

DETAILED INVITATION FOR BIDS (IFB)

FOR

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

ISSUED BY



*Convergence Energy Services Limited*  
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Lodhi Road, New Delhi-110003

International Competitive Bidding (ICB)

November 2024



Signature :-  
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VICES LIMITED, c=IN  
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# Section 1: Instructions to Bidders

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## A. General

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

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- (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
  - (vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
  - (vii) “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
  - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

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

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

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

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preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or

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

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

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

## B. Contents of Bidding Document

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

### PART I Bidding Procedures

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

### PART II Supply Requirements

- Section 6 Schedule of Supply (SS)

### PART III Conditions of Contract and Contract Forms

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

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

7. **Clarification of Bidding Document** 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no

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later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.

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

## C. Preparation of Bids

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

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- (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (i) any other document required in the BDS.
- 12. Bid Submission Sheet and Price Schedules**
- 12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3. Unit rates and prices for all items in the Schedule of Supply shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.
- 14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for Goods offered from within the Purchaser's country:
- (i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as

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

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

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## Qualifications of the Bidder

- 19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## 20. Period of Validity of Bids

- 20.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Purchaser in accordance with ITB 24.1. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

## 21. Bid Security/ Bid-Securing Declaration

- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.
- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or
  - an irrevocable letter of credit, or
  - a cashier's or certified check.

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included

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in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

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

## 22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on

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behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Purchaser's request shall cause the rejection of the Bid. If either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

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

## D. Submission and Opening of Bids

### 23. Sealing and Marking of Bids

- 23.1 Bidders shall submit their Bids as specified in the BDS. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 and ITB 23.3.
- (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

- 23.2 The inner and outer envelopes shall

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB 24.1;
- (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1.

- 23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

### 24. Deadline for Submission of Bids

- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.

- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and

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Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 25. Late Bids** 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids** 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
  - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 27. Bid Opening** 27.1 The Purchaser shall open the Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted. The substituted Bid shall not be opened, but returned unopened to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

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- 27.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), discounts, and alternative offers; the presence of a bid security or a Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.
- 27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online if electronic bidding was permitted.

## E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.
- 29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

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- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 31. Determination of Responsiveness**
- 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would
    - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
    - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 31.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 31.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 32. Nonmaterial Nonconformities**
- 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.
- 32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using

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- the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 33. Correction of Arithmetical Errors**
- 33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
  - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and its bid security may be forfeited, or its Bid-Securing Declaration executed.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 35. Domestic Preference**
- 35.1 Unless otherwise specified in the BDS, domestic preference shall not apply.
- 36. Evaluation and Comparison of Bids**
- 36.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.
- 36.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with ITB 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) adjustment for nonmaterial nonconformities in accordance with ITB 32.3;
  - (e) assessment whether the bid is abnormally low in accordance with ITB 37; and
  - (f) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics,

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performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and

- (g) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34.

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

- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
- (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

36.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).

36.5 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.2.

### 37. Abnormally Low Bids

37.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

37.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:

- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
- (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the bid.

37.3 With regard to ITB 37.2 (b) above, the Purchaser will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be

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adopted; and any exceptionally favorable conditions available to the bidder for the goods or services proposed.

- 37.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may:
- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
  - (b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Purchaser against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or
  - (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next lowest evaluated bid, if required
- 38. Post-qualification of the Bidder**
- 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 40. Notice of Intention for Award of Contract**
- 40.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

## F. Award of Contract

- 41. Award Criteria** 41.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined, in line with ITB 36 to ITB 38 above, to be the lowest

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 Serial No : 1750C1E



- evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 42. Purchaser's Right to Vary Quantities at Time of Award**
- 42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
- 43. Notification of Award**
- 43.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 40.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Purchaser shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser also notify all other Bidders of the results of the bidding.
- 43.2 Unless standstill period applies, upon notification of award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 43.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 43.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the Borrower shall publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot or package numbers as applicable and the following information:
- (a) name of each Bidder who submitted a Bid;
  - (b) bid prices as read out at bid opening;
  - (c) name and evaluated prices of each Bid that was evaluated;
  - (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
  - (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 44. Signing of Contract**
- 44.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement.
- 44.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

