



**OFFICE OF THE TRANSPORT COMMISSIONER-CUM-CHAIRMAN
STATE TRANSPORT AUTHORITY, ODISHA, CUTTACK**

Notice No: **3963/LX-47/2024/TECH/TC**

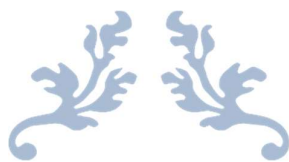
Date: **12/03/ 2024**

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SUCCESSFUL BIDDER FOR
“SETTING UP OF ELECTRIC VEHICLE CHARGING STATIONS (EVCS) AT VARIOUS
LOCATIONS IN ODISHA”**

E-Tenders are invited from intending bidders for Selection of successful bidder for **“Setting up of Electric Vehicle Charging Stations (EVCS) at various locations in Odisha”**. Interested bidders are advised to study the RFP document carefully, before submitting their proposals, in response to this RFP Notice. Submission of proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications. Please refer to the website **www.odishatransport.gov.in** and **www.enivida.odisha.gov.in** for details.

Sd/-

**Transport Commissioner,
Odisha**



REQUEST FOR PROPOSAL

RFP for Setting up of Electric Vehicle Charging Stations (EVCS) at various locations in Odisha



(e-Tender Reference No.: 3966/LX-47/2024 Dt. 12/03/2024)



State Transport Authority

6th Floor, Rajaswa Bhawan, Chandini Chowk,

Cuttack-753002, Odisha

Telephone – 0671-2507042 | Email – addl.comm.tech@gmail.com

For details, please visit: <https://enivida.odisha.gov.in/>

Contents

DISCLAIMER	iii
GLOSSARY	vi
PROJECT INFORMATION MEMORANDUM	vii
SECTION-1-INTRODUCTION	1
1.1 Background	1
1.2 Brief description of Bidding Process	4
1.3 Schedule of Bidding Process	6
SECTION-2- INSTRUCTIONS TO BIDDERS	9
2.1 General terms of Bidding	9
2.2 Eligibility and qualification requirements of Bidder	13
2.3 Change in Ownership	17
2.4 Proprietary data	17
2.5 Cost of Bidding	18
2.6 Site visit and verification of information	18
2.7 Verification and Disqualification	18
2.8 Contents of the RFP	20
2.9 Clarifications	21
2.10 Amendment of RFP	21
2.11 Instruction to Bidders	22
2.12 Guidelines for registration	22
2.13 Searching for tender documents	23
2.14 Preparation of bids	23
2.15 Submission of bids	23
2.16 For any clarification in using https://enivida.odisha.gov.in	24
2.17 Deleted	25
2.18 Deleted	25
2.19 Deleted	25
2.20 Deleted	25
2.21 Bid Security	26
SECTION-3- EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS 28	
3.1 Opening and Evaluation of Technical Bids	28
3.2 Tests of responsiveness	28
3.3 Evaluation parameters	29
3.4 Technical Capacity for purposes of evaluation	29
3.5 Details of Experience	30

3.6	Financial information for purposes of evaluation	30
3.7	Opening and Evaluation of Financial Bids	30
3.8	Selection of Bidder	30
3.9	Contacts during Bid Evaluation	32
3.10	Correspondence with Bidder	32
3.11	Billing and payment requirements	32
3.12	Payment Terms of Contracted Revenue Share to Authority	32
	SECTION-4-FRAUD AND CORRUPT PRACTICES.....	33
4.1	Fraud and Corrupt Practices.....	33
	SECTION-5-PRE-BID CONFERENCE.....	36
5.1	Pre-bid Conference	36
	SECTION-6-MISCELLANEOUS	37
6.1	Miscellaneous.....	37
	APPENDICES	38
	APPENDIX IA	39
	Annexure-I.....	44
	Annexure -1A.....	47
	Annexure-II	48
	Annexure-III.....	49
	Annexure-IV	52
	Annexure V	54
	APPENDIX IB.....	56
	APPENDIX II.....	58
	APPENDIX III	62
	APPENDIX IV	64
	APPENDIX V	67
	APPENDIX VI	72
	APPENDIX VII.....	80
	APPENDIX VIII	81
	APPENDIX IX	85
	APPENDIX X.....	88
	APPENDIX XI	93
	APPENDIX XII.....	136
	APPENDIX XIII	137

DISCLAIMER

1. The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, data and information furnished in this RFP or to be furnished later under the bidding documents, by the Authority are, only indicative and for the sole purpose of making available to interested parties / bidders information that may be useful to them in the formulation of their Bid. Such assumptions, assessments, statements and information contained in the Bidding Documents, especially the Project Information Memorandum & Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, before placing reliance on aforesaid assumptions, assessments, statements, data and information [furnished in this RFP or referred to herein, by the Authority] conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. For avoidance of doubt, in case Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information [furnished by the Authority in this RFP or referred to herein], then the same shall not in any manner bind/make liable the Authority, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

4. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising there from in any way for participation in this Bid Stage.
5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
6. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
8. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Authority or to any other person in a position to influence the decision of the [Authority] for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
9. Laws of the Republic of India are applicable to this RFP.
10. The RFP is solely for the implementation of the Project to be undertaken in accordance with this RFP on the Site, the owner of which is and shall always be Authority and the land shall always be deemed to be in the actual exclusive possession of Authority. The Selected Bidder shall only make use of the land to implement the Project and the land on which the proposed Project is to be undertaken shall in no way be deemed to be transferred by

any mode to the Selected Bidder. Any attempt to transfer the land by any mode shall be treated as malfeasance and in that event the Concession Agreement shall be terminated forthwith without any notice and reason and Authority shall resume the land together with all structures and forfeit the Bid Security/ Performance Guarantee without any prejudice to any action taken as per law.

GLOSSARY

Authority	As defined in Clause 1.1.2 of this RFP
Associate	As defined in Clause 2.1.19 of this RFP
Bank Guarantee	As defined in Clause 2.21.1 of this RFP
Bidders	As defined in Clause 1.2.2 of this RFP
Bidding Documents	As defined in Clause 1.1.7 of this RFP
Bid Due Date	As defined in Clause 1.1.7 of this RFP
Bidding Process	As defined in Clause 1.2.1 of this RFP
Bid Security	As defined in Clause 1.2.4 of this RFP
Bid Validity Period	As defined in Clause 1.3 of this RFP
Concession	As defined in Clause 1.1.5 of this RFP
Concession Agreement	As defined in Clause 1.1.2 of this RFP
Concessionaire	As defined in Clause 1.1.2 of this RFP
Conflict of Interest	As defined in Clause 2.2.1.(c) of this RFP
DBFOT	As defined in Clause 1.1.1 of this RFP
Demand Draft	As defined in Clause 2.21.2 of this RFP
Estimated Project Cost	As defined in Clause 1.1.4 of this RFP
Feasibility Report	As defined in Clause 1.2.3 of this RFP
Financial Bid	As defined in Clause 1.2.1 of this RFP
Government	Government of India
Highest Bidder	As defined in Clause 1.2.6 of this RFP
LOA	As defined in Clause 3.8.5 of this RFP
Member	Member of a Consortium
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1 of this RFP
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.2.7 of this RFP
Technical Bid	As defined in Clause 1.2.1 of this RFP

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

The words and expressions beginning with capital letters and not defined herein, but defined in the Concession Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

PROJECT INFORMATION MEMORANDUM

S. No	Parameters	Details
1.	Project Title	Setting up of Electric Vehicle Charging Stations (EVCS) at various locations in Odisha
2.	Concessioneing Authority	State Transport Authority of Odisha, Cuttack
3.	Nodal Agency	EIC(Electricity)-Cum-Principal Chief Electrical Inspector,Bhubaneswar
4.	Project Sites	List of locations in Odisha as provided in Appendix VIII.
5.	Proposed Project Components	Electric Vehicle Charging Stations (EVCS) and allied infrastructure as more particularly described in the draft Concession Agreement annexed as Appendix XI] to this RFP].
6.	Minimum Development Obligations (MDOs)	The Minimum Development Obligations include construction, operation and maintenance of the Project Assets till the end of the Concession Period as per the terms of the Concession Agreement (hereinafter defined)
7.	Term of the Agreement	5 years (including the Construction Period) from the Appointed Date. Concession Period can be further extended for another years based on mutually agreed terms between Authority and the Concessionaire. [The Concession Agreement shall include the period for fulfillment of Conditions Precedent, Concession Period (which includes the Operations Period and the License Period, which shall be co-terminus to the Concession Period).]
8.	Completion Period	Mandated Moderate/Slow charger EVCS at each site: Within 75 days of signing of the concession agreement. The minimum mandated Moderate/Slow charger EVCS for each site is as mentioned in Appendix VIII Mandated Fast Charger EVCS: Within 75 days of signing of the concession agreement. The minimum mandated Fast Charger is as mentioned in Appendix VIII Minimum number of mandated EVCS at each site: Within 180 of signing of the concession agreement. The minimum number of mandated EVCS for each site is as mentioned in Appendix VIII. For Battery Swapping Facility: Within 180 days of signing of the concession agreement.
9.	Bid Security / EMD	Rs.1,00,000/- (Rupees One lakh only) in the form of an irrevocable, unconditional bank guarantee/ or by way of a demand draft in favour of “Transport Commissioner, Odisha” payable at Cuttack, issued by any Nationalised bank in India,
10.	Tender Fees	Rs.11,800/- (Incl. GST@18%) Tender Fee shall be non-refundable.
11.	Bidding Parameter	Lowest Service Charge for Moderate/Slow and Fast Chargers in terms of Rs Per kWh. <i>Service charge is the fee, excluding electricity tariff, time based penalty, and GST, which the concessionaire charges a user for charging an EV at an EVCS</i> Service charges shall be escalated at the rate of 5% per year.

