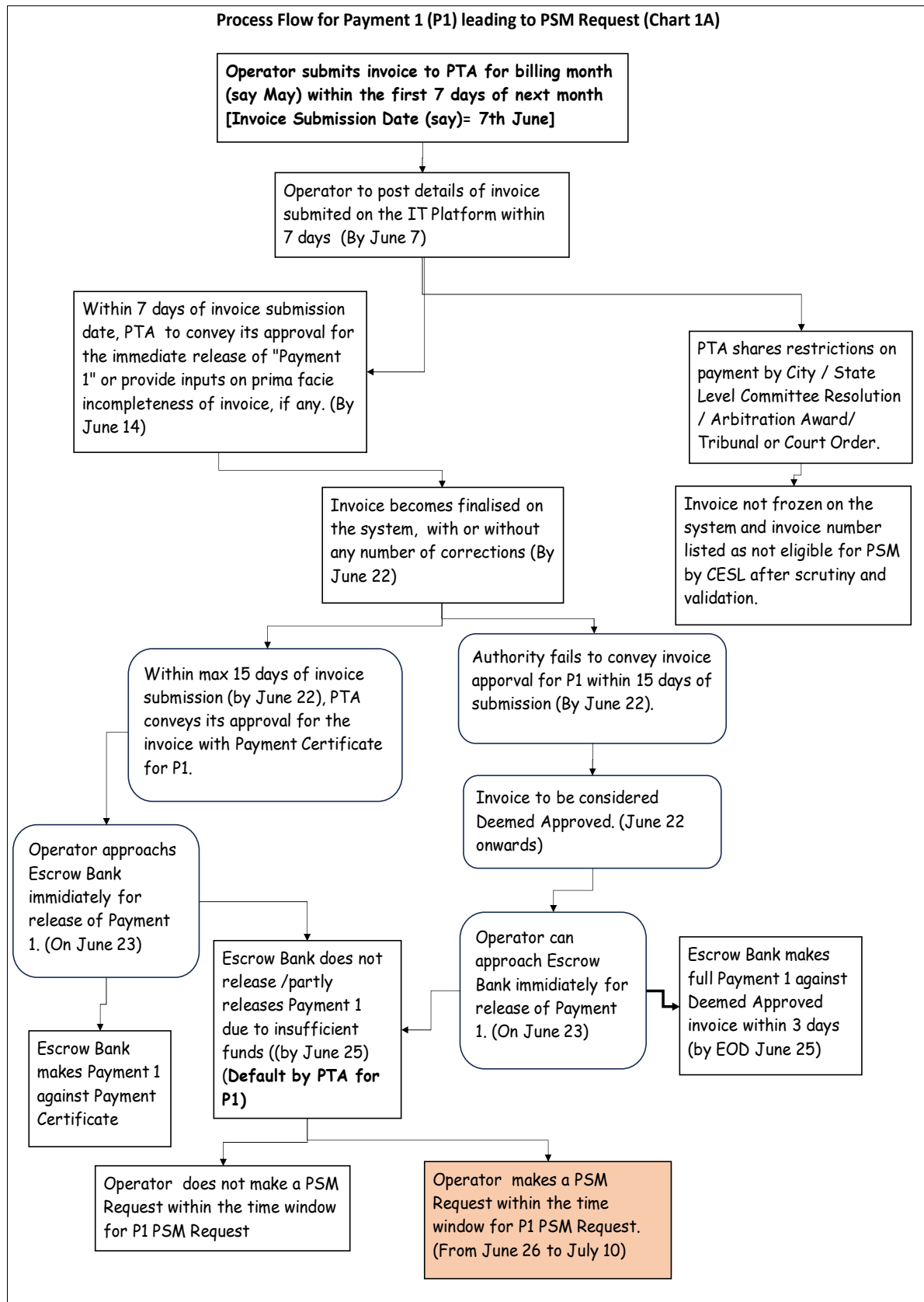
- a) In case the Escrow Bank, despite a conveyance of approval being received by it, for insufficiency of funds in Escrow Account, does not release Payment 1, or only partly releases Payment 1 within say 3 days, it can be considered as **Default by PTA** leading to PSM Request. or
- b) If the PTA does not approve the invoice in 15 days of receipt, the invoice becomes deemed approved (only if such condition of deemed approved invoice is mentioned in CA) and from day 16, the Operator can approach the Escrow Bank for Payment 1. Again, if the Escrow Bank does not release or only partly releases Payment 1 against a deemed approved invoice in 3 days due to insufficient funds in the Escrow Account, it is another case which can be considered as Default by PTA leading to a PSM Request.<sup>6</sup>

Chart 1A describes the situation leading to the PSM Request for Payment 1. Dates are given as an illustration.

<sup>6</sup> It is assumed that the Escrow Bank will have sufficient instructions to pay upon being approached by the Operator with a deemed approved invoice such that in the presence of a fund balance, no case of non-payment arises.



## Exhibit 1: Events leading to PSM Request for Payment 1 (Chart 1A)



Signature :-  
 Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
 OID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
 SERVICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Signature : 35AC49A8F409F7A17642029CA001A5



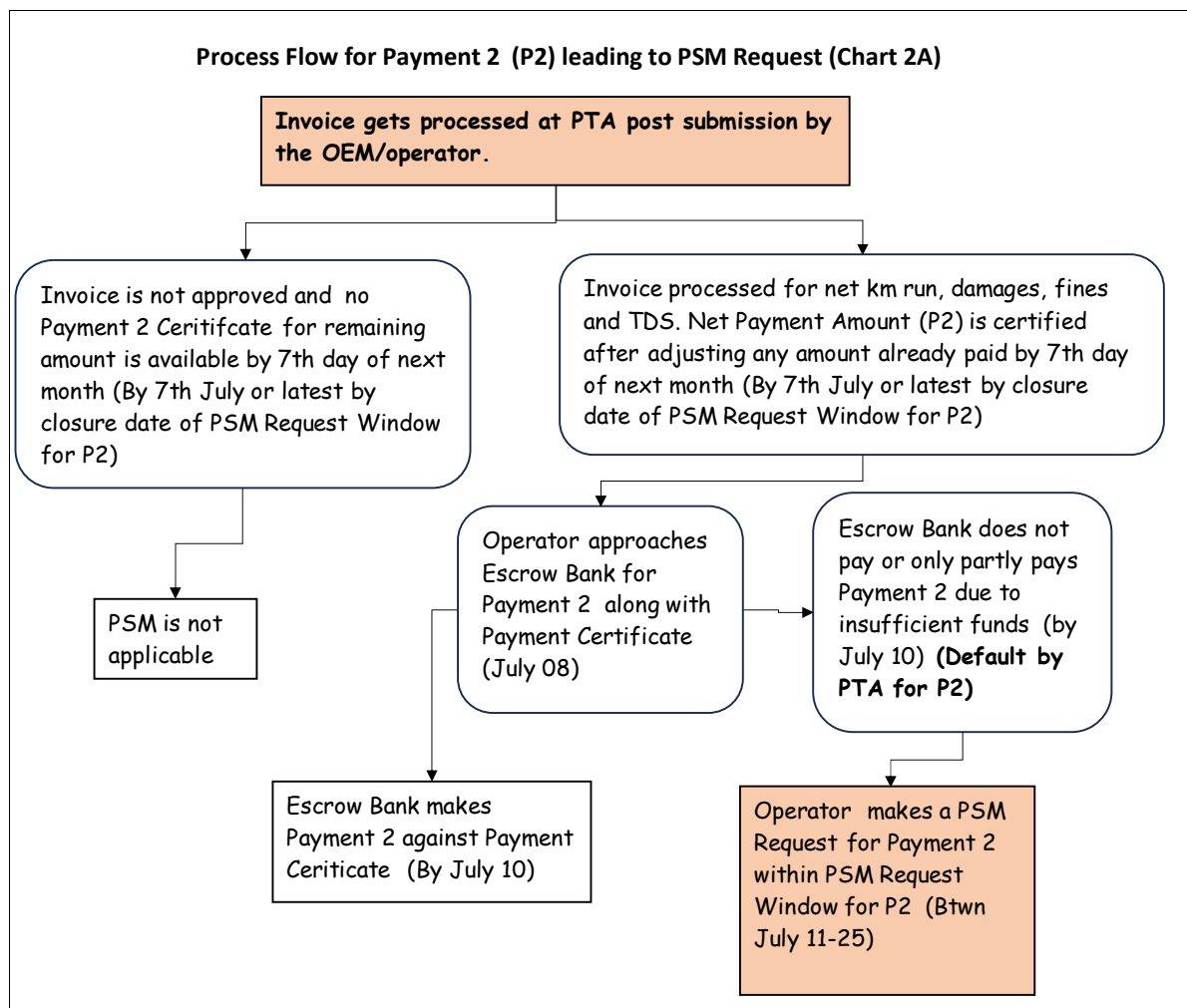
### PSM Request for Payment 2:

Payment 2 normally becomes due over a month after submission, giving time for adjustments and deductions. If invoice is approved in the stipulated period being by say 7<sup>th</sup> day of the next month, it can be taken to the Escrow Bank for payment under the following circumstances:

- In case the Escrow Bank, despite a Payment Certificate for Payment 2 being received by it, for insufficiency of funds, does not release Payment 2, or only partly releases Payment 2 within 3 days, it can be considered as **Default by PTA** leading to PSM Request.
- If the PTA does not approve the invoice by the stipulated period, and the Operator approaches the Escrow Bank for Payment 2. However, if the Escrow Bank in this case does not release or only partly releases Payment 2, as per the BR, it is *not* a situation leading to PSM Request as the invoice is not approved.