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 Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1  
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- 45. Performance Security**
- 45.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, subject to ITB 37, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.
- 45.2 Failure of the successful Bidder to submit the abovementioned performance security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 46. Bidding-Related Complaints**
- 46.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

The Interested Bidders have to necessarily register themselves on the portal <https://cesl.eproc.in> as explained in Para below to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s C1 India Pvt Ltd Gurugram at following address to complete the registration formalities:

M/s C 1 India Pvt Ltd.,  
Plot No. 68, 3rd Floor,  
Sector-44, Gurugram  
Haryana-122003  
Contact No.: +91 124 430 2000; +91 97735 81223; +91 95606 37779;  
Email-ID: [pankaj.verma@c1india.com](mailto:pankaj.verma@c1india.com), [sandeep.bhandari@c1india.com](mailto:sandeep.bhandari@c1india.com)

A onetime fee of USD 65/ Euro 60/ Yen 95/ INR 5000 is to be paid for this registration. Digital Signature Certificates (DSCs): To carry out e-Procurement using e-Procurement portals, all bidders will be required to obtain valid DSC of Class 3 (Signing + Encryption) issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in> ]. Bidders are solely responsible for purchase of valid Digital Signature Certificate from authorized Certification Authorities and safe keeping of the certificates.

The e-mail address specified in the Digital Signature Certificate shall match with the e-mail address specified in the user profile created during supplier registration. Bidders shall take due care to safe keep the e-Procurement system and DSC token passwords. The Purchaser shall not be responsible for inability of bidder to participate in a tender due to loss of password by bidder or inability of the bidder to retrieve password. The Purchaser shall not be responsible for failures or breakdowns of systems, other than those, strictly within the control of Purchaser and its e-Procurement service provider. Bidders shall take due care to ensure purchase of Digital Signature Certificate requisite for tender submission in the e-Procurement portal, availability of internet connectivity and requisite client software

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Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a12b0df90330ce06ba7e403d2817307fd63, ST=TELANGANA, OID.2.5.4.17=500033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER





Enrollment on e-Procurement portal: As stated above, Bidders have to be registered in the e-Procurement portal to be able to participate in tenders published on the site. Registration of each organization is to be done by one of its senior duly authorized official who will be the main person coordinating for the e-tendering activities. For further details, please visit the website <https://cesl.eproc.in> and follow further instructions.

Please note that even after acceptance of your registration by the Service Provider, Bidders need time to complete the mandatory activities related to their organization and prospective bidders are advised to plan accordingly.

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0033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b1  
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## Section 2: Bid Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids (IFB) is: CESL/06/2024-25/E-bicycle/24250910
<b>ITB 1.1</b>	The Purchaser is: Convergence Energy Services Limited
<b>ITB 1.1</b>	The name of the open competitive bidding (OCB) is: Procurement and Supply of Electric Cycles for promoting micro mobility solutions across India The identification number of the OCB is: CESL/06/2024-25/E-bicycles/24250910 The number and identification of lots comprising this OCB is: Three (03)
<b>ITB 2.1</b>	The Borrower is: Government of India
<b>ITB 2.1</b>	The name of the Project is: Scaling up Demand- Side Energy Efficiency Sector Project Grant No: 9874-IND
<b>Pre-Bid Meeting</b>	Pre-Bid Meeting Date: 12/11/2024 Time: 11:00 Hrs. Link to Attend Pre-Bid Meeting: <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjRkMDE1ZWEtZjA0My00YjVvKLTgwNWQYzFiOWWQ0MGQ3OTY4%40thread.v2/0?context=%7b%22Tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%22Oid%22%3a%228736dc40-2efb-4d81-8408-3b18db85754c%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjRkMDE1ZWEtZjA0My00YjVvKLTgwNWQYzFiOWWQ0MGQ3OTY4%40thread.v2/0?context=%7b%22Tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%22Oid%22%3a%228736dc40-2efb-4d81-8408-3b18db85754c%22%7d</a>  Meeting ID: 429 350 650 923 Passcode: yBtWJG
<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	For <b>contractual clarification purposes</b> only, the Purchaser's address is: Sh. Ashim Bhattacharya, Chief General Manager (Contracts) Convergence Energy Services Limited NFL Building, 2nd Floor, Core – III SCOPE Complex, Lodhi Road, New Delhi-110003 Telephone: 9111-42259600; E-mail address: ceslcontracts@eesl.co.in  For the purpose of obtaining <b>technical clarification</b> , the Employer's address is: Mr. Amit Sood (Head-Commercial)