SECTION-1-INTRODUCTION

[AUTHORITY]

1.1 Background

- 1.1.1 The Commerce and Transport Department has issued the Odisha EV Policy 2021 to boost the EV ecosystem in the state. Charging infrastructure is one of the enabling factors to drive these initiatives. In this regard, Commerce and Transport Department is planning to set up Electric Vehicle Charging Stations (EVCS) across various locations in the state of Odisha to ensure convenience for users of electric vehicles and contribute to increasing their usage throughout the state. The State Transport Authority (STA), Odisha, Cuttack under the aegis of Commerce & Transport Department, Govt. of Odisha shall facilitate space for setting up electric vehicle charging stations in various locations in Bhubaneswar and across the state. In this regard, STA invites bids, through this Request for Proposal (RFP) Document, from interested eligible Bidders to submit their proposals in accordance with the provisions outlined in this RFP document.
- 1.1.2 The State Transport Authority (STA), Odisha, Cuttack (the “**Authority**”), as part of this endeavour, is undertaking Development, Operation and Maintenance of the Electric Vehicle Charging Stations (EVCS) in Odisha (the “**Project**”) on supply, installation, operation and maintenance basis, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded.
- 1.1.3 The Selected Bidder (the “**Concessionaire**”) shall enter into an agreement (the “**Concession Agreement**”) with the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.
- 1.1.4 The scope of work will broadly include the following:
- i) Concessionaire shall be responsible for Installation, Operation and Maintenance of EVCS / Battery Swapping Facility (BSF) for the designated Concession period as per the guidelines and specification of Department of Heavy Industry (DHI), Ministry of Heavy Industries and Public Enterprises, Government of India and parameters laid down in any section of this tender document on pre-selected locations in the administrative region of the Government of Odisha.
 - ii) Pre-designated area on each location will be provided to the Concessionaire for installation, operation and maintenance of the EV charging stations. The minimum mandates for each site are as mentioned in Appendix VIII. The number of days within which these minimum requirements must be fulfilled are as mentioned at clause 1.1.4.1. Over and above these minimum requirements, the bidder can install any combination of charging stations or battery swapping facility as long as they conform to the parameters laid down in any section in this tender document,

- iii) No additional commercial activity other than charging of Electric Vehicles will be allowed at the concessional location without written approval of Authority.
 - iv) The safety and security of the vehicles that are utilising the charging facility will be the responsibility of the Concessionaire.
- 1.1.4.1 The charging infrastructure should be operationalized within the following period:
- (a) Mandated Moderate/Slow charger EVCS at each site: Within 75 days of signing of the concession agreement. The minimum mandated Moderate/Slow charger EVCS for each site is as mentioned in Appendix VIII
 - (b) Mandated Fast Charger EVCS for each site : Within 75 days of signing of the concession agreement. The minimum mandated Fast Charger for each Package is as mentioned in Appendix VIII
 - (c) Minimum number of mandated EVCS at each site: Within 180 days of signing of the concession agreement. The minimum number of mandated EVCS for each site is as mentioned in Appendix VIII
 - (d) For Battery Swapping Facility: Within 180 days of signing of the concession agreement.
- v) In exceptional circumstances, on a written request from the Concessionaire for extension of period of operationalization, together with adequate justification thereof, the Authority, may consider such request, and permit suitable extension,
 - vi) The concessionaire must apply for an electrical connection within 7 working days of the signing of the Concession Agreement. It is expected that the Concessionaire will set in order all required documentation between the period of announcement of bid results and the signing of the Concession Agreement.
- The DISCOMS must provide requisite connections as mandated by the Grant of connectivity OERC (Supply Code and Performance Standards) Regulations, 2017 as amended from time to time. The Authority will support the concessionaire in taking up early release of the electricity connection with the respective DISCOM. However, the Authority will not have any obligation nor will it be liable in any manner for any delay in obtaining any permission or release of electricity to the successful bidder.
- vii) Upon ensuring operationalization of any aspect of the charging infrastructure as delineated in Clause 1.1.4.1, the Concessionaire must provide a declaration stating the operationalization of the said mandate to the State Nodal Agency, failing which the Concessionaire will be deemed to be in violation of the mandated period of operationalization
 - viii) The concessionaire should clearly define modes of payment by users of public charging stations that must include payment by more than one mode including but not limiting to cash, card, UPI, through phone banking authorized mobile application, etc.
 - ix) The selected bidder will be allowed to have both 2-wheeler and 4-wheeler electric vehicle charging stations.
 - x) The selected bidder shall be responsible for coordinating and getting the necessary approvals from the appropriate authorities in respect to execution of scope of work.
 - xi) Metering (Smart Metering, wherever possible) as per Indian Standards must be ensured for power consumptions by EV chargers at the EV charging station.
 - xii) Separate metering must be ensured by the Concessionaire for associate purposes such as the office of EV charging station, public amenities, consumption of other equipment's etc. Tariff and other charges as applicable to non-domestic category shall

- be applicable to the same as per OERC tariff regulation.
- xiii) Safety, Security, Insurance etc. for utilizing and operating the charging facility shall be on the part of selected bidder.
 - xiv) Authority will not provide any type of subsidy regarding the installation of EV Charging Station infrastructure and selected bidder can approach to competent authority on their own for seeking of any such subsidy as per available guidelines and rules (if any).
 - xv) Arrange and mobilize finances required for the Project within the prescribed time period (as prescribed in the Concession Agreement).
 - xvi) Undertake any further obligation as set out under Concession Agreement.
- 1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession").
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.7 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 of Section 1 of this RFP for submission of Bids (the "**Bid Due Date**").
- 1.1.8 All the charging infrastructures shall be established as per the Ministry of Power Notifications on the subject "Charging Infrastructure for Electrical Vehicles – Revised Guidelines and Standards-reg" and CEA (Measures relating to Safety & Electrical supply) Regulations 2010 and their amendments from time to time.

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a single stage two envelop process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project using e-procurement process. Under this process, the Bid shall be invited under two envelops. Prior to the Bid, the Bidder shall pay to the Authority, a sum of **Rs11,800/-** as the cost of the tender transmitted online to Authority as per the details mentioned below and submit a proof of payment along with the Technical Bid. Eligibility and qualification of the Bidder (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium) will be first examined based on the details submitted under First Envelop ("Technical Bid") with respect to eligibility and qualifications criteria prescribed in this RFP. The Financial bid under the Second Envelop ("Financial Bid") shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

GOI has issued guidelines (see Annexure V of Appendix-IA of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process as applicable. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA

- 1.2.2 Interested bidders (the "**Bidders**") are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 180 days from the date specified in Clause 1.3 of this section for submission of Bids.
- 1.2.3 The complete Bidding Documents including the draft Concession Agreement for the Project are enclosed for the Bidders Subject to the provisions of Clause 2.10 of Section 2 of this RFP, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, an interest free Bid Security of Rs1,00,000/- (Rupees One Lakhs only). The Bid Security is refundable not later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 75 (seventy five) days from the

Bid Due Date. Upon submission of demand draft, the same shall be encashed by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.2.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies and investigations as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.2.6 Bids are invited for the Project on the basis of the lowest service charge (the “**Bidding Parameter**”). The bidding parameter shall be the lowest service charge (quoted up to two decimal places) The Concession Period is predetermined, as indicated in the Project Information Memorandum.

In this RFP, the term “**Lowest Bidder**” shall mean the Bidder whose service charges is lowest.

