

**Invitation for Expression of Interest
for
Empanelment of Financial Institutions
(Banks/NBFCs) for financing electric
vehicles across India**

EOI Ref No:

CESL/06/2021-22/EV/FI/212210062

Issued By

CONVERGENCE ENERGY SERVICES LIMITED

(100% Wholly Owned Subsidiary of EESL)

**(Scope Complex, Lodhi Rd, New Delhi, Delhi
110003)**

20 October, 2021



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 1318433

Bidding Document Cost	INR 25000/- (Twenty Five Thousand Only) non-refundable and non-adjustable
Project Summary	EOI for Empanelment of Financial Institutions (Banks/NBFCs) for financing electric vehicles across India. EOI Ref No: CESL/06/2021-22/EV/FI/212210062 Date:20-10-2021
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 20.10.2021 (Wednesday) to 10-11-2021 (Wednesday) (up to 1400 IST)
Pre-Bid Meeting	27.10.2021 (Wednesday) at 1100 hrs. IST Pre-Bid Meeting shall be convened Online through Microsoft Teams https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjU5NTcwMjltZmJlYS00OTY2LTg5NTctY2JkMDRmNjBkZmFm%40thread.v2/0?context=%7b%22Tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%22Oid%22%3a%224414f91e-56a0-43e9-9f49-57312d30e048%22%7d Note: <ul style="list-style-type: none"> 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 on this context. <i>All the queries shall be sent well in advance as mentioned in Annexure-3.</i>
Online Bid Submission Period	From 20.10.2021 (Wednesday) to 10-11-2021 (Wednesday) (up to 1430 IST))
Techno-commercial E-bid Opening date of Opening	10-11-2021 (Wednesday) at 1500 hrs. IST, online, at following address: - Convergence Energy Services Limited Core-3, 2 nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003
Place of Opening	CESL Office, Core-3 2 nd Floor, Scope Complex, Lodhi Road, New Delhi-110003
Bid to be Addressed to	Mr. Ashim Bhattacharya, CGM (SCM) Convergence Energy Services Limited Core-3, 2 nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003
Email	Contact Person(s) for Tender-related Queries Mr. Deepak Mittal, AM (SCM) Mr. Sundeep Kumar Mittal, AE(SCM) dmittal@eesl.co.in ; smittal@eesl.co.in Contact Person(s) for Technical Queries <i>(copy of the query to be marked to Contracts Dept. as well)</i> Mr. Polash Das, Manager (Tech-EV) pdas@eesl.co.in ;
Website	https://eesl.eproc.in
Earnest Money Deposit	Bid Security Declaration to be Submitted as per Attachment 2



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

The Bid security declaration along with INR 25,000 DD as bid security amount and INR 5,000 DD as registration fee (if newly registered bidder) to be given along with the bid. The hardcopy of the same must reach the following address in a sealed envelope super scribed "EMD and Bidding Document Fee for. **EoI RefNo:** CESL/06/2021-22/EV/FI/212210062 **before** the submission date & time mentioned above.

Mr. Ashim Bhattacharya, CGM (SCM)
Convergence Energy Services Limited
Core-3, 2nd Floor,
SCOPE Complex,
Lodhi Road, New Delhi-110003

The subject procurement will be done through e-tendering. The NIT is available on the website <https://eesl.eproc.in> or could be viewed after following the link of 'e-Tendering' on EESL's website's Home Page, i.e., <http://eeslindia.org> from where the bidders registered with EESL (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: EESL 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://eesl.eproc.in> by payment of one-time registration fee of Rs. 5,000/- through DD in favour of "Energy Efficiency Services Limited".

Bidders are requested to visit "e-Tendering" section at EESL website, www.eeslindia.org for instructions and registration on E-tendering portal.

Steps for Registration on EESL's E-Procurement Portal

- (i) Open portal by entering URL <https://eesl.eproc.in> in internet explorer.
- (ii) Download and read 'System Requirement Manual' and Registration Manual from our e-tendering portal <https://eesl.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 "Energy Efficiency Services Limited", Delhi) in PDF format of INR 5,000/- and click on save and send the original DD to EESL, 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 EESL website www.eeslindia.org.

Note: Online registration shall be done on e-tendering website, i.e., <https://eesl.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.