Chart 2A describes the situation leading to the PSM Request for Payment 2.

### **Exhibit 2: Events leading to PSM Request for Payment 2 (Chart 2A)**



### PSM Request for Composite Payment Option of full invoice:

It is possible that Payment 1 is not made to the Operator as per the Concession Agreement in time and the Operator may not still choose to trigger the PSM request despite a situation of PTA Default for P1. In such a situation, it may wait for approval and payment of both P1 and P2 at the time of

Signature  
Subject: CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf40  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID: deepak.mittal  
Email ID: deepak.mittal@convergenceenergy.com

**Exhibit 3: Events leading to PSM Request for Composite Payment (P1+P2) (Chart 3A)**



- a) The Operator can raise a PSM request on the IT Platform by identifying the invoice, and Payment number (Payment 1, 2 or Composite). Such request shall be submitted through predefined form(s) available on the platform accompanied by details of invoice and other details as specified.
- b) Only operator invoices previously posted and finalized on the system as described in the previous clauses are eligible for raising PSM Request under the Scheme.

Page 15 of 24

- c) Submission of PSM Request made through other modes of communication such as email, fax or physical submission will not be considered as valid submission.
- d) Only PSM Requests made within the PSM time window can be entertained. The PSM Request time window is defined in the below table. Requests made during any other time window will not be accepted by the system.

Payment Amount	Status of Approval permitted	Eligible for PSM Request (Days)	Time window for PSM Request
First Proportion of the Submitted invoice.... (P1)	Deemed Approved or Approved for Payment 1 by PTA.	After completion of the PTA approval time + deemed approval time + Escrow Bank payment time (3 days)	Invoices become finalised by ISD + 14 days or otherwise invoice becomes deemed approved. If not paid/partly paid by Bank by ISD + 17 days, PSM Request window for P1 starts on ISD + 18 days and ends on ISD + 33 days (i.e. 15 days window for raising PSM Request). (Illustration given in Chart 1A)
Balance Proportion of the Submitted invoice.....(P2)	Invoice fully approved by PTA with net payment certificate	After completion of the PTA approval time + Escrow Bank payment time (3 days)	Payment 2 to be processed in normal course by 7 <sup>th</sup> day of next month. Operator approaches Escrow Bank on 8 <sup>th</sup> Day. If not paid/partly paid by Bank by 10 <sup>th</sup> Day, PSM Request Window for P2 is open for 15 days between 11 <sup>th</sup> Day to 25 <sup>th</sup> Day of the next month. (Illustration given in Chart 2A)
Composite Payment Option (C = P1 + P2)	Invoice fully approved by PTA with net payment certificate.	In case both Payment 1 and Payment 2 are pending.	Same as P2, provided only Nil payment has been made for P1. (Illustration given in Chart 3A)

- e) Invoices which have missed the above time window on account of either technical errors of the PSM IT portal or because the invoice is no longer in a dispute situation, can apply for PSM Request through a special widow created on the IT platform. (Special Window). The Operator to provide the evidence to be allowed for the Special Window. CESL may accept or reject the request on the basis of the facts for the respective incident.
- f) Upon successful submission of the PSM Request by the Operator, the IT Platform will generate a ticket number for each request. It will also automatically intimate the PTA and State Government/ UT administration of such a request having been submitted.

#### 4.6 Operating Guidelines for response to a PSM Request

Flow charts 1B and 2B respectively show the sequence of events for processing of PSM Requests for Payment 1 and Payment 2/Composite Payment respectively by CESL. Dates are given for illustration as per PM-eBus Sewa Concession Agreement timelines.

The following SOPs will be used for processing a PSM Request:

- i) System will process Payment 1 as follows:
  - a. System will consider it valid for both deemed approved and approved invoices.
  - b. System will set maximum payment upto limit set for Payment 1 as per Concession Agreement (say 90%)
  - c. System will calculate Remaining Payment (RP) by deducting any payment previously made against this invoice, if any.
- ii) SOPs to process Payment 2 are as follows:
  - a. Valid for only approved invoices. (System will reject if deemed approved and payment certificate not attached)
  - b. Maximum payment set to limit for Payment 2(<10%)
  - c. Amount payable will be calculated as follows: Net Payment Amount as per Certificate less limit set for Payment 1. [If invoice value is say Rs 100, and Net Payment Amount is Rs. 94, it will process Payment P2 for Rs. 04/- (94-90)].
- iii) SOPs to process Composite Payment Request is as follows:
  - a. Valid for only fully approved invoices for which no previous PSM Request has been made. (System will reject if invoice is deemed approved and if payment certificate not attached)
  - b. Maximum payment set to approved invoice value
  - c. Amount payable will be calculated as follows: Approved invoice amount less any payments made earlier under this invoice by PTA.
- iv) System will prepare PSM Request report with ticket number for CESL review, verification and approval highlighting all details such as documents, invoice status etc.
- v) CESL will reject/decline the PSM Request only if the following is observed during the evaluation of the request.
  - a. Eligibility criteria as per Scheme Guidelines not met; and/or;
  - b. The invoice is not submitted within the prescribed PSM time window as mentioned in clause 4.4 and does not merit special consideration for delay due to any end of dispute or technical error issues.
  - c. Non submission of an undertaking by the Operator saying that in case of any excess payment/wrong claim by the OEM/operator under the PSM Scheme, it will repay the same to Scheme Fund along with Late Payment Surcharge (the interest rate as specified in the Scheme). Format is attached as Annexure 1.
  - d. A court order staying or restricting the payment or evidence of termination done has been issued to the Operator as per CA .
  - e. Request is not in accordance with (i) payment related provisions of the Concession Agreement such as billing period, proportion of payment and invoice submission date (ii) Scheme Guidelines and (iii) SOP.
- vi) CESL will not evaluate or verify details of the invoices which is a direct responsibility of the PTAs. CESL shall only limit itself to the checking of Invoice date, due date of the invoice, timeline for making the payment for the invoice against which PSM Request is made without going into the veracity of the invoice. Overall, evaluation of the invoice will continue to be done by the PTA according to its own practices and the PSM Scheme will not be a substitute for any such contractual or regulatory obligation of the PTA.
- vii) PSM Requests made through a Special Window for delayed PSM Requests will be considered through attached documentation only if the delay in PSM Request was due to
  - (a) end of dispute invoice which is overdue beyond 30 days from end of dispute and request