Signature :-  
Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a12b0df90330ce06ba7e403d2817307f0d63, ST=TELANGANA, OID.2.5.4.17=500033, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER

	<p>Convergence Energy Services Limited NFL Building, 2nd Floor, Core – III SCOPE Complex, Lodhi Road, New Delhi-110003 Telephone:9111-42259600 Email-Id: <a href="mailto:asood1@eesl.co.in">asood1@eesl.co.in</a></p> <p><u><a href="#">NOTE: SUBMISSION OF HARD COPIES SHALL BE ON THE ABOVE ADDRESS AS PER THE TIMELINES MENTIONED IN THIS SECTION.</a></u></p>
<p><b>Enrollment on E-procurement Portal</b></p>	<p>The Interested Bidders have to necessarily register themselves on the portal <a href="https://cesl.eproc.in">https://cesl.eproc.in</a> as explained in Para below to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s C1 India Pvt Ltd Gurugram at following address to complete the registration formalities:</p> <p>M/s C 1 India Pvt Ltd., Plot No. 68, 3rd Floor, Sector-44, Gurugram Haryana-122003 Contact No.: +91 124 430 2000; +91 97735 81223; +91 95606 37779; Email-ID:<a href="mailto:pankaj.verma@c1india.com">pankaj.verma@c1india.com</a>, <a href="mailto:sandeep.bhandari@c1india.com">sandeep.bhandari@c1india.com</a></p> <p>A onetime fee of USD 65/ Euro 60/ Yen 95/ INR 5000 is to be paid for this registration.</p> <p>Digital Signature Certificates (DSCs): To carry out e-Procurement using e-Procurement portals, all bidders will be required to obtain valid DSC of Class 3 (Signing + Encryption) issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <a href="http://www.cca.gov.in">http://www.cca.gov.in</a> ]. Bidders are solely responsible for purchase of valid Digital Signature Certificate from authorized Certification Authorities and safe keeping of the certificates.</p> <p>The e-mail address specified in the Digital Signature Certificate shall match with the e-mail address specified in the user profile created during supplier registration. Bidders shall take due care to safe keep the e-Procurement system and DSC token passwords. The Purchaser shall not be responsible for inability of bidder to participate in a tender due to loss of password by bidder or inability of the bidder to retrieve password. The Purchaser shall not be responsible for failures or breakdowns of systems, other than those, strictly within the control of Purchaser and its e-Procurement service provider. Bidders shall take due care to ensure purchase of Digital Signature Certificate requisite for tender submission in the e-Procurement portal, availability of internet connectivity and requisite client software</p> <p>Enrollment on e-Procurement portal: As stated above, Bidders have to be registered in the e-Procurement portal to be able to participate in tenders</p>

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0033, OID.2.5.4.20=159798cc72cc9a25f05c1e90ed13c2091051858621e3b1  
0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER

VIDE SIGNATURE :-  
Serial No : 1750C1E



	<p>published on the site. Registration of each organization is to be done by one of its senior duly authorized official who will be the main person coordinating for the e-tendering activities. For further details, please visit the website <a href="https://cesl.eproc.in">https://cesl.eproc.in</a> and follow further instructions.</p> <p>Please note that even after acceptance of your registration by the Service Provider, Bidders need time to complete the mandatory activities related to their organization and prospective bidders are advised to plan accordingly.</p>
<h3>C. Preparation of Bids</h3>	
<b>ITB 10.1</b>	The language of the Bid is: English
<b>ITB 11.1 (i)</b>	<p>The Bidder shall submit with its Bid the following additional documents:</p> <p>(i) Demand Draft (DD) towards Bidding Document fee of the amount either ₹ 25000, \$ 320, € 280, or ¥ 45000. Specified in the BDS</p> <p style="text-align: center;">OR</p> <p><b>Online Payment – Account Name: Convergence Energy Services Limited; Account Number: 000705051799; RTGS/NEFT IFS Code: ICIC0000007; MICR Code: 110229002; Customer ID: 578807920; Account Type: Current Account; Branch: 9A, Phelps, Connaught Place, New Delhi – 110001</b></p> <p><b>PLEASE NOTE: In case of online payment of bid document fee, bidder shall upload the receipt during online submission of bid however, hard copy of the receipt is not required.</b></p> <p>ii) <b>Bid Security/Earnest Money Deposit (EMD)- (in Original)</b> in accordance with clause 21 of BDS, Section-2 (the format is attached as Attachment-2, Section-4: Bidding Forms)</p> <p style="text-align: center;">OR</p> <p><b>Online Payment – Account Name: Convergence Energy Services Limited; Account Number: 000705051799; RTGS/NEFT IFS Code: ICIC0000007; MICR Code: 110229002; Customer ID: 578807920; Account Type: Current Account; Branch: 9A, Phelps, Connaught Place, New Delhi – 110001</b></p> <p><b>The original bid security and tender processing fee (in case of DD) is to be submitted so as to reach the address at ITB 7.1 above by 14:00 hrs IST on 26 November 2024 i.e. 30 minutes before the bid submission time given below at ITB 24.1 in BDS</b></p> <p><b>Non-Submission of Hard Copies of the documents shall lead to bid rejection.</b></p> <p>iii) Technical Certifications:</p> <ol style="list-style-type: none"> <li>(a) Electric cycles to be certified as per Central Motor Vehicle Rules (CMVR) from ARAI/ICAT or any other Indian government certified agency.</li> <li>(b) Manufactures Authorization</li> <li>(c) Bulk Order Certificate</li> <li>(d) Production Capacity Certificate</li> </ol>

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<b>ITB 12.2</b>	The units and rates in figures entered into the Price Schedules should be typewritten. Price Schedules not presented accordingly may be considered nonresponsive.
<b>ITB 13.1</b>	Alternative Bids <i>are not</i> permitted.
<b>ITB 14.5</b>	The Incoterms edition is: INCO Terms 2020 Edition
<b>ITB 14.6 (b) (i)</b>	For Goods offered from outside the Purchaser's country, the Bidder shall quote CIF prices using the following Incoterms: INCO Terms 2020 Edition
<b>ITB 14.7</b>	The prices quoted by the Bidder shall be fixed and not subject to adjustment
<b>ITB 14.8</b>	Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot.  Prices quoted for each item of a lot shall correspond at least to 100 % of the quantities specified for this item of a lot.
<b>ITB 15.1</b>	The currencies of the Bid shall be as follows:  (a) The prices shall be quoted either in INR/ USD/Yen/Euro.  (b) A Bidder expecting to incur a portion of its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the Schedule of Prices and the Letter of Bid.  (c) If some of the contract expenditures related to Design, Installation and Other Services are to be incurred in the Employer's country, such expenditures shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred.  (d) Bidders may be required by the Employer to clarify their local and foreign currency requirements, and to substantiate that the amounts included in the Price Schedules are reasonable and responsive to ITB 18.1 in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder.  (e) During the performance of the contract, the foreign currency portions of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor to reflect any changes in foreign currency requirements for the contract. Any such adjustment shall be effected by comparing the amounts quoted in the bid with the amounts already used in the Facilities and the Contractor's future needs for imported items.
<b>ITB 19.2</b>	The Bidder shall include with its bid the Manufacturer's Authorization for the following item(s):  The Bidder is required to submit a Manufacturer's Authorization.
<b>ITB 20.1</b>	The bid validity period shall be 180 days.
<b>ITB 21.1</b>	The Bidder shall furnish a bid security (Earnest Money Deposit- EMD) as given below for each LOT:

Signature :  
 Subject : [www.VERUGOPALMANGALI](#), SERIALNUMBER=6255e467a2d0e36ed041d61a1  
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 0b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=ENERGY EFFICIENCY SER

	INR	USD	Euro	Yen
LOT I	2,25,000	2800	2600	420000
LOT II	3,15,000	4000	3600	590000
LOT III	1,96,000	2500	2300	380000

The source of the selling exchange rate shall be: Reference rates as published by Financial Benchmarks India Pvt. Ltd. (FBIL).

The date for the selling exchange rate shall be: Date of Bid Opening

A Bid-Securing Declaration in lieu of Bid Security is not acceptable.

The Bid Security shall be valid for a period of 28 days beyond the bid validity. In case of bidding for more than one lot, bidder is required to submit cumulative amount of bid security for the lots intended to be bid.

**ITB 21.4** Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Purchaser shall request the Bidder to submit a compliant bid security within 7 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.

**ITB 22.1** Not applicable to electronic procurement

**ITB 22.2** Replace the existing clause by the following:

The bid shall be signed digitally by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written power of attorney accompanying the bid and shall be uploaded along with the bid. The name and position held by each person signing the authorization must be typed or printed below the signature.

If a bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within 7 days. Failure to provide an acceptable authorization within the period stated in the Employer's request shall cause the rejection of the Bid. If either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

**ITB 22.2** The Bidder shall submit an acceptable authorization within 7 days.

**D. Submission and Opening of Bids**

**ITB 23.1** Bidders shall submit their Bids electronically.

- Bidders shall submit Bids only electronically through the e-Tendering platform <https://cesl.eproc.in>
- Hard Copy submission of Bids is not permitted and shall not be accepted.
- Bidders should enroll online in the e-Tendering platform

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 Subject : CN=VENUGOPAL MANGALI, SERIALNUMBER=6255ef467faddea6ed041d61a1  
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 Serial No : 1750C1E

	<p>d) Bidders shall obtain a Digital Signature Certificate (DSC) as prescribed in the e-Tendering platform to complete online enrolment and bid submission.</p> <p>e) The Bidder is advised to submit its bid online in the e- Tendering platform well in advance before the prescribed time.</p> <p>Bids submitted online in the e-Tendering platform shall be considered as the original of the bid.</p>
<p><b>ITB 23.1 (b)</b></p>	<p><b>Electronic bidding submission procedures shall be as follows:</b></p> <p>a) The Bidder shall digitally sign and submit its bid online in the e-Tendering platform well in advance before the prescribed time. The Employer shall not accept bids submitted in manual form.</p> <p>b) The Bidder shall take due precaution to upload bid documents including the price bid document onto the envelopes defined in the e-Tendering platform.</p> <p>c) 'e-Tendering' means submission of a digitally signed bid (by a valid digital certificate which has been issued by a licensed Certifying Agency (as approved by Controller of Certifying Agency) which is stored in Time Stamped electronic sealed tender box.</p> <p>d) Bidder seeking to participate in the bidding process, shall have to procure a suitable class of Digital Certificate as per Information Technology Act, 2000 and accepted by the e-Tendering platform using which it shall digitally sign and submit its electronic bids online. Bidder can procure the same from any CCA approved Certifying Authority.</p> <p>e) Online bids will have to be digitally signed and submitted in a Time stamped electronic sealed tender folder on <a href="https://cesl.eproc.in">https://cesl.eproc.in</a></p> <p>f) Bidders shall take due care to ensure that the documents uploaded by them in the e-Procurement platform are virus free. Employer shall not be liable for such rejections.</p> <p>g) The downloaded Bid forms shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of Bidder.</p> <p>h) Bidder is required to download the bidding forms, print the forms, fill them, scan them and upload in the portal. The information on eligibility and qualification provided in the bidding forms only will be considered. Bidder will also provide reference of supporting documents provided in its support in the bidding forms.</p> <p>i) Employer shall not accept any responsibility for failures or breakdowns for systems other than in those systems strictly within the control of the Employer and its e-Tendering service provider.</p> <p>j)The onus is on the Bidder to ensure availability of the requisite infrastructure and systems required for online bid submission viz. Digital Signature Certificates and as applicable Digital Encryption Certificates required for bid submission in the e-Tendering platform, reliable internet connectivity and requisite client software.</p> <p>k) Bidder is required to get acquainted with the bid submission process in e-Tendering platform by contacting the e-Tendering service provider. Refer <a href="https://cesl.eproc.in">https://cesl.eproc.in</a> for further details and guidance.</p>