Note:

- (a) Every bidder will submit a single price for Moderate/Slow charger for all the location. Additionally, the bidder will submit another single price for Fast Charger for all the sites.
 - (b) For each bidder, the sum of its Moderate/Slow and Fast Charger financial bid would be tabulated. The bidder whose sum of service charges for Moderate/Slow and Fast Charger financial bid is the lowest will be selected as the L-1 Bidder.
 - (c) In case of a tie in L1 between two bidders, the bidder whose single price for Fast Charger is lower will be declared winner. In case of a tie between single price for Fast Charger the bidder with the experience of operating and maintaining more number of charging stations (public and/or captive) at the time of the publication of RFP will be declared the winner.
 - (d) The Concessionaire shall pay the Authority a monthly Contracted Revenue Share (CRS) Amount at the rate of INR 1.00/kWh (excluding GST) of power consumed through the public charging stations and Battery Swapping Facilities.
- 1.2.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. Further other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP.
- 1.2.8 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.12.4 of Section 2 of this RFP with identification/ title:

"Queries/Request for Additional Information:

RFP for Setting up of Electric Vehicle Charging Stations (EVCS) at various locations in Odisha”.

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Setting up of Electric Vehicle Charging Stations (EVCS) at various locations in Odisha

S. No.	Item	Description
1.	Document title	Setting up of Electric Vehicle Charging Stations (EVCS) at various locations in Odisha
2.	Availability of the RFP on https://enivida.odisha.gov.in/	From 12.03.2024
3.	Document fee (non-refundable)	INR11,800/- (Refer to clause no. for detailed process)
4.	Ernest Money Deposit (EMD) / Bid Security	INR 1,00,000/-
5.	Validity of Bids / Proposal	180 days from the date of final date of bid submission
6.	Contact Person	Sri Dipti Ranjan Patra, Joint Commissioner Transport (Technical), State Transport Authority of Odisha, Cuttack Mobile No-9437585856
7.	Authority's Office Address	State Transport Authority 6th Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack-753002, Odisha
8.	Last Date & Time for receipt of pre-bid queries	18.03.2024
9.	Date & Time for Pre-bid Meeting	21.03.2024 at 3.30 PM (VC link shall be shared with the interested Bidders who would send in their pre-bid queries)
10.	E-mail address for correspondence	addl.comm.tech@gmail.com
11.	Submission of bids	https://enivida.odisha.gov.in/
12.	Last date for submission of online bids	15.04.2024 by 3 PM
13.	Last date for submission of technical proposals only through drop box at Authority's office	16.04.2024 by 2 PM
14.	Opening of Technical Bids	16.04.2024 at 4 PM
15.	Date of Opening of Financial Quotation of qualified Bidders	Will be notified later
16.	Issuance of Letter of Award (LOA)	Will be given on a date and time as intimated by Authority to the successful bidder

S. No.	Item	Description
17.	Submission of Performance Security	Within 15 days from the date of issuance of Letter of Award
18.	Signing of Concession Agreement	Within 45 days of award of LOA

Clarification:

- (1) The above schedule is tentative. The Authority reserves the right to modify the said schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever. Such change, if any, would be uploaded at the website of the Authority from time to time.
- (2) Further the Authority reserves the right to hold, in its sole and absolute discretion, more than one pre-bid meeting or hold one or more consultation meetings with the interested parties and in such event the above schedule shall stand modified and amended.

SECTION-2- INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be. A Bidder may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.16 of Section 2 of this RFP.
- 2.1.2 The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Project information contained in the RFP shall not be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder Clause 2.1 of this RFP shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.4 The Bid shall be furnished in the format prescribed in the RFP. The Technical Bid shall be as per Appendix IA and the Financial Bid shall be as per Appendix IB of the RFP. Financial Bid amount shall be indicated clearly in both figures and words, in Indian Rupees, in prescribed format of Financial Bid and shall be signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall prevail and be taken into account.
- 2.1.5 The Bid shall consist of Service Charges in terms of Rs. Per KWh, for Moderate/Slow and Fast Charger as per the terms and conditions of this RFP and the provisions of the Concession Agreement.
- 2.1.6 The Bidder shall deposit a Bid Security of Rs. 1,00,000/- (Rupees One Lakhs only) in accordance with the provisions of this RFP, as per format at Appendix-II. The Bidders shall also make online payment towards cost tender fee Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) to be transmitted online to Authority and furnish a proof of payment along with the Technical Bid.
- 2.1.7 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (Sixty) days, and

may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder, whose Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Concession Agreement.

- 2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.
- 2.1.9 Subject to the provision of Clause 2.1.15 of Section 2 of this RFP, in case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of any Member, which Member shall thereafter be identified as the Lead Member, in the format at Appendix – IV.

In case of a Consortium, the Members should submit a Power of Attorney in favour of the any Member as per the format as Appendix-IV. Such Member shall thereafter be identified as the Lead Member. The Lead Member should submit a power of Attorney as per the format in Appendix-III, authorising the signatory of the Application. Members of the Consortium need not submit Power of Attorney as per the format at Appendix-III, authorising the signatory of the Application.

In case the Bidder is a Consortium, Joint Bidding Agreement in the format of Appendix V shall be submitted by the Bidder.

- 2.1.10 The Bidders to specifically take note of what is mentioned under Clause 1.2.7 in section-1 of this RFP. In case any condition or qualification or any other stipulation is contained in the Bid, the same shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12 The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.13 This RFP is not transferable.
- 2.1.14 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.15 Where the Bidder is a single entity, it shall be required to execute the Concession

Agreement and implement the Project. In case the Bidder is a Consortium, it shall, comply with the following additional requirements:

- (a) Number of members in a Consortium shall not exceed 2 (Two). However, none of the members in a Consortium should be under any sort of ineligibility under the Bidding Documents and the information sought in the Bid should be in the order of their equity contribution;
- (b) the Bid should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”). The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III and Appendix-IV, signed by all the other members of the Consortium;
- (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
- (e) an individual Bidder cannot at the same time be member of a Consortium applying for RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;
- (f) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the “**Joint. Bidding Agreement**”), for the purpose of submitting a Bid. The Joint. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - i convey the intent to enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - ii clearly outline the proposed roles and responsibilities, if any, of each member;
 - iii commit the minimum equity stake to be held by each member;
 - iv include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

2.1.16 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (DBFOT or otherwise), and the bar subsists as on the Bid due date, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.1.17 A Bidder including any Consortium Member or Associate thereof should, in the last

3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid. Any misrepresentation or concealment of any information in this regard shall render the Bid liable for outright rejection at the sole discretion of the Authority.

2.1.18 In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.2.2, and 3.4 of this RFP, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder Clause 2.1.19 of this RFP.

For the purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be in the format given in Appendix IA.

2.1.19 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 of Section 3 of this RFP; and
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.1.20 While Qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where an Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the eligibility and/ or opening of Financial Bid and/or award of the Project to such Bidder shall, in addition to the requirements of Clause 2.1.2 above (as applicable), be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.1.21 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three (03) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years (for Average annual turnover purpose) or 1 (one) year (for Net Worth purpose), as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder this RFP, mean the accounting year followed by the Bidder in the course of its normal business.

2.2 Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both

a single entity and a Consortium.

- (b) Bidder may be a, private entity, or a group of entities with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium.
- (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate 5% of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25%(twenty five percent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in

the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (vii) Such Bidder or any Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 6 months from the date of award of the Project to that Bidder.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.12 above, shall include each Member of such Consortium.

For the purposes of this RFP, the term Associate in relation to the Bidder/Consortium shall have the meaning as ascribed under Clause 2.1.19 of Section 2 of this RFP.

- (d) A Bidder shall be liable for disqualification and forfeiture of Bid Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or

(ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Provided, in case the Authority seeks information / clarification from a Bidders related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders. Encash its Bid Security as per provision of Clause 2.21.7 of Section 2 of this RFP (a) and further debar it from participation in any future procurement process of Authority for a minimum period of One (1) year from the Bid Due Date of this work.

If the Bidder has submitted any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s), etc. (collectively “**Foreign Documents**”) then the Bidder, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized/ notarized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization/ notarisation from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified Translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original Foreign Document and its English translation, the latter shall prevail and be held binding on such Bidder.

However, in the case of Foreign Document(s) created or originating from countries

that have signed, ratified and have made operational the Hague Convention abolishing the requirement of legalization for foreign public documents, 5 October, 1961 - "**Hague Legalization Convention, 1961**", the Bidders may affix an "Apostille" sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Bidder shall be compulsorily required to get all such "Apostilled" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India, New Delhi

2.2.2 To be eligible for this RFP, a Bidder shall fulfil eligibility conditions as specified below:

(A). **Technical Capacity:** For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Bidder shall, over the past 5 (Five) financial years preceding the Bid Due Date, have

- (i) The Bidder should have a minimum experience of having satisfactorily completed/ have ongoing **at least 2 (Two) assignments** of similar nature in India ending last day of month before the one in which the bids are invited.