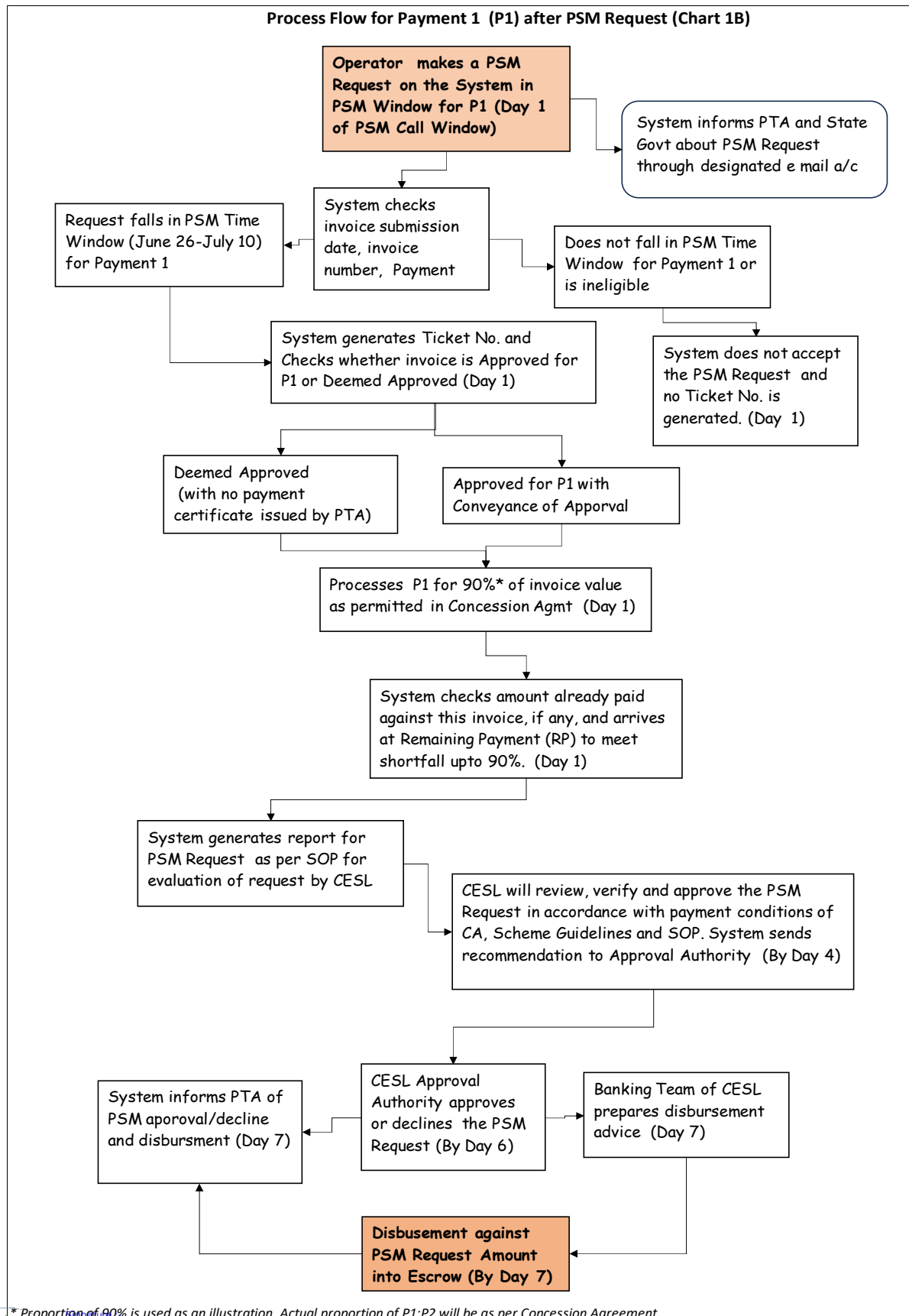
for payment (b) technical error on the PSM IT portal which made the submission impossible. End of dispute invoices must be accompanied by recent letter/certificate from the PTA indicating that the concerned invoice is no longer under dispute, is eligible for payment and the amount payable. The evidence of technical error must be reported and acknowledged by PSM IT portal helpdesk within the prescribed timeline.

- viii)CESL will process the PSM Request and prepare payment advice for payment to be released into the Escrow Account from the Scheme Fund.
- ix) Following a disbursement from CESL to the Escrow Bank, the Bank will receive a System generated e-mail on the disbursement with details of release (Operator, amount, date etc.).
- x) Upon release, the Operator, the State Government/ UT administration, and the PTA will also receive email intimation of release on the System and Operator/PTA can approach the Escrow Account for payment.
- xi) The system will generate a PSM Request report, broadly with the following components:
- a. Name and details of the PTA
  - b. Name and details of the Department of the State Government/ UT administration.
  - c. Payments Advice with amount of release and basis for calculation.
  - d. PSM ticket number and date
  - e. Details of the invoice for which PSM amount is disbursed with date and Escrow account number
  - f. PSM amount repayment timeline and amount to be repaid by the PTA with interest.

The above report will be sent to PTA and State Government/ UT administration on the registered email IDs through the automated notifications from PSM IT Platform.



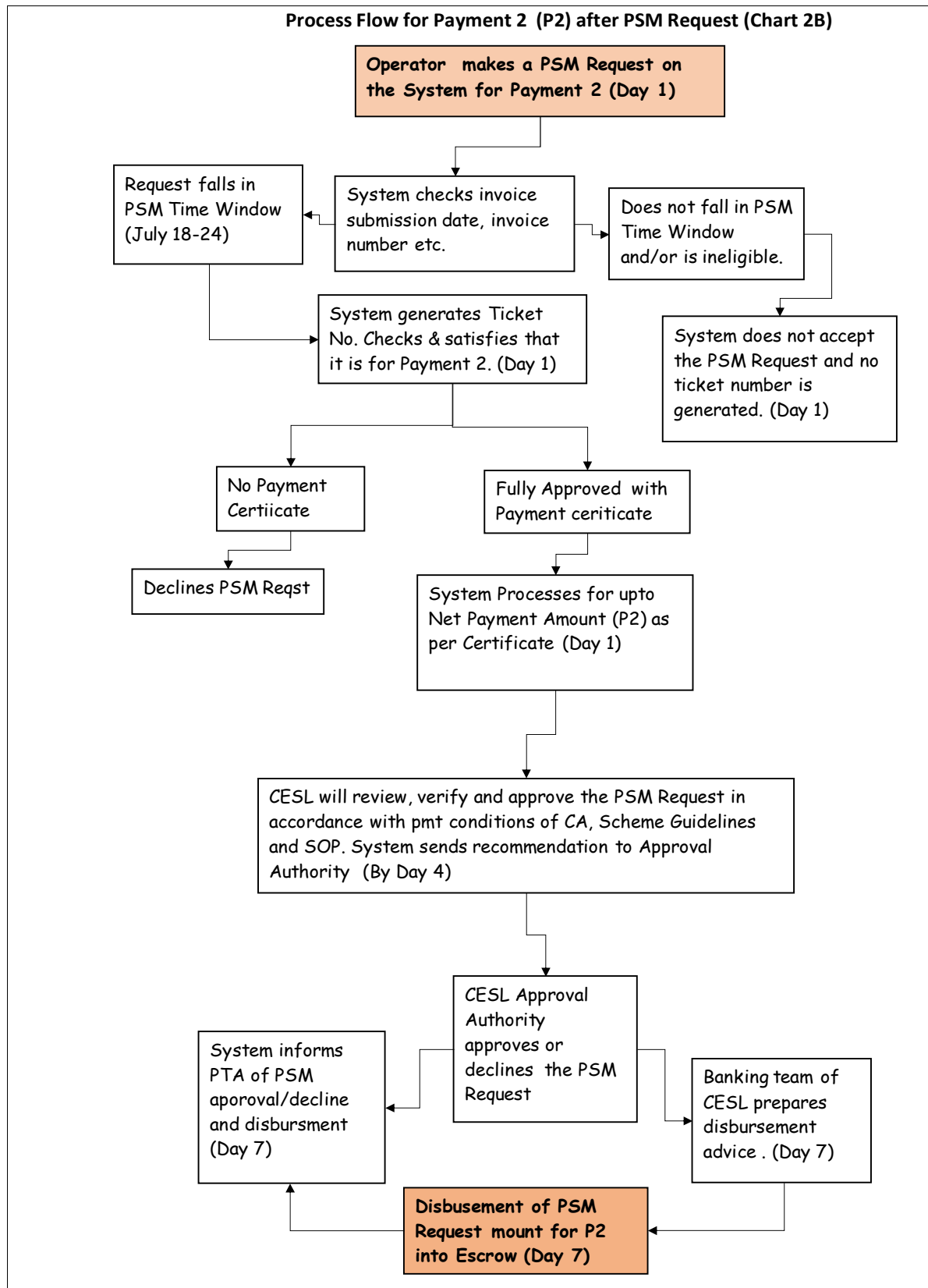
#### Exhibit 4: Process Flow for Payment 1 in response to a PSM Request (Chart 1B)



\* Proportion of 90% is used as an illustration. Actual proportion of P1:P2 will be as per Concession Agreement.