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A. Digital Signature Certificate:

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

B. EESL Global Support Telephones and e-mail id

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

eeslsupport@c1india.com, sandeep.bhandari@c1india.com

BENEFITS & EXEMPTIONS FOR MSEs & Start-Ups (APPLICABLE TO THIS EMPANELMENT ONLY)

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

1. District Industries Centers;
2. Khadi and Village Industries Commission;
3. Khadi and Village Industries Board;
4. Coir Board;
5. National Small Industries Corporation;
6. Directorate of Handicraft and Handloom;
7. Udyog Aadhar Memorandum issued by Ministry of MSE; or
8. 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	Full Order on MSE subject to tender evaluation condition
Can be split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

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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.

1. MSE owned by Women is defined as:

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

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

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

Category of tender	Past experience	Average Turn Over	Award Philosophy
Can be split as per tender conditions	25% of total experience as required for general bidders	25% of total ATO as required for general bidders	<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</p>

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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.

(c) If MSE is in the range of L1+15% and not getting the order after splitting and award is going to all non MSE bidder(s), then in such event 25% will be awarded to MSE bidder(s)



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

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

whereas, start up means an entity, incorporated or registered in India:

1. Not prior to seven years, however for Biotechnology Start-ups not prior to ten years,
2. With annual turnover not exceeding INR 25 crore in any preceding financial year, and
3. 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
4. Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence. Provided also that an entity shall cease to be a Start-up if its turnover for the previous financial years has exceeded INR 25 crore or it has completed



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7 years and for biotechnology start-ups 10 years from the date of incorporation/registration.

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

NOTES: -

5. 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.
6. In case MSE bidder is already getting order for less than 25% of the tender quantity, purchase preference to this and other MSE vendor (together) shall be given only up to the differential quantity to make total as 25% to MSE vendor subject to L1+15% and price matching.
7. 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.
8. 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)."
9. 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.
10. 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.
11. Traders, resellers, distributors and agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

Note: In case of submission of Udyog Aadhar Memorandum/Udyam Registration to claim benefits applicable to MSEs, NIC (National Industrial Classification) code mentioned in below table shall be acceptable as a proof of the fact that the applicant is registered as MSE for the 'Tendered Item'.

Sr. No	5 Digit NIC Code	Description
1	64110	Central banking
2	64191	Monetary intermediation of commercial banks, saving banks. postal savings bank and discount houses
3	64199	64199 Other monetary intermediation services n.e.c.
4	64200	Activities of holding companies
5	64300	Trusts, funds and other financial vehicles
6	64910	Financial leasing
7	64920	Other credit granting
8	64990	Other financial service activities, except insurance and pension funding activities, n.e.c.

Note: If NIC codes as mentioned at above are not found in the submitted Udyog Aadhar Memorandum/Udyam Registration, then in such a case the benefits applicable to MSEs shall NOT be given to the applicant.

THE BIDS IS TO BE SUBMITTED AS FOLLOWS: -



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(Please note that, CESL has switched the tender system into E-tendering. Bidders shall submit their bid accordingly as per the terms and conditions of E-tendering mode.)

Envelope-I should contain the following:

- i. **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 in the form of Banker's Cheque/Demand Draft/Pay Order drawn in favour of "Convergence Energy Services Limited", payable at New Delhi, OR copy(ies) of the relevant documents/certificates, etc. in case exemption is sought.
- ii. Letter of the bidder submitting the bid in the form as stipulated in the bid document i.e., as per Bid Form as **Attachment-1**, Forms & Procedures. **(Scanned Copy to be uploaded at E-tendering portal).**
- iii. Bid Security Declaration duly notarized on Rs. 100/- stamp paper as per **Attachment-2**, Forms & Procedures. **(To be submitted in hard copy/ manually in the tender-box on and before Technical E-Bid Opening Date & Time. Scanned Copy to be uploaded at E-tendering portal.)**
- iv. **Scanned copy to be uploaded:** Power of Attorney to Sign the Bid as per the Attachment-3 - Bidders to use their own format.
- v. **Scanned copy to be uploaded:** Certificate of Acceptance of Important Terms and Conditions as per ITB Clause No. 4.6, as per the format at Attachment-4
- vi. **Scanned copy to be uploaded:** Acceptance of CESL's Fraud Prevention Policy as per the format at Attachment-7
- vii. **Scanned copy to be uploaded:** NEFT/RTGS Mandate Form duly attested by Bank as per Attachment-9
- viii. Self-Declaration for not been blacklisted by Central/State/UT Government or any Public sector entities duly signed and stamped at company's Letter Head. **(Scanned Copy to be uploaded at E-tendering portal).** Bidder shall clearly mention tender reference number and date of signing the self-declaration.
- ix. Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" as per **Attachment-11**, Forms & Procedure **(Scanned Copy to be uploaded while submitting application online on E-tendering portal).**
- x. 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. (Scanned Copy to be uploaded at E-tendering portal. Bidder shall clearly mention tender reference number and date of signing the self-declaration **(Scanned Copy to be uploaded at E-tendering portal).**
- xi. Certificate regarding Declaration of Local Content as per **Attachment-12**, Forms & Procedure **(Scanned Copy to be uploaded at E-tendering portal).**
- xii. Certificate Regarding Compliance of Meity Notification Vide File No. 1(10)/2017-Cles Dt. 02.07.18 as per **Attachment 13**, Forms & procedures Duly filled Signed by authorized signatory