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	<p>l) Bidder is solely responsible for safe keeping of its Digital Signature Certificate (DSC) and as applicable Digital Encryption Certificate (DEC).</p> <p>m)The Employer reserves the right to verify original copies of scanned documents uploaded by bidders. The employer may seek additional documentary evidence on their technical proposals, which the bidder shall provide either online via the e-Tendering platform or in manual form.</p> <p>n)Bidders shall upload their bid documents in formats, which can be opened and read by open standard interfaces</p> <p>o) Bidders shall not lock electronic files uploaded in their proposal with passwords of their choice. The Employer reserves the right to reject password locked files outright and not consider contents within such locked files for bid evaluation</p>
<p><b>ITB 24.1</b></p>	<p>Replace ITB24.1with the following:</p> <p>Bidder shall submit its bid before expiry of the date and time for bid submission as specified in the e-Tendering platform. The system will automatically lock the tender as per the server clock. The Time followed in the portal is ordinarily as per Indian Standard Time (IST) which is GMT+5:30 hours. Bid opening date specified in the e-Tendering platform shall be taken as the final date.</p> <p>Bid submission and bid opening timelines will be defined as per line e-Tendering system server clock only.</p> <p>The original <b>bid security/ EMD and tender document / tender processing fee</b> is to be submitted so as to reach the address at ITB 7.1 above by <b>14:00 hrs IST on 26 November 2024 i.e. 30 minutes</b> before the bid submission time given below:</p> <p><b>The deadline for bid submission is</b></p> <p><b>Date: 26.11.2024</b></p> <p><b>Time: 14:30 Hours (IST)</b></p> <p><b>Please note: Non-Submission of Hard Copies for BID Security (EMD) and Bid Processing Fee (in case of DD) of the documents by 14:00 hours on 26.11.2024 shall lead to bid rejection.</b></p>
<p><b>ITB 27.1,27.2,27.3 &amp; 27.4</b></p>	<p><b>Replace the existing clauses by the following:</b></p> <p>27.1 The Employer shall conduct the bid opening in public, in the presence of Bidders` designated representatives (up to 2 persons) who choose to attend, and at the address, date and time below. Bidders can also view the bid opening by logging on to the e-procurement portal. Bid opening date specified in the e-Procurement portal/site shall be taken as the due date. The Employer reserves the right to open bids received in response to a tender on or after the bid opening date and time specified in the e-Procurement portal/site: <a href="https://cesl.eproc.in">https://cesl.eproc.in</a></p> <p><b>The bid opening shall take place at:</b></p> <p>Convergence Energy Services Limited NFL Building, 2nd Floor, Core – III SCOPE Complex,</p>