"Similar nature" for this contract shall be "Setting up of Electric Vehicle Charging Stations in a location or premises" for any Central Govt./ State Govt./ PSU or any Private Limited company of repute.

In case of consortium: The experience of lead member shall be taken into consideration.

(B). **Financial Capacity:** The bidder / consortium should have a minimum average annual turnover of **Rs.10.00 Crores (Rupees Ten Crores)** during the last three Financial Years. Supporting document of the turnover shall have to be furnished like audited balance sheet, P&L statements, and turnover for last 3 years duly satisfied by the CA with a stamp and number. The Bidder shall have a positive Net Worth.

2.3 Change in Ownership

2.3.1 DELETED

2.4 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.5 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.6 Site visit and verification of information

2.6.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- (f) acknowledged that it does not have a Conflict of Interest; **and**
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

2.7 Verification and Disqualification

2.7.1 The Authority reserves the right to verify all statements, information and documents

submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and document as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder Clause 2.7.1 of this RFP nor will it affect any rights of the Authority thereunder.

2.7.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member of the Consortium may be disqualified / rejected. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or the Concessionaire has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the draft Concession Agreement or otherwise.

B. DOCUMENTS

2.8 Contents of the RFP

- 2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10 of Section 2 of this RFP.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

- IA Letter comprising the Technical Bid including Annexure I to V
- IB Letter comprising the Financial Bid
- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Power of Attorney for Lead Member of Consortium
- V. Joint Bidding Agreement for Consortium
- VI. Integrity Pact
- VII. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)
- VIII Site Details
- IX Service Level Agreement
- X Technical Schedule
- XI Draft Concession Agreement
- XII Format of Bill
- XIII Data Standards for Open Database

- 2.8.2 The draft Concession Agreement and Project Information Memorandum provided by

the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.9 of Section 1 of this RFP. They should send in their queries before the date mentioned in the Schedule of Bidding Process as specified in Clause 1.3 of Section 1 of this RFP. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives or advisors shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.10.2 Any Addendum issued hereunder Clause 2.10 of this RFP will be in writing and shall be sent to all the Bidders.
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date. *(In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided)*

C. PREPARATION AND SUBMISSION OF BIDS

2.11 Instruction to Bidders

- 2.11.1 E-Procurement is the complete process of eTendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://enivida.odisha.gov.in>
- 2.11.2 These will invite for online Bids. Bidder Enrolment can be done using "Online Bidder Enrolment".
- 2.11.3 The instructions given below are meant to assist the bidders in registering on the e- tender Portal, and submitting their bid online on <https://enivida.odisha.gov.in> in the e- tendering portal as per uploaded bid.
- 2.11.4 More information useful for submitting online bids on may be obtained at: <https://enivida.odisha.gov.in>

2.12 Guidelines for registration

- 2.12.1 Bidders are required to enroll on the e-Procurement Portal with clicking on the link "Online Bidder Enrolment " on the e-tender Portal by paying the Registration fee of Rs.2500/- +Applicable GST.
- 2.12.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.12.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- 2.12.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Or bidders can contact our help desk for getting the DSC.
- 2.12.5 Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- 2.12.6 Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- 2.12.7 The scanned copies of all original documents should be uploaded in pdf format on portal <https://enivida.odisha.gov.in>
- 2.12.8 After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id odishaenivida@gmail.com for

activation of your account.

2.13 Searching for tender documents

- 2.13.1 There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- 2.13.2 Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective “requested” Tab. This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document

2.14 Preparation of bids

- 2.14.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2.14.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 2.14.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
- 2.14.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
- 2.14.5 These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

2.15 Submission of bids

- 2.15.1 Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.15.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by State Transport Authority, Odisha.
- 2.15.3 Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 2.15.4 In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non- receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.

- 2.15.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 2.15.6 The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.15.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.15.8 Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.16 For any clarification in using <https://enivida.odisha.gov.in>

- 2.16.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2.16.2 Any queries relating to the process of online bid submission or queries relating to e- tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida helpdesk (as given below) for any query related to e-tendering

Phone No. 011-49606060, 9355030604, 9355030613

Mail id: - odishaenivida@gmail.com

2.17 Deleted

2.18 Deleted

2.19 Deleted

2.20 Deleted

D. BID SECURITY

2.21 Bid Security

- 2.21.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by nationalised bank in favour of the Authority in the format at Appendix-II (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.21.2 Bid Security can also be in the form of a demand draft issued by a Nationalised in India, drawn in favour of the Authority and payable at Cuttack (the “**Demand Draft**”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.21.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.21.4 Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee Demand Draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said Demand Draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.21.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.21.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.21.7 of this RFP. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any

kind on Bid Security shall be given to any Bidder.

2.21.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid;

Subject however that in the event of encashment of Bid Security occurring due to operation of para 2.21.7 (a), the Damage so claimed by the Authority shall be restricted to 5% of the value of the Bid Security.

- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d) In the case of Selected Bidder, if it fails within the specified time limit –
- i) to sign and return the duplicate copy of LOA;
 - ii) to sign the Concession Agreement; or
 - iii) to furnish the Performance Security within the period prescribed in the Concession Agreement; or
 - iv) If a Bidder fails to provide any clarification or explanation as may be sought by the Authority from such Bidder within the time specified for the same; or
If a Bidder makes a misrepresentation as to any facts or figures regarding its Bid or during the Bidding Process in order to get the LOA/Concession
- e) Any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP
- f) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

SECTION-3- EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Opening and Evaluation of Technical Bids

- 3.1.1 The Authority shall open the Technical Bids received online at 1600 hours IST on the Bid Due Date, at the place specified in Clause 2.12.4 above and in the presence of the Bidders who choose to attend.
- 3.1.2 Bid documents of only those Bidders shall be opened online whose documents listed at Clause 2.12.2 of this RFP have been physically received;
- 3.1.3 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.15.3 of this RFP shall not be opened;
- 3.1.4 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.5 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid within a prescribed time period.
- 3.1.6 Bidders are advised that qualification of Bids will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given;
- 3.1.7 Any information contained in the Bid submitted shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information;
- 3.1.8 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information from consideration of eligibility and qualification of the Bidder.
- 3.1.9 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience score, and may also, while computing the aggregate Experience score of the Bidder, make a further deduction equivalent to the claim rejected hereunder Clause 3.1.9 of this RFP. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the applicable provisions of this RFP.

3.2 Tests of responsiveness

- 3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:
 - (a) Technical Bid is received online as per the format at Appendix-IA including

Annexure I to V;

- (b) Documents listed at Clause 2.12.2 above are received physically;
- (c) Technical Bid is accompanied by the Bid Security as specified in Clause 2.1.7 and 2.1.8 above;
- (d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.9 above;
- (e) Technical Bid is accompanied by Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement as specified in Clause 2.1.10 above, if so required;
- (f) Technical Bid contain all the information (complete in all respects);
- (g) Technical Bid does not contain any condition or qualification or reservation;
- (h) It contains information in formats same as those specified in this RFP;
- (i) It contains certificates from its statutory auditors in the formats specified in this RFP
- (j) Integrity pact as per format given in Appendix VI has been submitted by the Bidder with the Bid duly signed by authorised signatory;
- (k) Technical Bid contains proof of payment of Rs. 11,800/- (Rupees Eleven Thousands Eight Hundred only) towards cost of tender fee submitted online to Authority. as specified in Clause 2.1.7 hereabove
- (l) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Technical Bid which is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Evaluation parameters

3.3.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bids of firms/ consortium who do not meet these criteria shall be rejected.

3.4 Technical Capacity for purposes of evaluation

- 3.4.1 Authority will constitute “Technical Evaluation Committee” will be responsible for evaluation and of proposals received based on the responsiveness of the Bidder to the terms & conditions using the eligibility criteria as specified in this RFP.
- 3.4.2 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, seek clarifications/ information in writing from any Bidder regarding its Bid. Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by Authority shall not be considered.
- 3.4.3 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the authority as incorrect or erroneous, the authority shall reject such claim and exclude the same from evaluation. Where any information is found to be patently false or amounting to material misrepresentation, the authority reserves the right to reject the Bid in accordance with the provisions of applicable Clauses.
- 3.4.4 After the technical evaluation is completed, the authority will notify the Bidders whose Technical Proposals meet the eligibility criteria, indicating the date, time,

and location for opening of Financial Proposals. (Bidders' attendance at the opening of Financial Proposals is optional).

- 3.4.5 Authority will simultaneously notify the Bidders whose Proposals did not meet the eligibility criteria or Bidders whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process.

3.5 Details of Experience

- 3.5.1 The Bidders should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.
- 3.5.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.
- 3.5.3 The Bidders should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-II of Appendix-IA.