Envelope-II, i.e., Techno-Commercial Proposal of the bid should contain the following:

- i. **Scanned Copy to be uploaded:** Deviation Statement (as per format at Attachment-5).

NOTE: CESL reserves the right to consider or disregard deviations, and reject bids in case of non-compliance. Bids containing material 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.



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- ii. **Scanned Copy to be uploaded:** 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.
- iii. **Scanned Copy to be uploaded:** One complete set of the Tender/EOI document and of all its subsequent amendments (if any, effected)}, duly signed and stamped on each page by the bidder.

Envelope-III should contain the Prices/Rates

(to be filled-up online as per the illustrative Price Bid Format provided in Section-4):

Since the bids are to be submitted through E-tendering mode, the prices are to be filled on E-Tender portal only and bidders are requested **not to submit the price bid in hard copy at CESL along with the documents. The same will not be entertained.**

- i. The Price Bid Sheet Format(s) is/are prescribed at **ANNEX-A** of this Section-4 – only for illustration purpose (***prices are to be filled on E-tender portal only***).

Opening & Further Processing of the Bids

Initially, Envelope-I containing the documents (as stated above) will be opened electronically. Envelope-II will be opened electronically on the same day of only those bidders, who have submitted/paid Tender Fee and EMD (if exemption is not claimed and applicable) and the requisite documents of Envelope-I.

Documents found in Envelope-II shall be scrutinized by CESL w.r.t. the Tender's Eligibility Conditions/Criteria for Bidders, Qualifying Requirements and Bid Evaluation Criteria.

Envelope-III (Price Bid) shall be opened electronically subsequently, subject to qualification of the Techno-Commercial Bid. The date of opening of the Price Bid(s) will be intimated to only those bidders, who are found technically & commercially acceptable by CESL.

Price-Bid of the techno-commercially disqualified bidders will not be opened.

The opened Price Bids shall be evaluated as per the Bid Evaluation Criteria set out in the Tender and the award(s) of Contract shall be recommended accordingly.

On Behalf of CESL

(SCM Department)



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Expression of Interest (EoI) for Empanelment of Financial Institutions (Banks/NBFCs) for financing electric vehicles across India.

1. OVERVIEW

India is at the cusp of an e-mobility revolution. The Government of India is moving towards accelerated adoption of Electric Vehicles (EVs)¹ by 2030 to cut down its carbon emissions. One of the key policy measures launched by the Central Government to promote EVs is the Faster Adoption and Manufacturing of (Hybrid &) Electric Vehicles Scheme (FAME) Phase-II under NEMMP 2020. The Phase-II of the Scheme has a total budget outlay of INR 10,000 crores, for upfront incentives on the purchase of EVs, as well as, supporting the development of charging infrastructure.

On 11 June 2021, Department of Heavy Industry issued a corrigendum (Gazette Notification CG-DL-E-11062021-277493) for the FAME-II Scheme. The corrigendum brings forth the following major changes,

- a) Demand incentive for E2W are revised from ₹10,000 per kWh to ₹15,000 per kWh, with a maximum cap at 40% of the vehicles' cost (from 20% of the vehicle cost)
- b) Energy Efficiency Services Limited (EESL)² has been appointed as designated agency for aggregating demand of 300,000 E3W for multiple user segments
- c) EESL has been appointed as designated agency for aggregating demand electric buses (for nine (9) cities with population of more than four million plus cities - Mumbai, Delhi, Bangalore, Hyderabad, Ahmedabad, Chennai, Kolkata, Surat, and Pune)

A robust ecosystem to foster green and shared mobility is the need of the hour and can go a long way to preserve the environment and ensure sustainable development in the country. Moreover, widespread adoption of electric vehicles can offer a range of benefits to States, in terms of emission reduction, job generation and transformation of the auto industry.