**Exhibit 5: Process Flow for Payment 2 in response to a PSM Request (Chart 2B)**



#### 4.7 SOPs for recouping the amount released under PSM Scheme

The PSM Scheme provides for recouping of the amount disbursed under PSM Scheme to the Operator as per Exhibit 6 as per following stipulations:

- a) PTAs are required to repay to the Scheme fund, the entire amount disbursed from the Scheme fund to the OEMs/operators along with Late Payment Surcharge (LPS), within 90 days from the date of its disbursement.
- b) During this period, PTAs will be levied an interest in the form of Late Payment Surcharge (LPS), on the amount to be repaid.
- c) The LPS would be levied @1% per annum in addition to the SBI's 3 years MCLR prevailing on the date of disbursement, compounded annually.
- d) The number of days of delay for which LPS will be applicable will start from the date of disbursement to OEMs/operators up to the date of payment received from the PTAs/State Govts/UTs.
- e) In case the PTAs fails to repay the entire amount disbursed from the Scheme Fund along with Late Payment Surcharge (LPS) within 90 days from the disbursement date, Ministry of Heavy Industries (MHI) would request RBI to invoke the DDM.
- f) RBI would transfer the money to the scheme fund by debiting the account of the State Government/UTs, subject to availability of clear and sufficient balance in the account at the time of executing the mandate. Clear balance in the account of State Government means the amount held in such account excluding minimum balance, operating limit under special drawing facility, authorised limit under ways and means advances and overdraft. This will also include the LPS as mentioned in Scheme Guidelines.
- g) The number of days of delay for which LPS will be applicable will start from the date of disbursement of Scheme Funds to OEMs/operators up to the date of transfer of money to the Scheme Fund by debiting the account of State Governments/UTs.

For the recoupment of PSM amount following process will be followed.

- a) The IT Platform will generate weekly reminders to the PTA and stipulated nodal officer in the respective State Government/ UT administration for repayment of PSM amount consisting of details of the amount due.
- b) Upon successful payment of the due PSM amount by the PTA within the specified timeline, the system will generate a payment receipt and will close the particular PSM Scheme request permanently.
- c) If the PTA fails to repay the PSM amount within the specified timelines to the Scheme Fund, CESL shall submit the proposal for invocation of DDM to the Steering Committee.
- d) The Steering Committee, as per its decision, may request invocation of DDM to MHI. The MHI would request RBI for invocation of DDM.
- e) In case of invocation of DDM, the LPS will be calculated and charged as per below process:

**Step 1** – CESL will calculate the LPS from the date of disbursement from the PSM funds to the date of proposal put up to the Steering committee for invocation of DDM.

**Step 2** – RBI will invoke the funds on a subsequent date and recoup the PSM fund.

**Step 3** – CESL will calculate the LPS for the balance number of days i.e. the number of days between the date of the proposal put up to the Steering Committee and the actual date of recoupment of PSM fund by RBI.

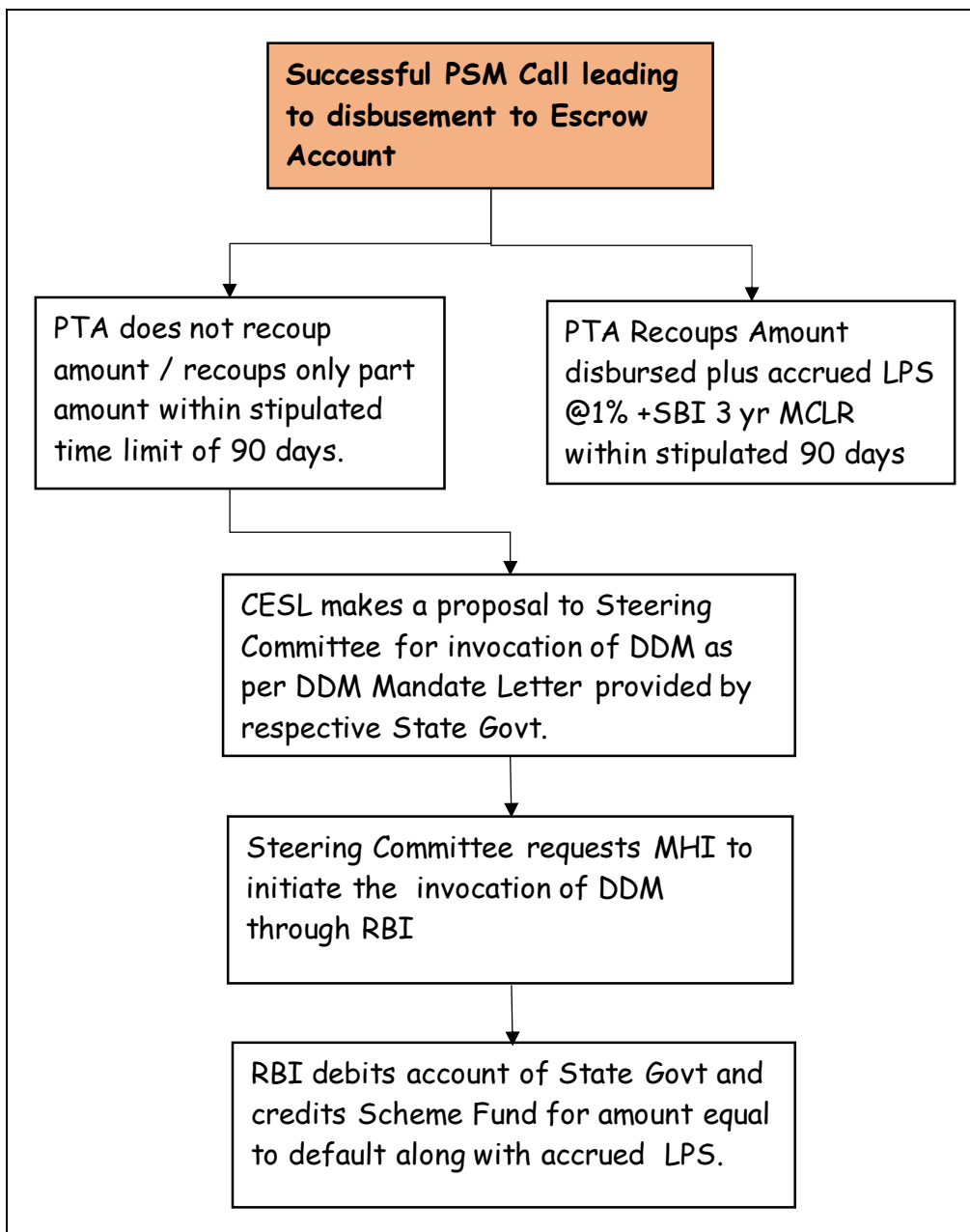
**Step 4** – CESL will ask PTA to pay the balance LPS as calculated in Step 3.



**Step 5** – In case if the LPS is not paid by the PTA within 30 days from the date of intimation to the PTA, then CESL will again put up the proposal for invocation of DDM to Steering Committee for the recovery of the balance LPS.

- f) Upon receipt of the PSM amount through DDM in Scheme Fund, the system shall generate a payment receipt along with a detailed payment advisory. The receipt will be shared with the PTA.
- g) Upon successful completion of DDM process, the system will generate a payment receipt and will close the PSM request permanently.

**Exhibit 6: Process Flow for Recouping of amount disbursed under PSM**



## 5 INFORMATION TECHNOLOGY PLATFORM

An Information Technology platform for operationalising the PSM Scheme is to be created as per Scheme Guidelines and SOPs. The use of PSM Scheme Data-stream Portal will be mandatory use for all stakeholders to the PSM Scheme.

### Objectives and Key Features of the Portal:

- Provide updated information on status of invoices raised and their payment status for different PTAs and Operators
- Provide the platform for raising and approving PSM Request
- Provide the updated information regarding the PSM Request status, disbursement from the Scheme, Late Payment Surcharge, Recoupment of Scheme Fund etc.
- Communicate with all the stakeholders on the status of PSM Request including automated notifications. Provide the various Dashboards related to the Scheme.
- Use of Portal will be given through Login IDs. Adhar based authentication, KYC details will be required registering on the Portal.
- The IT manual will be provided on the Portal for users.