3.6 Financial information for purposes of evaluation

- 3.6.1 The Bids must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.
- 3.6.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- 3.6.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.2 above, and provide details as per format at Annex-III of Appendix-IA.

3.7 Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of online opening of the Financial Bids to the Technically responsive Bidders through e-procurement portal and e-mail. The Authority shall online open the Financial Bids received online on date and time to be informed in this Clause in the presence of the authorized representatives of the Bidders who may choose to attend. The Authority shall publicly announce the quoted percentage share of gross revenue for each of the technically responsive Bidder. The Authority shall prepare a record of opening of Financial Bids.

3.8 Selection of Bidder

- 3.8.1 Bidder will be presented with sites. The list of sites is mentioned in Appendix VIII

- 3.8.2 The bidder will have to bid a single (common) service charge for the minimum mandated Moderate/Slow chargers and a separate single (common) service charge for the minimum mandated Moderate/Slow chargers in a package of sites.
- 3.8.3 Every bidder will submit a single price for Moderate/Slow charger for all the packages. Additionally, the bidder will submit another single price for Fast Charger for all the packages.
- 3.8.4 For each bidder, the sum of its Moderate/Slow and Fast Charger price bid would be tabulated. L-1 will be that bidder whose sum of Moderate/Slow and Fast Charger price bid is the lowest. If L-1 refuses to enter in to Agreement with Authority , their EMD will also be forfeited. The said firm shall also be blacklisted.
- 3.8.5 In case if L1 Bidder refuses to enter into the Agreement with the Authority, L-2 (Moderate/slow+Fast Charger) will be asked to match both the Moderate/Slow and Fast Charger bid of L-1. It should be noted that L-2 cannot offer to match the L-1 of anyone type of charger but will have to mandatorily match the L-1 price of both types of chargers. If L-2 agrees to match, they will be awarded the project. However, L-2 will have the right of refusal. In event of tie between more than one bidder as L2, then the bidder will be selected as per clause 3.8.7.
- 3.8.6 L1 will be the summation of service charge bids received for Moderate/Slow and Fast Chargers. $L1 = L1 \text{ (Moderate/Slow chargers + Fast Chargers)}$,
- 3.8.7 In case of a tie in L1 between two bidders, the bidder with lower service charges for Fast Charger will be declared the winner. In case of a tie in service charges for Fast Charger between two L1 bidders, the experience of operating and maintaining more number of charging stations (public and/or captive) at the time of the publication of RFP will be declared the winner.
- 3.8.8 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven)days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder, in acknowledgement is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA and forfeit its Bid Security.
- 3.8.9 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3 above. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.9 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.10 Correspondence with Bidder

- 3.11.1 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.
- 3.11.1 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.11.1 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

3.11 Billing and payment requirements

- 3.11.1 Metering - Smart metering as per Indian standards must be ensured for power consumption by EV chargers at the EV charging station. Separate metering must be ensured by the bidder for other associated purposes such as office of EV Charging station, public amenities, consumption of other equipment etc. Tariff as applicable to Non-Domestic category shall be applicable to the same as per OERC tariff regulation.
- 3.11.2 Billing - Billing must be as per ToD tariff as per OERC Tariff regulation. The EV user must be provided with a bill stating the cost distribution as delineated in Appendix XII.
- 3.11.3 Payment- BHIM, UPI, NFC, RFID and mobile wallet/App based compliant mobile application payment.

3.12 Payment Terms of Contracted Revenue Share to Authority

- 3.12.1 The Concessionaire will sign a Concession Agreement with the Authority and Concessionaire.
- 3.12.2 The payment terms between the Concessionaire and the Authority is fixed at INR 1.00/kWh (excluding GST) of power consumed exclusively for charging of Electric Vehicles through Charging Stations and for charging of battery swapping facilities. This does not include power consumed for ancillary purposes like office, lighting etc.
- 3.12.3 The procedure for payment of CRS to the Authority as per following:

- (i) The Concessionaire shall pay the Authority a monthly Contracted Revenue Share (CRS) Amount at the rate of INR 1.00/kWh (excluding GST) of power consumed through the public charging stations and Battery Swapping Facilities. The Agreement shall be valid until the Contract Termination Date.
- (ii) The Authority shall assign a Nodal Officer for CRS payment-related matters and communicate the contact details with the Concessionaire.
- (iii) The Authority shall assign a Nodal Officer for CRS payment-related matters and communicate the contact details with the Concessionaire. The Concessionaire shall appoint a single point contact for CRS payment-related matters and communicate the contact details of the person with the Authority.
- (iv) DISCOM shall install a separate electricity meter as per Indian standards for exclusively measuring power consumption by EV chargers at the EV charging station and through which electricity is provided at EV tariff. All other requirements of electricity will be made available at the relevant DERC published tariff through a separate meter.
- (v) The Contracted Revenue Share Amount (CRSA) per month shall be calculated using the following formula
- (vi) If, the unit of electricity consumed during a billing cycle (based on the bill(s) generated by DISCOM) = “A” kWh and GST applicable = “B” %, then
$$\text{CRSA (in INR)} = A \times 1.00 \times (100\% + B \%)$$
- (vii) For Example: Unit of electricity consumed during a billing cycle: 10,000 kWh
GST applicable: 18%
$$\text{Calculated CRSA (in INR)} = 10,000 \times 1.00 \times 1.18 = 11,800$$
- (viii) The Nodal Officer assigned by the Authority shall generate the invoice for the payment of the Contracted Revenue Share based on the monthly electricity bill(s) within 3 days of the receipt of the electricity bill and communicate the same to the single point of contact appointed by the Concessionaire.
- (ix) The Concessionaire shall make the payment for the Contracted Revenue Share to the Authority within 5 working days from the date of invoice generated by the Authority.

SECTION-4-FRAUD AND CORRUPT PRACTICES

4.1 Fraud and Corrupt Practices

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall

observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

- 4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.1.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during

the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

- 4.1.4 Bidder shall comply with the provisions of office Memorandum No. 13030/09/2008-vig dated 28.01.2013 issued by NHAI i.e. Model Agreement for Integrity Pact (IP), (format given in Appendix VI) shall be submitted by the Bidder along with the Bid duly signed by the Authorized Signatory of the Bidder and shall be deemed to be a part of the Concession Agreement.

SECTION-5-PRE-BID CONFERENCE

5.1 Pre-bid Conference

- 5.1.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.1.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

SECTION-6-MISCELLANEOUS

6.1 Miscellaneous

- 6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder this RFP, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDICES

APPENDIX IA
LETTER COMPRISING THE TECHNICAL BID

(Refer Clause 2.1.5, 2.12 and 3.2 of this RFP)

The Joint Commissioner Transport (Technical)

State Transport Authority
6th Floor, Rajaswa Bhawan,
Chandini Chowk,
Cuttack- 753002, Odisha

Sub: Bid for “Setting up of Electric Vehicle Charging Stations (EVCS) at various locations in Odisha”

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that

- a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document; and
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.1.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.2 of the RFP document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either

against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-VI thereof.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 - (a) The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-IA of the RFP document, and duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.
 - (b) I/We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.4 of the RFP document.
16. I/We acknowledge and undertake that our Consortium is qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for the period commencing from the date of incorporation of the Concessionaire / date of signing of the Concession Agreement up to at least 6 (six) months from the date of commercial operation of the Project, hold equity share capital not less than: 26% (twenty six per cent) of the subscribed and paid up equity of the Concessionaire. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
17. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Concessionaire under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed a breach thereof, and the

Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

18. I/ We understand that the Selected Bidder shall be required to incorporate a Company under the Indian Companies Act, 2013, prior to execution of the Concession Agreement.
19. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes and modifications in the aforesaid draft and agree to abide by the same.
21. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set-forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
22. I/We offer a Bid Security of Rs. 1,00,000/- (Rupees One Lakhs only) to the Authority in accordance with the RFP Document.
23. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strikeout whichever is not applicable) is attached.
24. The documents accompanying the Technical Bid, as specified in Clause 2.12.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
25. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
27. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}
28. I/ We certify that in terms of the RFP, my/our Net worth is Rs. (Rs. in words) and Average annual turnover is Rs..... (Rs. in words).
29. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Appendix IA

**Annexure-I
Details of Bidder**

- (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
 - (e) PAN No (Bidder /Lead Member)
 - (f) GST No (Bidder /Lead Member)
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.1.16 (g) above should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:

Appendix IA
Annex-I

Sl. No.	Name of Member	Role* {Refer Clause 2.1.16(d) of this RFP} ^s	Percentage of equity in the Consortium {Refer Clauses 2.1.16(a), (c) & (g) of this RFP}
1.			
2.			
3.			
4.			