The initiative being undertaken by Convergence Energy Services Limited (CESL) to aggregate e-mobility demand and deploy the e-mobility solutions using innovative business models is expected provide an impetus for Indian EV ecosystem players to gain efficiencies of scale and grow technical competencies for the long-term growth of the EV industry in India.

This initiative undertaken by Convergence Energy Services Limited (CESL) will provide an impetus for Indian vehicle manufacturers, charging infrastructure companies, fleet operator(s), service providers, etc. to gain efficiencies of scale and drive down costs, create local manufacturing facilities, grow technical competencies for the long-term growth of the electric

¹ For the purpose of this document, the terms E2W or E3W or EV refer to vehicles that run solely on energy from battery installed in the vehicle, and do not have any internal combustion engine

² EESL is nominated to aggregate the demand for electric 3-wheelers and electric buses. EESL will fulfil this mandate through its wholly owned subsidiary CESL



vehicle (EV) industry in India and also enable Indian EV manufacturers to emerge as major global players.

1.1 About CESL

A joint venture of NTPC Limited, Power Finance Corporation, Rural Electrification Corporation and POWERGRID, **Energy Efficiency Services Limited (EESL)** was set up under Ministry of Power to facilitate implementation of energy efficiency projects. EESL is an Energy Service Company (ESCO) that seeks to unlock energy efficiency market in India, estimated at US\$ 12 billion that can potentially result in energy savings of up to 20 per cent of current consumption, by way of innovative business and implementation models.

Convergence Energy Services Limited (CESL) is a wholly owned subsidiary of Energy Efficiency Services Limited (EESL), under the administration of Ministry of Power, Government of India headquartered at New Delhi. CESL focuses on the development of renewable energy, electric mobility etc. with the ultimate objective of discovering business models around a convergence of the various initiatives of the company.

CESL is handling solar and mobility portfolios of EESL, international business interests and any further business that involves a convergence of these two traditional sectors. CESL handles projects related to deployment of Electric Vehicles (EVs) and charging stations, solar power, renewables, carbon credits and other related matters. CESL has a dedicated carbon finance unit that is currently preparing its own portfolio.

2. OBJECTIVE

This Expression of Interest (EOI) document is for empanelment of Financial Institutions (FI), such as NBFs and Scheduled Banks, to finance electric vehicles facilitated by Convergence Energy Services Ltd. (CESL) in partnership with various state governments across India.

This request for expression of interest (EoI) is to invite applications (as per the format contained in the EoI), from interested Financial Institutions, having experience in automobile financing, and specifically financing of electric vehicles.

The eligible and qualified Financial Institutions (FI) shall be empanelled with CESL to provide the applicant/user(s) a financing solution for his or her chosen electric vehicle.

To include more Financial Institutions (FI) in the empanelled list, especially those who are operating across major cities of India in financing of EV/ICE vehicles, CESL encourages eligible FIs to participate in the process for empanelment by keeping the process of empanelment on rolling basis till September 30, 2022. The applicants will be allowed to update their qualifications, credentials and locations covered on a monthly basis.

3. SCOPE OF WORK

Through this EOI, CESL intends to bring forth a seamless financing (lending/leasing) solution for the buyers/purchasers of electric vehicles facilitated by CESL.



Signature :-
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MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 1318433

3.1.1. Role & Responsibilities of the Financial Institution

- a) Financial Institution(s) to finalise the evaluation criteria as per their existing policies for financing of electric vehicles
- b) Financial Institution(s) to accept and evaluate applications received from borrowers. Upon receiving the application, it will entirely be on Financial Institution(s) discretion and their own internal procedures & policies to accept or reject the application.
- c) Financial Institution(s) will be free to seek payment security from the borrower, such as post-dated cheques, as they see fit based on the due diligence conducted.
- d) Post verification and processing of documents, the FIs should generate a digital/physical sanction letter (using a pre-defined format) including relevant details such as loan amount, EMI amount, cost of debt and preferred loan tenure as per the creditworthiness of the borrower.
- e) The electric vehicle will be hypothecated to the lender for security.
- f) A loan will qualify as a non-performing asset (NPA), if the loan account remains overdue for a period of 90 days, as defined by the RBI (As per circular no: DBOD No. BP.BC/ 20 /21.04.048 /2001-2002)
- g) In case of the loan becoming a non-performing asset (NPA) due to default by the borrower, Financial Institution(s) will be free to repossess the vehicle following the due process.