## ANNEXURE 1 : DRAFT FORMAT OF UNDERTAKING TO BE GIVEN BY OEM/OPERATOR AT THE TIME OF RAISING OF PSM REQUEST

OEM/ Operator to undertake the below upon raising a PSM Request :

- a. We, have raised an invoice as per the provisions of the respective Concession Agreement against the operations of e-buses, and the invoice is payable as per the provisions of the respective CA.
- b. We, have submitted the invoice to PTA as per the provisions of the CA
- c. We, have not received/partially received the money from the PTA/Escrow bank, in case of partial money is received, the PSM Request is raised for the balance due amount.
- d. We, had approached Escrow Bank, within 3 days prior to raising PSM Request and has not received money from Escrow Bank due to insufficient funds.
- e. There is no ongoing dispute between the PTA/Escrow Bank and .....(OEM/operator) which may affect our right to receive the money fully or partially against the invoice for which the PSM Request is raised.
- f. The respective Concession Agreement is not terminated.
- g. We, .....(OEM/operator) has the legitimate right to receive the amount.
- h. If this is found subsequently after the disbursement from the PM-e Bus Sewa Payment Security Mechanism (PSM) Scheme Fund that the payment was not supposed to be released as per the provisions of the CA or in case of excess payment is made to us against such invoice, then we .....(OEM/operator) undertake unconditionally to return the disbursed amount to the Scheme Fund (Fully or Partially as demanded by CESL), within 30 days from the intimation to us, along with the Late Payment Surcharge (LPS) @ 1% in addition to the 3 year SBI MCLR rate applicable on the date of disbursement, compounded annually. The LPS will be charged from the date of disbursement to the date of recoupment of the Scheme Fund. The demand raised by CESL, will be conclusive and binding on us.

For, .....

Signature -

Name –

Designation –

I,.....(name of the person raising PSM Request) hereby declares, that I am authorized by .....(name of OEM/operator) for giving such Undertaking on behalf of the organization and such Undertaking will be binding on .....(name of OEM/operator)



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

## SECTION – 5: MEASUREMENT & VERIFICATION (M&V)

**Not Applicable**



Signature :-  
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5



**SECTION-6**  
**Forms & Procedures**  
**ATTACHMENT – 1**

**BID FORM**

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

Dear Sir,

With Reference to your subject IFB/RfP, we are pleased to submit our bid for

“ .....

.....” in a sealed cover as detailed below:

Envelope 1: Tender Fee, Bid Security/EMD, Bid Form, Power of attorney, Certificate regarding acceptance of important terms and conditions, Form of acceptance of EESL fraud prevention policy,..... (List of documents)

Envelope 2: Deviation Statement, Self-Attested Copy of GST, PAN Card & Aadhar Card (if applicable), Qualification criteria document (Techno-commercial bid), One complete set of the Bid Document along with Amendment (if any),.....(List of documents)

Envelope 3: Price Bid

1. We confirm that we have quoted as per instructions and terms and conditions of tender documents. We have submitted all the attachments as stated in “Instructions to Bidders”
2. We declare that the prices left blank in price schedule/price bid will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes except GST as may be assessed on us.
3. We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in Attachment-5 save those pertaining to any rebates offered, shall not be given effect to.
4. We undertake, if our bid is accepted, we shall commence the work immediately upon your Letter of Intent /Letter of Award to us, to achieve completion of work within the time specified in the bidding documents.
5. If our bid is accepted, we undertake to provide contract performance securities and securities for Deed(s) of Joint Undertaking (as applicable) in the form and amounts and within the times specified in the bidding documents.
6. We agree to abide by this bid for a period 180 days from the date of opening of bids as stipulated in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the prices of recommended spares, if asked for; contained in our bid shall re-main valid for the entire project period after placement of LoI/LoA.
7. Until a formal contract is prepared and executed between the parties, this bid, together with your written acceptance thereof in the form of your Letter of Intent/ Letter of Award shall constitute a binding contract between parties.



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

8. We understand that CESL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without assigning any reason thereof and incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the CESL's action.
9. We declare that we are registered, as applicable, with ESIC, EPF and Miscellaneous Provisions Act 1952 and will comply with Employees Compensation Act, 1923 and Minimum Wages Act, 1948.
10. We declare that we will comply with Employees Compensation Act, 1923 (providing for Compensation against injury due to and during the course of employment).
11. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made in any connection with any other person, firm or party likewise submitting a proposal, in all respects for and in good faith, without collusion or fraud.

Dated -----

NAME/S & AUTHORISED SIGNATORIES

ADDRESS:

MOBILE NO.:

**Our correspondence details are:**

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



Signature :-  
 Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
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 OID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
 SERVICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 42B5AC49A8F409F7A17642029CA001A5

## ATTACHMENT – 2

### Bid Security Form Bank Guarantee

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

Bank Guarantee No. ....

Date.....

To:

Convergence Energy Services Limited.

(A 100% EESL Owned Subsidiary)

Core-3, 2<sup>nd</sup> Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Dear Sir(s),

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

We, the ..... (Name and address of the bank), having our head office

at ..... guarantee and undertake to pay immediately on demand by Convergence Energy services Limited, the amount of .....without any reservation, protest, recourse. Any such demand made by the employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

The Guarantee shall be irrevocable and shall remain valid upto .....If any further extension of guarantee

is required, the same shall be extended to such period (not exceeding one year) on receiving instructions from (Bidder's Name)\_\_\_\_, on whose behalf guarantee is issued.

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

.....  
day of .....20.....at.....

Witness:

Signature:

Name:

Official address:

Signature:

Name:

Designation with Bank Stamp

Authorized vide Power of Attorney no.Date



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

**NOTE:**

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

**BANK GUARANTEE CHECK LIST**

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

**CHECK LIST**

Sl. No.	Details of Checks	YES / NO
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also, the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation and Power of Attorney No. / Signing Power no. etc., on the BG?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the proforma prescribed in the bid documents?	
g)	In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of CESL in any manner)?	
h)	In case of deviations in text of BG, which materially affect the right of CESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No. NOA/LOA/Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	

Signature of the Bidder  
 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OIB-2.5.4.17-110003,  
 OIB-2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
 SERVICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 42B5AC49A8F409F7A17642029CA001A5



k)	Whether the BG has been issued by a Bank in line with the provisions of Bid/Contract documents?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid /Contract documents?	



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

## ANNEXURE-I

### LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR BID SECURITY SCHEDULED

#### COMMERCIAL BANKS

##### 2 SBI AND ASSOCIATES

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

##### 2 NATIONALISED BANKS

Sl. No.	Name of Banks	Sl. No.	Name of Banks
9.	Allahabad Bank	13.	Canara Bank
10.	Andhra Bank	14.	Central Bank of India
11.	Bank of India	15.	Corporation Bank
12.	Bank of Maharashtra	16.	Dena Bank
17.	Indian Bank	18.	Indian Overseas Bank
19.	Oriental Bank of Commerce	20.	Punjab National Bank
21.	Punjab & Sind Bank	22.	Syndicate Bank
23.	Union Bank of India	24.	United Bank of India
25.	UCO Bank	26.	Vijaya Bank
27.	Bank of Baroda		

##### 2 SCHEDULED PRIVATE BANKS (INDIAN BANKS)

Sl. No.	Name of Banks	Sl. No.	Name of Banks
27.	Bank of Rajasthan	41.	Sangli Bank Ltd.
28.	Bharat Overseas Bank Ltd.	42.	South Indian Bank Ltd.
29.	Catholic Syrian Bank	43.	Tamilnad Mercantile Bank Ltd.
30.	City Union Bank	44.	United Western Bank Ltd.
31.	Dhanalakshmi Bank	45.	ING Vysya Bank Ltd.
32.	Federal Bank Ltd.	46.	UTI Bank Ltd.
33.	Jammu & Kashmir Bank Ltd.	47.	S.B.I. Commercial & International Bank Ltd.
34.	Karnataka Bank Ltd.	48.	Ganesh Bank of Kurundwad Ltd.
35.	KarurVysya Bank Ltd.	49.	INDUSIND Bank Ltd.
36.	Lakshmi Vilas Bank Ltd.	50.	ICICI Bank Ltd.
37.	Lord Krishna Bank Ltd.	51.	HDFC Bank Ltd.
38.	Nainital Bank Ltd.	52.	Centurion Bank of Punjab Limited
39.	Kotak Mahindra Bank	53.	Development Credit Bank Ltd.
40.	Ratnakar Bank Ltd.	54.	Yes Bank

##### 2 SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

Sl. No.	Name of Banks	Sl. No.	Name of Banks
55.	Abu Dhabi Commercial Bank Ltd.	71.	Sonali Bank
56.	ABN Amro Bank Ltd.	72.	Standard Chartered Bank
57.	American Express Bank Ltd.	73.	J.P Morgan Chase Bank



Signature :-  
 Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
 OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
 SERVICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 42B5AC49A8F409F7A17642029CA001A5