- (d) The following information shall also be provided for each Member of the Consortium: (Refer Clause 2.1.16 of this RFP):

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred [£] by the Central/ State Government, or any entity controlled by it, from participating in any project (DBFOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary): Refer. Clause : 2.1.17 of Section 2 of this RFP:

^s All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

[£]or has been declared by the Authority as non performer/blacklisted.

Name of Bidder/ member of Consortium:

S. No.	Criteria	1st last year	2nd last year	3rd last year
1.	If Bidder/ Consortium Member has either failed to perform for works of on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or any of its Consortium Member, as the case may be, or has been expelled / terminated by Central/ State Government, or any entity controlled by it for breach by such Bidder or any of its Consortium Member, along-with updated details of ongoing process of litigation / blacklisting.			

Details of GST Registration of the Bidder

Sl. No	Vendor registration number	Name	State code (region code as per GST)	GST customer type	GST registration type	Registration number GSTIN / GID/ UID	MSMED regn. No if applicable (please attach regn. Certificate also)

Appendix -1A

Annexure -1A

**Statement of Undertaking Regarding Non-Performing Asset (NPA) / Corporate Debt
Restructuring (CDR)/Strategic Debt Restructuring (SDR)/National Company Law Tribunal
(NCLT)
(Clause 2.2.2 (III))**

The Joint Commissioner Transport (Technical)
State Transport Authority
6th Floor, Rajaswa Bhawan,
Chandini Chowk,
Cuttack- 753002, Odisha

Date:

Sub: Setting up of Electric Vehicle Charging Stations (EVCS) at various locations in Odisha

Dear Sir,

We hereby confirm that we/ any members in the Consortium (constitution of which has been described in the Bid) are not in the list of NPA/CDR / SDR/ and do not have any notice from NCLT during the last three years preceding the Bid Due Date and have not been a loss making company in the last three years preceding the Bid Due Date.

We also confirm that we / any member in the JV is not in the list of NPA/ CDR / SDR/ and do not have any notice from NCLT as on Bid Due Date.

Thanking you,

..... Signature, name and designation of Authorised Signatory For and on behalf of (Name of the Applicant) Name of the Statutory Auditor's firm Seal of the audit firm Signature, name and designation and Membership No of authorised signatory
-----------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------

Note: This undertaking is to be signed by the Applicant / Lead Member of the JV and is to be countersigned by the Statutory Auditor.

Appendix IA

Annexure-II
Technical Capacity of the Bidder
(Refer to Clauses 2.2.2(IA), 3.4 and 3.5 of the RFP)

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Setting up of Electric Vehicle (EV) Charging Stations in Odisha. I hereby declare that below are the details regarding relevant work that has been taken up by our company.

Name of client	
Project Name	
Brief Description	
Activities performed by the bidder in the project	
Year (start end date)	
Duration	
Supporting documents	

Note:

1. Bidders are required to submit supporting documentary proofs such as Agreement/ Work Order/Completion certificates regarding the Technical capacity.
2. Bidder may fill separate sheet for each project.
3. In case, Bidder has not mentioned/marked a particular station in the table above, it will be assumed that the Bidder has not applied to install, operate and maintain EV charging station at that particular location(s).

Signature of Applicant

Appendix IA

Annexure-III

Financial Capacity of the Bidder

(Refer to Clauses 2.2.2(B), 2.2.5 (ii) and 3.6 of the RFP)

This is to certify that the Annual Turnover of M/s
..... for the last three years for the project.....as
below:

	Name of the Bidder or member of Consortium	Annual Turnover (In Rs Crore)		
1		FY 2022-23	FY 2021- 22	FY 2020-21
2				
3				
	Total (INR)			
	Average Annual Turnover (INR)			
	Net Worth (INR)			

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of (Name of Bidder), we M/s....., Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY 2020-21, FY 2021-22, and FY2022-23 correct.

Signature & Stamp of Statutory Auditor/ Chartered Accountant
Membership No.

Regn. No. of the Statutory Auditor/ CA's firm
Authorized Signature [In full and initials]
Name and Title of Signatory
Name and address of Firm

in (Rs. Crores)

S. No	In Rupee, at the end of concerned Financial Year	FY 2022-23	FY 2021-22	FY 2020-21
1	Paid up Equity (A)			
2	Contributions (B)			
3	Reserves (C)			
4	Revaluation Reserves (D)			
5	Miscellaneous Expenditure not written off (E)			
6	Accrued Liabilities (F)			
7	<u>Net Worth = (A+B+C-D-E-F)</u>			

Note: This information should be extracted from the Annual Financial Statement/Balance Sheet which should be enclosed, and the response sheet shall be certified by the Statutory Auditor of the Single Entity of the Consortium Member.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean aggregate value of the paid-up share capital¹³ and all Free reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation, profits on fair value measurement. Further, Statutory auditors shall all ensure and certify that any disputed receivables, advances, other assets need to be excluded for Net Worth computation.
3. In the case of a Consortium, a copy of the Joint. Bidding Agreement shall be submitted in accordance with Clause 2.1.16 (g) of the RFP document.

4. The Bidder shall provide an Auditor's Certificate specifying the net worth and Average annual turnover (if applicable) of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.5 (ii) of the RFP document.

Annexure-IV
Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder / Lead Member of Consortium)

Ref. Date:

To,
The Joint Commissioner Transport (Technical)
State Transport Authority
6th Floor, Rajaswa Bhawan,
Chandini Chowk,
Cuttack- 753002, Odisha

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our Consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

APPENDIX-IA

Annexure V
Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1 of this RFP document)

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex

New Delhi

Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government

- deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
 - (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
 - (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
 - (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX IB

Letter comprising the Financial Bid
(Refer Clauses 2.1.5, 2.12.1 and 3.2 of this RFP document)

(NOT TO BE SUBMITTED IN THE TECHNICAL BID)

The Joint Commissioner Transport (Technical)
State Transport Authority
6th Floor, Rajaswa Bhawan,
Chandini Chowk,
Cuttack- 753002, Odisha

Dated:

SUB: “Proposal for Setting up of Electric Vehicle Charging Stations (EVCS) at various locations in Odisha”

Dear Sir,

With reference to your RFP document dated 12.03.2024, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. The Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement and its Schedules, our own estimates of market demand and costs and after a careful assessment of the site and all own the conditions that may affect the Project cost and implementation of the Project.
3. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

5. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

6. I/ We hereby submit our Bid and offer:

Sl.	Description	Unit	Unit rate in Rs. (Exclusive of GST & Electricity Charges)
1	The service charges for the Moderate/Slow charger EVCS	Rs. Per KWh	
2	The service charges for the Fast Charger EVCS	Rs. Per KWh	
3	Total service charges for Moderate/Slow charger and fast EVCS for each site of the package (3=1+2)	Rs. Per KWh	

Yours faithfully,

Date

(Signature, name and designation
of the Authorised Signatory)

Place

Name & seal of Bidder/Lead Member
Class III DSC ID of Authorised Signatory

APPENDIX II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.6 and 2.21.1 of this RFP document)

B.G. No. Dated:

1. In consideration of you, [.....], having its office at [... ...], (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a Company registered under Companies Act, 2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Setting up of Electric Vehicle (EV) Charging Stations at various locations in Odisha (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ----- issued in respect of the Project and other related documents including without limitation the draft Concession Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ***** Crores (Rupees ***** only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity

period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** Crores (Rupees ***** only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision

have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder Appendix II shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder Appendix II, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.1,00,000/- (Rupees One Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before ***** (indicate date falling 180 days after the Bid Due Date).
14. This guarantee shall also be operatable at our _____ branch at [...], from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment hereunder Appendix II claimed, the said branch shall accept such invitation letter and make payment of amounts so demanded under the said invocation.

Signed and Delivered by

Bank

By the hand of Mr./Ms,
its..... and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX III

Format for Power of Attorney for signing of Bid

(Refer Clause 2.1.9 of this RFP document)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife ofand presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ***** proposed or being developed by the [... Authority..] (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address) of person authorized by Board Resolution (in case of Firms/Company)/Partner in case of Partnership Firms

Witnesses:

1.

2.

Notarised
Notarised

Person identified by me/personally appeared before
me /signed before me/Attested/Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)
Seal of the Notary

Registration Number of the Notary

Date

Accepted

(Signature, name, designation and
address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
-

APPENDIX IV
Format for Power of Attorney for Lead Member of Consortium
(Refer Clause 2.1.10 of this RFP document)

Whereas the [A u t h o r i t y] (“the Authority”) has invited bids from interested parties for the ***** (the Project”).Whereas,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,..... having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s....., having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the

powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to*

be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX V

Format for Joint Bidding Agreement for Consortium

(Refer Clause 2.1.10 & 2.1.16(g) of this RFP document)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20....