3.1.2. Mandatory terms to be offered by Financial Institution

- a) The Financial Institution(s) shall mandatory disburse/sanction minimum 80% (LTV of 80%) of the invoiced vehicle value (net of FAME-II subsidy) as loan amount.
- b) The financing tenor to be provided by Financial Institution(s) will be a minimum of 24 months and a maximum of 60 months. The borrower may choose to avail financing for a period of 24 months or above, however, the Financial Institution(s) shall not restrict the loan tenor in anyway, provided the loan tenor should remain in the prescribed range.
- c) Maximum cost of debt should be not greater than 20% for any borrower for any tenor.
- d) Processing fee charged by the Financial Institution(s) shall be less than 4% of the sanctioned loan amount or INR 4000/-, whichever is lower.

Table 1: Mandatory terms for individual buyers of Electric Vehicles

Terms	Value
Min. loan to value ratio (LTV)	=< 80%
Max. Interest rate (fixed)	< 20%
Loan tenor	24 months to 60 months
Processing fee (as a % of loan value)	< 4% or INR 4000/- whichever is lower

3.1.3. Role & Responsibility of CESL

- a) The electric vehicle to be financed will be insured for the duration of the financing period
- b) Adequate after-sales support will be provided to the user of the electric vehicles through OEMs with necessary SLA conditions in place pertaining to turnaround time



in case of vehicle breakdown/ battery replacement/scheduled maintenance, as applicable in their terms and conditions.

- c) All vehicles to be financed shall be lithium-ion battery operated and come with standard product warranties.

4. ELIGIBILITY CRITERIA

This expression of interest is open for firms that fulfil the respective eligibility criteria provided below.

S No.	Particulars	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Financial Institution(s) in brief
(A)	(B)	(C)	(D)
1	Financial institution should meet following criteria: a) Should be a scheduled commercial bank or public financial institutions (registered under section 4A of the Companies Act 1956 (1 of 1956)), or b) Non-banking financial companies with the certificate of registration from Reserve Bank of India (RBI)	Registration certificate from RBI or under section 4A of the Companies Act 1956 In addition, GST number and PAN card for the FI must also be submitted.	Valid registration certificate
2	The Financial Institution should have an experience in financing of vehicles in the transport or auto sector/ electric vehicles for a minimum period of 5 years.	Proof of experience in financing of: Vehicles in the transport or auto sector/electric vehicles for a minimum period of 5 years	Copy of sanction letters, vehicle deployment details over the period mentioned
3	Should be a member of any Credit Information Companies (CICs) - i.e., CIBIL, Equifax, Experian and CRIF High Mark.	Proof of membership in CIC companies	Membership certificate
4	The Financial Institution(s) should not have been blacklisted by any central / state government or Public Sector Undertakings. If at any stage of the process or during the currency of the contract, any suppression / falsification of such information is	Self-certification at the time of submission.	Self-Certification



S No.	Particulars	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Financial Institution(s) in brief
(A)	(B)	(C)	(D)
	brought to the knowledge, CESL shall have rights to reject the proposal or terminate the contract, as the case maybe, without any compensation to the Financial Institution(s) & forfeiture of security/EMD/CPG, if any.		
5	Average Annual turnover of the Financial Institution ATO means revenue from operations.	Average Annual turnover of the Financial Institution(s) of the last three financial years (2018-19, 2019-20, and 2020-21) should be greater than INR 5 Crores per annum In case Audited Financial statement of FY 2020-21 is not available then bidder may alternatively provide Audited Financial statement of FY 2017-18, FY 2018-19, FY-2019-20. In this case, Financial year FY 2017-18, FY 2018-19, FY-2019-20 shall be considered.	Duly authorised copy of audited Financials for preceding last three financial year is to be submitted by bidder.
6	Assets under management (AUM)	Average Assets Under Management of the Financial Institution(s) for the last three financial years (2018-19, 2019-20, and 2020-21) should be greater than INR 10 Crores per annum In case Audited Financial statement of FY 2020-21 is not available then bidder may alternatively provide Audited Financial statement of FY 2017-18, FY 2018-19, FY-2019-20. In this case, Financial year FY 2017-18, FY 2018-19, FY-2019-20 shall be considered.	Audited Financial Statements and certificate from Chartered Accountant stating AUM.
6	Net worth in last financial year (2019-20) should not be less than 100% of paid up capital.	The net worth of the bidder in immediate last financial year i.e.,	Duly authorised copy of audited Financials for preceding last