<b>58.</b>	Bank of America NA	<b>74.</b>	State Bank of Mauritius
<b>59.</b>	Bank of Behrain& Kuwait	<b>75.</b>	Development Bank of Singapore
<b>60.</b>	Mashreq Bank	<b>76.</b>	Bank of Ceylon
<b>61.</b>	Bank of Nova Scotia	<b>77.</b>	Bank International Indonesia
<b>62.</b>	The Bank of Tokyo-Mitsubishi UFJ Limited.	<b>78.</b>	Arab Bangladesh Bank
<b>63.</b>	Calyon Bank	<b>79.</b>	Cho Hung Bank
<b>64.</b>	BNP Paribas	<b>80.</b>	China Trust Bank
<b>65.</b>	Barclays Bank	<b>81.</b>	Mizuho Corporate Bank Ltd.
<b>66.</b>	Citi Bank	<b>82.</b>	Krung Thai Bank
<b>67.</b>	Deutsche Bank	<b>83.</b>	Antwerp Diamond Bank N.V. Belgium
<b>68.</b>	The Hong Kong and Shanghai Banking Corporation Ltd.	<b>84.</b>	Internationale Nederlanden Bank N.V. (ING Bank)
<b>69.</b>	Oman International Bank	<b>85.</b>	Bank of China Ltd.
<b>70.</b>	Societe Generale	<b>86.</b>	DBS Bank Limited

## 2 PUBLIC SECTOR BANK

<b>Sl. No.</b>	<b>Name of Banks</b>	<b>Sl. No</b>	<b>Name of Banks</b>
<b>86.</b>	IDBI Ltd.		



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

**ATTACHMENT - 3**

**FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY**

**POWER OF ATTORNEY**

**Bidder to use their own format.**



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

## ATTACHMENT - 4

Tender Document No/Package No:

Dated:

### (CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS)

Bidder's Name& Address

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

Sub: .....

1.0 With reference to our bid proposal no.....dated ..... **for**  
..... **/Package no Dated**....., we hereby  
confirm that we have read the following provisions of the following  
clauses and further confirm that notwithstanding anything stated elsewhere to the  
contrary, the stipulation of these clauses are acceptable to us and we have not taken  
any deviation to these clauses.

Governing Laws	-	Clause 07 of ITB
Settlement of Disputes	-	Clause 06 of GCC
Terms of payment	-	Clause 2.22 of ITB
Performance Security	-	Clause 5.6 of ITB
Taxes and Duties GCC	-	Clause 2.21 of ITB & 14 of GCC
Completion Time Guarantee	-	Clause 26 of GCC
Defects Liability	-	Clause 27 of GCC
Functional Guarantee	-	Clause 28 of GCC
Patent Indemnity	-	Clause 29 of GCC
Limitations of Liability	-	Clause 30 of GCC
Statutory Compliance/ Certification regarding Cyber Security Products	-	Clause 2.25 of ITB
Project information, Estimation, Assumptions and conditions for Evaluation	-	As per Tables in price bid



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

We further confirm that any deviation to the above clauses found anywhere in our bid proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication to CESL.

Date:

Signature:

Place:

Printed Name:

Designation:

Common

Seal

**Note:**

**In the absence of this certificate, the bid shall be rejected and shall be returned unopened. The bidder can take a printout of it and sign.**



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

NAME OF THE WORK: .....

BIDDING DOCUMENT NO.....

**(Deviations Statement)****(Provisions of Clause no. 2.7 of Section-2 may also be referred.)**

Bidder's Name and Address:

To,

CGM (CONTRACTS)

Convergence Energy Services Limited.

(A 100% EESL Owned Subsidiary)

Core-3, 2<sup>nd</sup> Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Dear Sir,

The following are the deviations and variations from and exceptions to the terms, conditions and specification of the bidding documents for IFB/RfP No. ....

These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Attachment. We shall withdraw the deviations proposed by us in this Attachment at the cost of withdrawal indicated herein, failing which our bid may be rejected and bid security may be forfeited. We confirm that except for these deviations and variations, the entire work shall be performed as per your specifications and conditions of bidding documents. Further, we agree that additional conditions, variations, deviations if any, found in the proposal documents other than those stated in this Attachment, save those pertaining to any rebates offered, shall not be given effect to:

Section/ Part/ Chapter	Clause No.	Page No.	Statement of Deviations/ Variations	Cost of withdrawal
------------------------------	---------------	-------------	---	--------------------

A. COMMERCIAL DEVIATIONS:

B. TECHNICAL DEVIATIONS:

Date : (Signature).....

Place: (Printed Name) .....

(Designation).....

(Common Seal) .....

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



Signature :  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

## ATTACHMENT - 6

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

### PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

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

To,

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

Dear Sirs,

In consideration of the CESL, (hereinafter referred to as the 'Owner,' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered / Head Office at

..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), a Contract by issue of Owner's Letter of Award No ..... date  
d

.....and the same having been unequivocally accepted by the Contractor and the contractor (Scope of Contract) having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to \* .....% (percent) of the said value of the  
Contract to the Owner.

We ..... (Name & address) having its Head Office at  
..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any all money payable by the Contractor to the extent of

.....as aforesaid at any time up to  
.....(days/months/year) without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any court, tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the owner and Contractor or any other course of or remedy or security available to the owner. The Bank shall



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5



not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid on any of other indulgence shown by the owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agree that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee that the owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to

..... and it shall remain in force up to and including\*\*

.....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ..... on whose behalf this guarantee has been given.

Witness

Dated this ..... day of.....at.....

Witness

Signature

Name

Official Address

Signature

Bank's Rubber Stamp

Name

Designation with Bank Stamp

Attorney as per power of  
Attorney

No.....dated.....

**Note: \*\* Validity of Bank Guarantee should be 90 days in excess of the period for which it is required.**



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
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SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

### **BANK GUARANTEE CHECK LIST**

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

### **CHECK LIST**

Sl. No.	Details of Checks	YES / NO
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act ?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also, the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation and Power of Attorney No./ Signing Power no. etc., on the BG?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
g)	In case of any changes in contents of text, whether changes are of minor / clerical nature (which in no way limits the right of CESL in any manner)?	
h)	In case of deviations in text of BG, which materially affect the right of CESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No. NOA/LOA / Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bid / Contract documents?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	



Signature :  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

**LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEES FOR ADVANCE PAYMENTS,  
PERFORMANCE SECURITIES AND SECURITIES FOR DEED OF JOINT UNDERTAKING**

**SCHEDULED COMMERCIAL BANKS**

□

**SBI and Associates**

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

**Nationalized Banks**

Sl.No.	Name of Banks	Sl. No.	Name of Banks
9.	Allahabad Bank	18.	Indian Overseas Bank
10.	Bank of India	19.	Oriental Bank of Commerce
11.	Bank of Maharashtra	20.	Punjab National Bank
12.	Canara Bank	21.	Punjab & Sind Bank
13.	Central Bank of India	22.	Syndicate Bank
14.	Corporation Bank	23.	Union Bank of India
15.	Dena Bank	24.	United Bank of India
16.	Indian Bank	25.	UCO Bank
17.	Vijaya Bank	26.	Bank of Baroda

**C. Foreign Banks**

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

**D. SCHEDULED PRIVATE BANKS**

Sl.No.	Name of Banks	Sl. No.	Name of Banks
40.	ING Vysya Bank Ltd.	43.	UTI Bank Ltd.
41.	ICICI Bank Ltd.	44.	YES Bank
42.	HDFC Bank Ltd.		

**E. Other Public Sector Banks**

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



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

**ATTACHMENT - 7**

**FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY  
(On the letter head)**

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

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

Dear Sir/Madam,

We have read the contents of the Fraud Prevention Policy of EESL and undertake that we along with our associate/ collaborator /sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the FraudPrevention Policy of EESL.

Thanking You,

Yours faithfully,

Signature .....

Printed Name .....

Designation.....

Common Seal.....

Date:

Place:

**FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE [www.eeslindia.org](http://www.eeslindia.org)**



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

## ATTACHMENT - 8

### PROFORMA OF LETTER OF UNDERTAKING

(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**[To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying]**

Ref.: NIT/Bid Document No.:

Our Reference No ..... Date: .....

Bidder's Name and Address:

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

Dear Sir,

1.0 We, M/s.....(Name of the Holding Company) declare that we are the holding company of M/s.....(Name of the Bidder) and have a controlling interest therein.

M/s.....(Name of the Bidder) proposes to submit the bid for the package.....(Name of the package) for (Name of the Project) under bid reference no..... dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Section 4 and its subsequent amendment.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s (Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s ..... (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of M/s.....(Name of the Bidder).