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	<p>Lodhi Road, New Delhi-110003 Telephone: <a href="tel:+011-42259600">+011-42259600</a></p> <p><b>Date: 26/11/2024</b> <b>*Time: 15:30hrs. (IST)</b></p> <p>* bid opening timelines will be defined as per the e-Procurement server clock only</p> <p>The technical bids recorded and opened at the time of opening shall be considered for evaluation.</p> <p>The Price Bids will remain unopened in the e-procurement website and will remain encrypted, until the specified time of its opening.</p> <p>27.2 The withdrawn bid will not be available in the system. Only the last modified bid shall be available in the system which shall be opened along with other bids. Only bids that are opened at bid opening shall be considered further.</p> <p>27.3 All other Bids, the bidders' names and any such other details as the Employer may consider appropriate, will be available through the portal as per electronic form filled in by the bidder, and will become viewable at the time of opening of bids. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).</p> <p>However, opening of bid, whether or not accompanied with the Bidding Document Fee and/or bid security, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in this Bid Document. The Letter of Bid and Price Schedules shall be initialed by 3 representatives of the Employer attending the Bid opening</p> <p>27.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative Bids; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time and posted online when electronic bidding is permitted.</p> <p>The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document.</p>
<p><b>E. Evaluation and Comparison of Bids</b></p>	

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Serial No : 1750C1E



<b>ITB 34.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: INR</p> <p>The source of the selling exchange rate shall be: Reference rates as published by Financial Benchmarks India Pvt. Ltd. (FBIL).</p> <p>The date for the selling exchange rate shall be: Date of Bid Opening</p>
<b>ITB 35.1</b>	<p>Domestic preference shall apply.</p> <p>The application methodology will be as specified in Section 3 (Evaluation and Qualification Criteria.)</p>
<b>ITB 38.2</b>	<p>The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates, shall be permitted to meet the financial criterion mentioned in 2.3.2 Section 3.</p>
<b>ITB 40.1</b>	<p>(a) Standstill provisions shall not apply.</p>
<b>F. Award of Contract</b>	
<b>ITB 42.1</b>	<p>The maximum percentage by which quantities may be increased is: 15%</p> <p>The maximum percentage by which quantities may be decreased is: 15%</p>
<b>ITB 46.1</b>	<p>The procedures for Bidding-Related Complaints are referenced in the Procurement Regulations for ADB Borrowers (Appendix 7). The Bidder should submit its complaint following these procedures, in writing, to:</p> <p style="padding-left: 40px;">For the attention: Mr. Vishal Kapoor</p> <p style="padding-left: 40px;">Title/position: Chief Executive Officer, EESL</p> <p style="padding-left: 40px;">Employer: Convergence Energy Services Ltd</p> <p style="padding-left: 40px;">E-mail address: <a href="mailto:mdcesl@eesl.co.in">mdcesl@eesl.co.in</a></p> <p style="padding-left: 40px;">Fax number: +91(011) 45801265</p>
<b>ITB 46</b>	<p>The following clauses are added:</p> <p>46.1 Bidders shall upload their bid documents in formats, which can be opened and read by open standard interfaces.</p> <p>46.2 Bidders shall not lock electronic files uploaded in their proposal with passwords of their choice. The Employer reserves the right to reject password locked files outright and not consider contents within such locked files for bid evaluation.</p> <p>46.3 In case a bidder wishes to ascertain the grounds on which its bid was declared non-responsive, he may do so by submitting his request to the Employer. Such a case shall be addressed as per Procurement Guidelines of ADB.</p>

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	<p>46.4 The Employer reserves the right to extend bid submission timeline if e-Tendering server is inaccessible or inoperative for a prolonged period of time within the last 24 hours of the bid submission due date. The Employer shall consult the e-Tendering service provider and seek its opinion and decide to extend the bid submission timeline in accordance with the technical explanation provided by the e-Tendering service provider.</p> <p>46.5 The Employer reserves the right to verify original copies of scanned documents uploaded by bidders.</p> <p>46.6 The Bidder shall take due care to ensure that the documents uploaded by it in the e-Procurement system are virus free. If the documents uploaded by the Bidder could not be opened, due to virus during tender opening, the bid is liable to be rejected.</p> <p>46.7 Only those bids marked as submitted, as acknowledged by a bid submission reference, at the bid submission time will be considered for evaluation</p>
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