Signature
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S No.	Particulars	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Financial Institution(s) in brief
(A)	(B)	(C)	(D)
	Net Worth means sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.	(FY 2020-21) should not be less than 100% of paid up share capital. In case Audited Financial statement of FY 2020-21 is not available then bidder may alternatively provide Audited Financial statement of FY 2017-18, FY 2018-19, FY-2019-20. In this case, FY-2019-20 shall be considered.	three financial year is to be submitted by bidder.
7	The Financial Institution should be profitable in any of the two previous financial year out of last three completed financial years Profitability means profit after tax.	The Financial Institution(s) should be not have suffered any financial loss in any two of the previous three (3) completed financial years (2018-19, 2019-20, and 2020-21) as on date of bid opening In case Audited Financial statement of FY 2020-21 is not available then bidder may alternatively provide Audited Financial statement of FY 2017-18, FY 2018-19, FY-2019-20. In this case, Financial year FY 2017-18, FY 2018-19, FY-2019-20 shall be considered.	Duly authorised copy of audited Financials for preceding last three financial year is to be submitted by bidder.
8	The Financial Institution should have at-least five branches covering different States/ UTs across the country and with an operational consumer grievance redressal mechanism	Proof of possession of working branches including rent agreement, electricity bill etc.	Duly certified by Company Secretary or Chartered Accountant

- i. Apart from the criteria given above, past performance of the Financial Institution(s) with CESL/ any other government entity, i.e., related to performance, etc. shall be taken into consideration by CESL during empanelment.



- ii. CESL reserves the right to independently verify the authenticity of the documents submitted/claims made by the Financial Institution(s) and may also ask for presenting the original copy of the submitted document(s). Further, on such verification, if it is found that the Financial Institution(s) has made false claims, submitted forged documents, etc., the Financial Institution(s) shall be liable for outright rejection, notwithstanding other rights available under the tendered Terms and Conditions for taking actions against the Financial Institution(s), as deemed fit by CESL.
- iii. For start-up firms, gazette notification dated 17 Feb 2016, G.S.R. 180(E), and the subsequently issued guidelines shall be considered for waiving off respective qualifying requirements.

5. EMPANELMENT PERFORMANCE GURANTEE

Within Twenty- Eight (28) days of the receipt of Empanelment Letter from CESL, the OEM shall furnish the Empanelment Performance Security/Guarantee in the form of a Bank Guarantee or Demand Draft of **INR 5,00,000/- (Rupees Five Lakh Only.)**

Any delay in submission of SD/CPG/DD shall be deemed as accruing of financial benefit to the DA and CESL may take necessary interest penalty recovery action (interest @ SBI's MCLR + 2 %) from the payments due to the DA for the period of delay. However, this provision does not bind CESL in any way from proceeding against the DA (including forfeiture of EMD, cancellation of the empanelment/LOA, etc.) for non-compliance towards non-submission of the SD/CPG/DD.

The Bank Guarantee must be valid to cover Period of Engagement + three months Claim Period.

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 his 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.

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.

This 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.

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

CESL encourages bidder to submit the EPG in the form of DD so as to avoid any delay in confirmation process of banks.



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6. **ADJUDICATOR**

Adjudicator under the contract shall be appointed by the Appointing Authority i.e. MD (CESL). If the bidder does not accept the Adjudicator proposed by CESL, it should so state in its bid form and make a counter proposal of an adjudicator. If on the day the contract agreement is signed, the CESL and contractor have not agreed on the appointment of adjudicator, the adjudicator shall be appointed, at the request of either party, by the appointing authority specified.

7. **ARBITRATION**

Arbitration shall be carried out as per Arbitration Act 1996 and its subsequent amendment. The Contract shall be governed by and interpreted in accordance with the laws in force in India. The courts of Delhi shall have exclusive jurisdiction in all matters arising under the contract.

8. **DECLARATION OF LOCAL CONTENT**

As per order No: P-45021/2/2017-PP (BE-II) dated: 16-Sept-2020 of Department of Promotion of Industry and Internal Trade-

- a. Only 'Class-I Local Suppliers' and 'Class-II Local Suppliers' are eligible to bid in this tender.
- b. Margin of purchase preference applicable to 'Class I Local Supplier' is 20%.

NON-LOCAL SUPPLIERS ARE NOT ELIGIBLE TO BID IN THIS TENDER

Note: Bidder shall carefully go through the above mentioned order in order to understand the whole process and definition of various terms (e.g. Class-I Local supplier, Local content etc) pertaining to the said order which have also been used in this tender document. The defining percentage of Local

Bidder shall submit a certificate stating the minimum percentage of local content as per the format given in **Attachment-12 of Section-6 of Tender Document**. The certificate shall be from the statutory auditor or cost auditor of the company (in 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. It is mandatory to mention UDIN No in the certificate.