AMONGST

- I. {..... Limited, and having its registered office at} (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

- II. {..... Limited, having its registered office at} and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

- III {..... Limited, and having its registered office at} (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The abovementioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) [], represented by its [] and having its principal offices at [] (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**) by its Request for Proposal No. dated(the “**RFP**”) for award of contract for ***** (the “**Project**”).
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium ;}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified/selected or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

- 8.1 This Joint Bidding Agreement shall be governed by laws of {India}.
- 8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

THIRD PART

FOURTH PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
FIFTH PART

SIGNED, SEALED AND DELIVERED
For and on behalf of
SIX PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX VI
Integrity pact (Refer clause 4.1.4 of this RFP document)

***** (the “Project”)

(_____ Division)

Tender No. _____

This Integrity Pact is made at _____ on this _____ day of _____ 2021

Between

[], which has been entrusted with the responsibility of development, maintenance and management Of [Project], having its office at[], hereinafter referred to as “The Principal”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

and

_____. hereinafter referred to as “The Bidder/ Contractor/ Concessionaire/ Consultant” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for..... The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas in order to achieve these goals, the Principal will appoint an independent external Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesseth as under:-

Article-1-Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principle:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand take a promise for or accept for self or third person any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article-2 Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC / PC. Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India. If any similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article 3 Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other from such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression

through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy or the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.

- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.
- (4) The Bidder/ Contractor/Concessionaire/Consultant will its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant.
- (6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article 4 Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the

award according to Article 3, the Principal shall be entitled to forfeit the Earnest Money Deposit/Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal right that may have accrued to the Principal.

- (2) In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/Concessionaire/Consultant and/or demand and recover liquidated and all damages as per the provisions of the contract/Concession agreement against Termination.

Article 5 Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years immediately before signing of this integrity pact with any other Company in any country conforming to the anticorruption/Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgression of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article 6 Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors

- (1) The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Concessionaire/Consultant and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact violate provisions.

Article 7 Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/Consultant(s)/ Sub-contractor(s)

If the Principal obtains knowledge of conduct of a Bidder/Contractor/Concessionaire/Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder/Contractor/Concessionaire/Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article 8 Independent External Monitor (IEM)

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the [], [Authority].
- (3) The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to the Project. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Concessionaire/ Consultant/ subcontractors with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/ Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice any transgression as given in Article-2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the [], [Authority] within 8-10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

- (7) If the Monitor has reported to the [], [Authority], a substantiated suspicion of under relevant IPC/PC Act or any other Statutory Acts, and the [], [Authority] has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Article 9 Pact Duration

This Pact begins when both parties have signed (In case of EPC i.e. for projects funded by Principal and consultancy services) It expires for the Contractor/Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded (In case BOT projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/lodged during this time, the same shall be bidding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by [], [Authority]

Article 10 Other Provisions

- (1) This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. []
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a Consortium, this pact must be signed by all partners or Consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any dispute/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

- (6) The actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions to the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this pact at the place and date first done mentioned in the presence of following witnesses:-

(For & On behalf of the (Principal)

(For & On behalf of Bidder/

Contractor/Concessionaire/Consultant

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

APPENDIX VII

**Certificate regarding Compliance with Restrictions under Rule 144 (xi) of
the General Financial Rules (GFRs)**

The

[]

[]

Sub: BID for Setting up of Electric Vehicle (EV) Charging Stations at various locations in Odisha

Dear Sir,

With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I/We have read the Clause 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 certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Date:

Yours faithfully,

Place:

Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Notes:

{Where applicable, evidence of valid registration by the Competent Authority shall be attached}

In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

APPENDIX VIII

A. Regional Transport Office locations (38 nos.)

#	Location
1	ANGUL
2	BALASORE
3	BARGARH
4	BHADRAK
5	Bhanjanagar
6	BHUBANESWAR-I
7	BHUBANESWAR-II
8	BOLANGIR
9	BOUDH
10	CHANDIKHOLE
11	CUTTACK
12	DEOGARH
13	DHENKANAL
14	GAJAPATI
15	GANJAM
16	JAGATSINGHPUR
17	JAJPUR
18	JHARSUGUDA
19	KALAHANDI
20	KENDRAPADA
21	KEONJHAR
22	KORAPUT
23	MALKANAGIRI
24	MAYURBHANJ
25	NAWARANGPUR
26	NAYAGARH
27	NUAPADA
28	PHULBANI
29	PURI
30	RAYGADA
31	ROURKELA
32	SAMBALPUR
33	SONEPUR
34	SUNDERGARH
35	TALCHER
36	BARBIL
37	RAIRANGAPUR
38	KHURDA

B. Truck Terminal Locations (23 nos.)

#	DISTRICT	Location
1	ANGUL	Angul
2	BALASORE	Remuna

#	DISTRICT	Location
3	BALASORE	Laxmannath
4	BARGARH	Pandikipalli
5	BOUDH	Boudh
6	CUTTACK	Jagatpur
7	DEOGARH	Deogarh
8	GANJAM	Girisola
9	JAGATSINGHPUR	Jagatsinghpur
10	JAJPUR	Bandalo-Chhatia
11	JHARSUGUDA	Panduripatra
12	KALAHANDI	Kalahandi
13	KENDRAPADA	Kendrapada
14	KHURDA	Kuhudi
15	KHURDA	Godipada
16	MALKANAGIRI	Potakhal
17	NUAPADA	Dharamapuri
18	SAMBALPUR	Rasibeda
19	SAMBALPUR	Charmal
20	SAMBALPUR	Patrapalli
21	SAMBALPUR	Pandoli
22	SUNDERGARH	Vedabahal
23	SUNDERGARH	Kuarmunda

C. Prospective Locations in Bhubaneswar (23 nos.)

#	Location	Area
1	Acharya Vihar Square, In front of DISHA Coaching Centre	Acharya Vihar
2	Vani Vihar Square, Infront of Pantaloon Showroom	Vani Vihar
3	Sahid Nagar Multi-level Car Parking Complex	Sahid Nagar
4	In between Master Canteen to Bhubaneswar Railway Station	Master Canteen
5	Rajmahal Square, Near Raymond Showroom	Rajmahal Square
6	Sishu Bhawan Square, SBI Bank, Bapuji Nagar Branch	Sishu Bhawan Square
7	Unit-2 Multi-level Car Parking Complex	Unit-2 Market Building
8	Near Panchadeep Multi-level Car Parking Complex	Unit-4 Market
9	Garage Square, Near Petrol Pump	Garage Square
10	Lingaraj Market Complex	Old Town
11	Near KIIT University Main Gate, Ward no-1	KIIT University
12	In front of RTO-II Square, ward no-2	RTO-II Square
13	Infront of Ray Dhaba, Hanspal, ward no-4	Hanspal
14	MG Hector Showroom, Pahal, ward no-4	Pahal
15	Near Infocity Square, ward no-6	Infocity Square
16	District Centre, chandrasekharapur, ward no-8	Chandrasekharapur

#	Location	Area
17	Rasulgarh Durga Puja Mandap	Rasulgarh
18	Acharya Vihar Square, ward no-12	Acharya Vihar Square
19	Near Kalinga Hospital Square, ward no-16	NALCO Square
20	Satsang Temple, Near Shyamsundar Mukharjee Park ward no-17	Satsang Vihar
21	Vani Vihar Square, ward no-17	Vani Vihar
22	Puri Bypass Road Turning, ward no-18	Puri By Pass
23	Near Aiginia Durga Mandap Side, Ward No-49	Aiginia

Site Details

Sl. No	Category of EV Charging Stations*	Location (Sanctioned by Authority)	Type of Charging Stations	No. of Charging Stations	Type of EV Chargers	No. of EV Chargers at each Charging Station	Total no. of EV Chargers

Authority reserves right to add more locations, limited to 20% or 100 locations over and above the number of locations (i.e., 17 nos. as 20% of 88 nos. of locations) along the important highways i.e., NH-16 / AH-45 and NH-316. The earmarked numbers of sites shall be shared with the selected / successful bidder within 90 days of placement of LOA. The successful bidder is expected to set up required number of EVCS / BSF along these additional locations mutually agreed between the authority and the selected / successful bidder. The bidder agrees to the setup, operate and recover user charges from the EV users as quoted under this RFP.