3.0 This undertaking is irrevocable and unconditional and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by CESL.

4.0 \*We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

**Witness:**

**Yours faithfully,**

(1) .....

(2) .....

(Signature of Authorized Signatory) on behalf of the Holding Company\

Name & Designation .....

Name of the Holding Company .....

(Seal of Holding Company)

Note: Bidder may strike off point no. 4 above, if board meeting could not be scheduled before bid submission date. The undertaking may be signed by the CFO/Director of the Board of the parent company.



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

## ATTACHMENT -9

### **REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC FUND TRANSFER (NEFT)**

From: M/s

\_\_\_\_\_

\_\_\_\_\_

Subject: RTGS/NEFT Payments

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

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

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

Encl: As above: -

Confirmed by Banker  
With Seal

Signature of supplier  
with stamp &Address



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5



## Attachment-10

**Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.**

**..... Name of the Tender....**

**Date:**

I \_\_\_\_\_ S/o, \_\_\_\_\_ D/o, \_\_\_\_\_ W/o, \_\_\_\_\_ Resident of \_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No: P-45021/2/2017-BE-II dated 15/06/2017, its revision dated 16/09/2020 (hereinafter PPP-MII order),

**‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated 16/11/2021 issued by Ministry of Power (hereinafter MoP order)** and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/EESL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for .....  
.....

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the ‘Local Content ‘as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for .....

....., is ..... percent (%).

That the goods/services/works supplied by me for .....

....., meet the ‘Local Content‘ requirement as defined in the PPP-MII order **and MoP order for ‘Class –I local supplier’**.

That the value addition for the purpose of meeting the ‘Local Content ‘has been made by me at ..... *(Enter the details of the location(s) at which value addition is made).*

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/EESL/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **MoP order** and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

- i Name and details of the Local Supplier  
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Local Content prescribed for  
**‘Class –I local supplier’**
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of ..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

**Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order and MoP order, if applicable [to be submitted on the letter head of the issuer.]**

Dear Sir,

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated **16/09/2020** [hereinafter, “PPP-MII Order”] issued by **Department for promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India,

**‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated 16/11/2021 issued by Ministry of Power [hereinafter, “MoP order”]**

and any subsequent modifications/Amendments, if any.

In line with the provisions of the PPP-MII Order **and MoP Order**, M/s/[Enter the name of the Bidder] [hereinafter, “**Class-I Local Supplier**”] have submitted an Affidavit of self-certification to M/s. Energy Efficiency Services Limited [hereinafter, EESL] regarding Local Content in Goods/Services/Works to be supplied by the “**Class-I Local Supplier**” for ....., wherein they have agreed to abide by the terms and conditions of the PPP-MII Order **and MoP Order**.

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (**in the case of companies**) or a practicing cost accountant or practicing chartered accountant (**in respect of suppliers other than companies**) shall provide a certificate giving the percentage of Local Content in the Goods/Service/Works to be supplied by the “**Class-I Local Supplier**” for.....

Accordingly, we, the Statutory Auditor(s) / Cost auditor of the “**Class-I Local Supplier**” a practicing cost accountant or practicing chartered accountant [*choose as applicable*], certify that the Local Content as defined under the PPP-MII **and MoP Order**, in the Goods/Service/Works to be supplied by the “**Class-I Local Supplier**” or for is..... percentage [*specify the percentage of Local content*].

For and on behalf of,

Date:

<<Statutory Auditor’s/Cost auditor’s/Cost accountant’s/Chartered accountant’s attestation>> Firm Reg No.  
Membership No.

*Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by EESL.*



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

## ATTACHMENT -11

### Compliance Matrix/ CHECK - LIST FOR BIDDERS

**Please ensure these major Terms & Conditions before submitting your bids in order to avoid REJECTION of your offer.**

Sr. No	Details / Terms & Conditions	Applicable for	Yes / Attached	Reasons for non-compliance/R emarks
1	EMD, If applicable	Indian Bidders		
2	EMD Exempted for being MSEs / Start-up	Indian Bidders		
	Relevant Certificate of MSEs / Start-up Certificate from DIPP is required to be submitted	Indian Bidders		
	In case of SC/ST entrepreneurs belonging to MSE, documentary proof submitted	Indian Bidders		
	In case of Women entrepreneurs belonging to MSE, documentary proof submitted	Indian Bidders		
	Declaration & Undertaking By Micro & Small Scale Enterprises / Start-up Companies	Indian Bidders		
3	Duly signed and company sealed copy of whole tender document	Indian Bidders		
4	Duly filled up and attached Technical (Unpriced) Bid & all applicable formats of Tender Document	Indian Bidders		
5	Separate sheet(s) for Deviation if any, from the tender conditions with seal and signature of authorized personnel	Indian Bidders		
6	GST Registration Certificate and PAN Card Copy.	Indian Bidders		



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

## Compliance Matrix/Checklist for Bid Evaluation Criteria

[To be submitted on Letter Head]

Please ensure these major Terms & Conditions before submitting your bid in order to avoid REJECTION of your offer

<b>Technical QR</b>	<b>Bidder qualification criteria for as per Tender terms and conditions. The relevant documentary evidence like work order copies, completion certificates etc. are required to be furnished along with technical bid substantiating the qualification towards relevant experience/technical criteria (Documentary proof to be attached along with the technical bid)</b>			
Order/Award Nos	Order date and completion date	Order/Award Amount	Client Name	De Description of Order/Award
<b>Financial QR</b>	<b>Average Annual turnover of the bidder shall be as specified in tender documents in three preceding financial years. Copy of latest audited balance sheet, profit and loss account and copy of IT returns required to be furnished as asked in the tender.</b>			
Financial Year	Annual Turnover	Net Worth	Profitability	
<b>Other Mandatory Requirements</b>				
Confirmation for Tender Terms and Conditions/EMD [Please tick (√) as applicable]				
1	Confirm that your bid is valid as per tender terms and conditions as on the last date of submission of the bid			
2	Confirm your compliance to TERMS AND CONDITIONS of bidding document			
<p><b>Note:</b>  Documentary evidence is attached for experience criteria as per QR is attached along with technical unpriced bid.  Non-compliance to any of the QR will lead to outright rejection of the bid without any further reference to the bidders.</p>				

The above-mentioned points are major Terms & Conditions and are indicative in nature. The bidder shall carefully go through the detailed requirements, QR and other terms and conditions for better understanding and submit the bid accordingly.



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

## ATTACHMENT-12

### Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a landborder with India"

*(To be submitted on Applicant's Letter Head)*

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

Dear Sir,

With reference to our bid proposal for participation in CESL tender NIT/Bid Document No: .....

\_\_\_\_\_dated:\_\_\_\_\_, I/we hereby confirm that, I/We have read the clause asmentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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

We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member/Assignee, as applicable, is enclosed as Annexure.....

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

\*\*Bidder to mention the Annexure no.

Date:\_\_\_\_\_

Place:\_\_\_\_\_

\_\_\_\_\_  
Seal of Organization & Signature

of Authorized Applicant



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5



## ATTACHMENT-13

### CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT

[On the Letter Head]

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

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

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

Dear Sir/Madam,  
This is to certify that following is the local content percentage ..... being offered/quoted against  
aforementioned tender by M/s....., the same is in compliance with Ministry of  
Commerce and Industry order no: **P-45021/2/2017-PP(BE-II) dated 04<sup>th</sup> June 2020** and the bidder shall  
strictly abide by all provisions of the subject notification.

Sr. No	Item/s	Percentage of Local Content
1		

Thanking You,  
Yours faithfully,

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

.....

Printed Name.....

Seal.....

UDIN No .....

Date.....

Place.....



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

**Attachment-14**

**CERTIFICATE REGARDING COMPLIANCE OF MeitY NOTIFICATION VIDE FILE NO. 1(10)/2017-CLES dt. 02.07.18**

(To be submitted on Applicant's letter head)

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

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

Empanelment Doc Ref No:

Dear Sir/Madam,

This is to certify that the products/items being offered/ quoted against ref. Empanelment Document Number by M/s..... meet the definition of domestically manufactured/produced **Cyber Security Products** as per Para 4 of MeitY notification vide File no. 1(10)/2017-CLES dt. 02.07.18 and the bidder shall strictly abide by all provisions of the subject notification.  
Thanking You,

Yours faithfully,

Signature (Statutory Auditor  
or Cost Auditor)

.....

Date: .....

Place: .....

Printed Name.....

Seal.....

UDIN No: .....