NOTE : False declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial rules for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of the General Financial rules along with such other actions as may be permissible under law.

9. **BID SECURITY DECLARATION**

The bidder shall furnish, as part of its bid, a bid security declaration in a separate envelope. The bid security declaration shall be given on Rs.100 stamp paper duly notarized, as per the format given in Attachment-2 of Section-6. Scanned copy of the bid security declaration shall be submitted online while submitting the bid against serial no 2 as mentioned in Section-4 (Envelope-1 pre-qualifying documents). Hard copy of the bid security declaration shall also be submitted manually in tender box on and before Technical e-bid opening date and time.

The tender submission, tender closing and opening will be done electronically and online.



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CESL will 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.

10. RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

Order No: F.No 6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance, mentions that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as specified in the order.

“Bidder from a country which shares a land border with India” for the purpose of the order means-

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The above-mentioned order shall be applicable to this tender. The bidder shall carefully go through the above-mentioned order and ensure its eligibility in accordance of the same. Bidder should refer to above mentioned order for clarification over definitions and clauses as applicable.

The bidder shall submit a Self-Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” as per **Attachment-11** of Section-6, Forms & Procedure.

11. COMPLIANCE TO CESL'S EHSS POLICY

The BIDDER shall necessarily comply with CESL's EHSS (Environmental, Occupational Health & Social) policy as applicable to this tender and any further modification(s)/addition(s) to EHSS policy. The existing policy may be referred at <https://eeslindia.org/>

12. ACTION BY CESL IF L1 BACKS OUT

After opening of price bid, if L1 bidder backs out, the bidder will be put on holiday list of CESL for a period of one year. During this tenure, the bidder will be barred from participation in CESL tendering process. However, bidder has to continue the unexecuted work of the other prevailing work if any under the current running contracts. Simultaneously, the EMD submitted by such bidder against the subject tender will be forfeited. If bidder is exempted from submission of EMD, then the EMD amount will be adjusted from the payments due to the contractor against other running contracts. If there is no running contract of the bidder/ no payment dues of the bidder, then CESL reserves the right to take any legal remedy as deemed fit to recover the penalty equivalent to EMD amount through legal means.



Signature :-
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User ID : deepak.mittal
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13. EVALUATION CRITERIA

- a) Letter of empanelment will be issued to all techno commercially qualified bidders

14. PARTICIPATION FEE

The Financial Institution(s) shall mandatory submit participation fee of an amount equal to 0.5 % (exclusive of GST) of the disbursed Loan Amount within 15 days of loan disbursement.



Signature :-
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MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 1318433

BID FORM

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

Subject: - NIT/Bid Document No.: -

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: Bid document fee/cost of tender documents [wherever applicable], Bid Security Declaration , Bid Form, Power of attorney, Certificate regarding acceptance of important terms and conditions, Form of acceptance of CESL fraud prevention policy.

Envelope 2: Price Bid

We confirm that we have quoted as per instructions and terms and conditions of tender documents. We have submitted all the four attachments as stated in “Instructions to Bidders”

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 including service tax, entry tax (if any), duties, levies, charges as may be assessed on us.

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.

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.

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.

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.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Intent/ Letter of Award shall constitute a binding

Signature :-
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contract between us.

We understand that you are not bound to accept the lowest or any other bid you may receive.

We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated -----

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

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, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 1318433

[Duly Notarized on Rs. 100/- Stamp Paper]

Bid Security Declaration

In reference to CESL Tender For “ _____[Subject of Tender]_____” published vide NIT/Bid Document No : _____ dated: _____, I, on behalf of _____[Name of the bidder]_____ hereinafter referred to as “Bidder”,

- (a) understand that, according to tender conditions, bids must be supported by a Bid Security Declaration.
- (b) hereby submit a declaration that the bid submitted by the undersigned, on behalf of the Bidder, either sole or in JV or Company, shall not be withdrawn or modified during the period of bid validity as mentioned in the tender document.

I, on behalf of the Bidder, _____[Name of the bidder]_____, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if _____[Name of the bidder]_____ fail to sign the contract in case the work is awarded to us or fail to submit a performance security before the deadline defined in the tender document/letter of award, then _____[Name of the bidder]_____ shall be suspended for participating in the tendering process of CESL, for a period of one (01) year from bid due date of above referred tender.

I, on behalf of the Bidder, _____[Name of the bidder]_____, also understand that this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (a) the receipt of your notification of the name of the successful Bidder; or
- (b) thirty days after the expiration of the validity of my/our Bid

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of: _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of _____[Name of the bidder]_____

Dated on _____ day of _____, 2020 (insert date of signing)

Corporate Seal (where appropriate)



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
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ATTACHMENT - 3

Tender Document No/Package No:

Dated: Package

Details.....

A. POWER OF ATTORNEY

BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT on 100Rs Stamp Paper



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 1318433

Tender Document No/Package No:

Dated:

(CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS)

Bidder's Name& Address

To,
CGM (SCM)
Convergence Energy Services Limited.
(A wholly Owned Subsidiary of EESL)
Core-3, 2nd 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.

General EOI condition

Standard requirement

Quality control

Service Level Agreements (SLAs)

Price Quotation

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:

Note: In the absence of this certificate, the bid shall be rejected and shall be returned unopened. Bidder can take a print.



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 1318433

NAME OF WORK:.....
BIDDING DOCUMENT NO.....

(Deviations Statement)

Bidder's Name and Address:

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

Dear Sir,

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, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
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User ID : deepak.mittal
Serial No : 1318433

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

PROFORMA OF BANK GUARANTEE FOR EMPANELMENT PERFORMANCE

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

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

Dear Sirs,

In consideration of the CESL, (hereinafter referred to as the 'Owner,' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with its Registered / Head Office at

..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), a Contract by issue of Owner's Letter of Award

No
.....
dated

.....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 INR

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

Witness

.....
Signature
.....
Name

Signature
.....
Bank's Rubber Stamp

.....
Official Address
.....

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.

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

Signature :-
Subject : GN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 1318433



S.No.	Details of Checks	YES / NO
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act ?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature 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 EESL in any manner)?	
h)	In case of deviations in text of BG, which materially affect the right of EESL 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?	

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

Nationalised 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

Signature
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
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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.	SocieteGenerale
29.	BNP Paribas	36.	Barclays Bank
30.	Calyon Bank	37.	ABN Amro Bank N. V.
31.	Citi Bank N.A.	38.	Bank of Nova Scotia
32.	Deutsche Bank A. G.	39.	Development Bank of Singapore
33.	The Hong Kong and Shanghai Banking Corporation Ltd.		

D. SCHEDULED PRIVATE BANKS

Sl.No.	Name of Banks	Sl. No.	Name of Banks
40.	ING Vysya Bank Ltd.	43.	UTI Bank Ltd.
41.	ICICI Bank Ltd.	44.	YES Bank
42.	HDFC Bank Ltd.		

E. Other Public Sector Banks

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



**FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY
(On the letter head)**

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

Sub: Letter of Acceptance of EESL Fraud Policy Ref: NIT/RFP No. 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 Fraud Prevention Policy of EESL.

Thanki
ng
You,

Yours faithfully,

Signature

Printed Name

Designation.....

Common Seal.....

Date: Place:

FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE www.eeslindia.org



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 1318433

**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 NoDate:

Bidder's Name and Address:

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

Dear Sir,

- 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 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 Clause Section 3 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 thisundertaking.

Witness:

Yours faithfully,

(1)
(2)

(Signature of Authorized Signatory)
on behalf of the Holding Company

Name &Designation



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 1318433

Name of the Holding Company

.....

(Seal of Holding Company)



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 131B433

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

From: M/s _____

Sub: RTGS/NEFT Payments

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

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

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

Encl: As above:-

Confirmed by Banker
With Seal

Signature of supplier
With stamp & Address



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 1318433

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

(To be submitted on Applicant’s Letter Head)

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

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 as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India 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, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 1318433

CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT

[On the Letter Head]

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

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

Ref: NIT/Bid Document No:

Dear Sir/Madam,
This is to certify that following is the local content percentagebeing 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 04th June 2020** and the bidder shall strictly abide by all provisions of the subject notification.

Sr. No	Item/s	Percentage of Local Content
1		

Thanking You,

Yours faithfully,

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

.....

Printed Name.....

Seal.....

UDIN No

Date.....

Place.....

.....





ATTACHMENT-13

CERTIFICATE REGARDING COMPLIANCE OF MeitY NOTIFICATION VIDE FILE NO. 1(10)/2017-CLESdt. 02.07.18

(To be submitted on Applicant's letter head)

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

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

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)

.....

Printed Name.....

Seal.....

UDIN No:

Date:

Place:

P.S. In case any complaint is received at CESL end against the bidder regarding supply of domestically manufactured/produced Cyber Security Products, the same shall be referred to STQC, an attached office of MeitY.



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
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