**P.S. In case any complaint is received at CESL end against the bidder regarding supply of domestically manufactured/produced Cyber Security Products, the same shall be refereed to STQC, an attached office of MeitY**



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

**Attachment- E1****Check list for Envelope-1**

(required to be uploaded under Envelop 1 through e-proc portal in same sequence as mentioned below)

Sr. No.	Description	Whether submitted (Yes/No)	Page No & pdf ref. name	Remarks/Reason for non-compliance
1	Bid Document Cost Or Documents/Certificate in support of exemption, if claimed.			
2	Bid Form as per Attachment-1			
3	Bid Security Fee/Earnest Money Deposit as Attachment-2 Or Documents/Certificate in support of exemption, if claimed.			
4	Power of Attorney on INR 100 stamp paper as Attachment-3			
5	Certificate regarding acceptance of important terms & condition-Attachment 4			
6	Fraud prevention policy of ESSL-Attachment 7			
7	NEFT/RTGS Bank Details -Attachment 09			
8	Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" as per Attachment-12			
9	Self-Declaration for not being under debar list/undergoing debarment period on account of breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial rules for giving false declarations of local content.			
10	Self-Declaration on Company's letter head regarding not being debarred/blacklisted/banned/holiday listed by any GoI agency/Central/State/UT Government or any Public sector entities, at the time of bid submission.			
11	Self-Attested & Duly filled Check List to Envelope-I as per Attachment-E1			
12	Self-Declaration of on Company's letter head regarding Fall Clause (#)			
13	Other document.			

*# To be submitted if applicable and mentioned in bid document only.**\*This check list is intended to help the bidder submit all required documents and rule out any deficiency.**However, it will be advisable to read the check list in conjunction with Part A of Section-4. All the documents should be self-attested by the authorized representative of the bidder. Any document not mentioned above and required to be submitted as per tender condition. Bidder shall submit/upload such document and details may be mentioned under "Other Document".*

Signature :-  
 Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
 OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
 SERVICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 42B5AC49A8F409F7A17642029CA001A5

**Attachment- E2****Check list for Envelope-II**

(required to be uploaded under Envelop II through e-proc portal in same sequence as mentioned below)

Sr. No.	Description	Whether submitted (Yes/No)	Page No & pdfref. name	Remarks/Reason for non-compliance
1	Deviation Statement – Attachment 5			
2	Proforma of Letter of Undertaking –Attachment 8.			
3	Certificate regarding Declaration of local content – Attachment 13			
4	Compliance of Meity Notification – Attachment 14			
5	Duly filled Compliance Matrix/ CHECK -LIST FOR BIDDERS- Attachment-11			
6	Self-Attested copy of GST Certificate			
7	Self-Attested copy of PAN			
8	Self-Attested copy of Aadhar card (if applicable)			
9	Covering Letter of the bidder, enclosing Techno-commercial bid as indicated in bid documents, i.e., documentary evidence regarding bidder's eligibility and qualifications to perform the Contract, as required per the Eligibility Conditions/Criteria, Qualifying Requirements and Bid Evaluation Criteria. As per clause 6 (Qualification and Eligibility Criteria) of Vol.I of Section 4 of Tender Document.			
10	One complete set of the tender document along with all its subsequent amendments (if any, effected)), duly signed and stamped on each page by the bidder.			
11	Whether price bid submitted online		NA	
12	Self-Attested & Duly filled Check List to Envelope-II as per Attachment-E2			
13	Other documents			

*\*This check list is intended to help the bidder submit all required documents and rule out any deficiency.*

*However, it will be advisable to read the check list in conjunction with Part A & B of Section-4. All the documents should be self-attested by the authorized representative of the bidder. Any document not mentioned above and required to be submitted as per tender condition. Bidder shall submit/upload such document and details may be mentioned under "Other Document".*



Signature :-  
 Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,  
 OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
 SERVICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 42B5AC49A8F409F7A17642029CA001A5

(Not to be filled during bid submission)  
Contract Agreement No.

CESL/2024-25/COA \_\_\_\_\_

THIS CONTRACT AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN

(1) Convergence Energy Services Limited, A Wholly owned subsidiary of EESL, A JV of PSUs of Ministry of Power, Government of India incorporated under the laws of India and having its registered office at 5th & 6th Floor, CORE –III, Scope Complex, Lodhi Road, New Delhi -110003 (hereinafter called “the Employer”),

and

(2) .....a company incorporated under the laws of India and having its registered office at ....., India (hereinafter called “the Contractor”).

WHEREAS the Employer desires to engage the Contractor for \_\_\_\_\_ (Scope of Work).

NOW IT IS HEREBY AGREED as follows:

## Article Documents 1

### 1.1 Contract

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

1. Employer LoA No. ....
2. Employer RfP No. ....
3. Pre-Bid meeting held on ..... at Employer Corporate Office, New Delhi.
4. Employer Amendment/ Clarification No....
5. Technical Bid Opening on ... at ....
6. Price Bid opening on ..... at .....

### 1.2 Order of Precedence

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

### 1.3 Definitions

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

## Article 2. Contract Price and Payment

### 2.1 Contract Price



Signature :-  
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0  
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39  
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY  
SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 42B5AC49A8F409F7A17642029CA001A5

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of Rs. \_\_\_\_\_. The prices are inclusive of all cess and duties, transfer to site, insurance, other costs incidental to delivery and also excluding GST (IGST, SGST, CGST, UTGST). Successful bidder should mandatorily register under GST act of the particular state. The bidder should ensure all the GST compliances are fulfilled for the GST collected from CESL and same should be reflected on GST portal (GSTR-2A) in credit of CESL. Any other charges/cost/TA/DA is also included in the above contract price.

If there is increase or decrease in the taxes and duties subsequent to supplier's offer within the contract delivery schedule of supply due to change in rate or introduction of new tax or deletion of existing tax or interpretation/ application of tax etc., CESL will reimburse the actual tax.

In case of failure to achieve completion as per contract delivery schedule of supply, CESL will not be liable to compensate for any increase in taxes and duties due to change in rate or introduction of new tax or interpretation/application of tax etc. Whereas taxes at actual rate shall be paid in case of decrease in taxes and duties due to change in rate or deletion of existing tax or interpretation/application of tax etc., in the event of late delivery after the contract delivery period.

## **2.2 Terms of Payment**

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

## **Article 3 Effective Date for Determining Time for Completion**

### **3.1 Effective Date**

The Time of Completion of the Facilities shall be determined from the date of Letter of Award provided all of the following conditions have been fulfilled within a period of .... Days from the date of said Letter of Award:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor.
- (b) The Contractor has submitted to the Employer the performance security, security towards faithful performance of the Deed(s) of Joint Undertaking (if applicable) and the advance payment security; if applicable.

Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.

**3.2** If the conditions listed under 3.1 are not fulfilled within .... Days from the date of Letter of Award because of reasons attributable to the Employer, the Contract would become effective only from the date of fulfilment of all the above-mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

**3.3** However, if any of the conditions listed under 3.1 above are not fulfilled within two (02) months from the date of Letter of Award because of reasons attributable to the Contractor, the Contract will be effective from the date of Letter of Award. In this case, contract price and/or time for completion shall not be adjusted.

## **Article 4.**

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this Agreement solely on its own behalf and not on behalf of any other person

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or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an Agent, Representative or Delegate of the Govt. of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing what so-ever arising of or under this Agreement.

#### Article 5.

##### Appendices

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement.

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

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above writ-ten.

Signed by for and on behalf of the Employer	(To be signed only by the authorized signatory to whom authorization is given in Power of Attorney)
Convergence Energy Services Limited New Delhi.	
Name and Signature of Witness-1	Name and Signature of Witness-2
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Address:	Address:

#### CONTRACT AGREEMENT

dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

##### BETWEEN

Convergence Energy Services Limited, New Delhi  
(A Wholly Owned subsidiary of EESL)

\_\_\_\_\_  
[“the Employer”]

And

Company name \_\_\_\_\_.

\_\_\_\_\_  
[“the Contractor”]



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## APPENDICES

- Appendix 1: Term and Procedures of Payment – As per LoA
- Appendix 2: Price Adjustment – As per LoA
- Appendix 3: Insurance – ON VENDOR'S ACCOUNT
- Appendix 4: Time Schedule – As per LoA
- Appendix 5: List of Approved Subcontractors, if any – NOT APPLICABLE
- Appendix 6: Scope of Works and Services – \_ As per LoA
- Appendix 7: List of Documents for Approval or Review – AS per LoA
- Appendix 8: Functional Guarantees: As per LoA



Signature :-  
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