Note:

1. For Moderate/Slow charger: 1 EVCS equivalent is at least 3 charging points of maximum 3.3 kW power output per charging point.
2. For Fast Charger: EVCS equivalent is 1 charging gun providing 15-22 kW power output. For EVSE with more than one charging gun, 1 charging gun will be equivalent to 1 EVCS only if all the charging guns of the EVSE can simultaneously charge vehicles. For example: An EVSE with two charging guns will be equivalent to 2 EVCS if both charging guns can simultaneously charge 2 vehicles.
3. For any other Charger: 1 EVCS equivalent is 1 charging gun. For EVSE with more than one charging gun, 1 charging gun will be equivalent to 1 EVCS only if all the charging guns of the EVSE can simultaneously charge vehicles. For example: An EVSE with two charging guns will be equivalent to 2 EVCS if both charging guns can simultaneously charge 2 vehicles.
4. For BSF: 1 BSF is equivalent to 2 EVCS
5. For upstream electrical infrastructure on any site, the Concessionaire will not have to bear the costs associated with Service Line Development (SLD), Road Cutting & Restoration (R&R) and Network Augmentation for electrical load up to 100 kW. Any other cost pertaining to electrical infrastructure, including for network augmentation beyond 100 kW, will be borne by the Concessionaire. The load of 100 kW will be provided exclusively for connecting the EVSE. Any other requirement of electrical connection will have to be arranged for and paid for by the

Concessionaire.

APPENDIX IX

SLAs

I Service Level Agreement

The Concessionaire must adhere to the following Service level agreements with respect to all EVCS:

1. The Concessionaire must ensure a Monthly Uptime Percentage of 98% (excluding for power failure related downtime and scheduled downtime) which means that charging services should be operational and available to the EV users at least 98% of the time in any calendar month.
2. The operating hours for each EVCS on all sites must be from 6 a.m. - 10 p.m. each day and on all days of the year including holidays. Night time operations are also allowed and it is up to the Concessionaire to decide and keep the EVCS operational during night time.
3. Faulty charging equipment should be repaired and/or replaced within 24 hours of the complaint.
4. Concessionaire must replace malfunctioning firmware as well as provide any additional feature request at no extra cost.
5. The Concessionaire should provide system availability and response time report upon request by Authority and or any authorized/designated institution.
6. Concessionaires should take corrective actions for any and all discrepancies, violations, or deficiencies within 15 calendar days.
7. Concessionaires should display at its office, operating site, OEM dealership location, its website/app or through newspaper advertisement, the procedure to subscribe and use its energy services, the pricing information and contact details of its customer care service.
8. Concessionaire may disconnect its services to the user in case of:
 - 8.1. asset misuse (physical damage to the charging equipment/tampering/theft attempt) that adversely affects Operator's services to other customers,
 - 8.2. default in payment as per the subscription plan,
 - 8.3. violation of service contract,
9. Concessionaires should allow user-initiated cancellation of its subscription services and refund any security deposit or wallet credits within 7 working days from the date of approval of cancellation application
10. Concessionaires should follow applicable regulations with regards to protection of any KYC or personal information collected during application.
11. Concessionaires will be solely responsible for ensuring the safety of the property and users at the EVSC site. Proper monitoring of the EVCS site must be ensured to prevent damage to the property.
12. . The Concessionaire will provide a monthly report to the Authority on all the SLAs listed under Appendix IX. If any of the SLA violated for two consecutive months, then the Concessionaire will be penalised by the Authority. This penalty would amount to INR 10,000 subject to a maximum of INR 1,00,000 per site, post which Authority reserves the right to cancel the Agreement of the concessionaire. The Authority, at its discretion, may choose to ascertain the veracity of the monthly report submitted by the Concessionaire.

13. Authority will impose a penalty of INR 2000/violation for the first five violations of any aspect of the branding guidelines as put down in Appendix X. Thereafter, the penalty will be escalated to INR 5000/violation subject to a maximum of INR 1,00,000 per site, post which Authority reserves the right to cancel the Agreement of the Concessionaire. Authority, at its discretion, may choose to ascertain the veracity of the monthly report submitted by the Concessionaire

II Service Level Agreement for Battery Swapping Facility (BSF)

The bidder must adhere to the following Service level agreements with respect to all BSF:

1. The operating hours for each BSF on all sites must be from 6 a.m. - 10 p.m. each day and on all days of the year including holidays. Night time operations are also allowed and it is up to the Concessionaire to decide and keep the BSF operational during night time.
2. Concessionaire should ensure availability or uptime of the swapping station/equipment at least 98% of the operational hours per day.
3. The Concessionaire shall provide a monthly report to Authority highlighting the number of non-operational hours, as defined above. At any time, the number of non-operational hours (excluding the non-operational hours due to disruption in power supply from the DISCOM) over the past 3 months exceeds [15] days, Authority reserves the right to penalize/cancel the contract.
4. Concessionaire shall provide batteries with a minimum assured usable capacity of batteries in kWh which should be specified clearly in the subscription plan information and clearly displayed at partner OEM dealerships, operating sites and in its user interface system (app, customer portal, etc.). The specifications of the batteries swapped and the assured usable battery capacity (kWh) should be shared with customers in the concerned invoices.
5. Concessionaires should have relevant certified measurement equipment at the infrastructure site to measure the minimum assured capacity at any given point of time.
6. Concessionaires should be able to enroll/onboard a new customer within 48 hours of valid and complete application (subject to availability of compatible vehicle) along with KYC information and security deposit if any.
7. Concessionaires should display at its office, operating site, OEM dealership location, its website/app or through newspaper advertisement, the procedure to subscribe and use its energy services, the list of compatible vehicle models, the pricing information and contact details of its customer care service.
8. Concessionaires should enable payment mechanisms (to pay for the services) through at least 4 channels such as cash (mandatory), credit card, debit card, net banking, mobile wallets, UPI.
9. Concessionaire could disconnect its services to the user in case of:
 - 9.1. asset misuse (battery physical damage/tampering theft attempt) that adversely affects Concessionaire's services to other customers
 - 9.2. default in payment as per the subscription plan
 - 9.3. violation of service contract
10. Concessionaires should allow user-initiated cancellation of its subscription services and refund any security deposit or wallet credits within 7 working days from the date of approval of cancellation application,

11. Concessionaire should follow applicable regulations with regards to protection of any KYC, personal information and financial information collected during application.
12. The Concessionaire will provide a monthly report to Authority on all the SLAs listed under Section II of Annexure IX. If one or more of any of the SLAs is violated for two consecutive months, then the Concessionaire will be penalised by Authority. This penalty would amount to INR 10,000 subject to a maximum of INR 1,00,000 per site, post which Authority reserves the right to cancel the contract of the concessionaire for the entire package. Authority, at its discretion, may choose to ascertain the veracity of the monthly report submitted by the Concessionaire.
13. Authority will impose a penalty of INR 2000/violation for the first five violations of any aspect of the branding guidelines as put down in Clause 19. Thereafter, the penalty will be escalated to INR 5000/violation subject to a maximum of INR 1,00,000 per site, post which Authority reserves the right to cancel the contract of the concessionaire for the entire package. Authority, at its discretion, may choose to ascertain the veracity of the monthly report submitted by the Concessionaire.

III SLA Exclusion

This SLA does not apply to any services that expressly exclude this SLA as stated in the documentation for such services) or any performance issues.: (a) caused by force Majeure" or (b) that resulted from licensee's /contractor/bidder(s) equipment or third-party equipment, or both (not within the primary control of bidder(s))

APPENDIX X

Technical Schedule

1. Public Charging Infrastructure - DESIGN AND BRANDING GUIDELINES:

Public charging stations are integral units of the state EV infrastructure. For higher salience and ease of recognition among all EV users across Bhubaneswar and Puri, all the EVCS installed under this tender shall have a common look and feel. To maintain uniformity, design and branding of the charging stations shall be done as per the following guidelines. Authority may periodically inspect, including surprise inspections, the facilities and all branding, imaging and communication at the charging station to review the compliance with these guidelines. Penalties as described in Appendix 10 (I), 13 and II, 13 shall be imposed by Authority for non-compliance of the guidelines by the Concessionaires.

2. Colour palette

Brand colours to be used for any communication at the Charging station shall be defined by the Authority and the exact colour palette will be predefined. Exact colour palette details will be provided by Authority at the stage of the signing of the Concession agreement.

3. Logos and images

The creatives for the logos will be provided by authority along with guidelines pertaining to their use.

4. Marking Paint - All concessionaires shall adhere to the following specifications for marking paint on EV parking/charging bay pavement. 100% Acrylic Self-Crosslinking Polymer Emulsion designed as a highly durable pavement colour coating, Roll-on Surfacing Material: A Solvent Free, High Build, Two pack, Seamless, Tough, skid resistant 1.0-1.5 mm thick green based on Gloss and color retaining Acrylic Cross Linking Resin System for asphalt roads and similar applications including surface cleaning and cost of all material etc. complete. Providing and applying 2.5 mm thick road marking strips (retroreflective) of specified shade/ colour using hot thermoplastic material by fully/ semi-automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. The pavement will need to be coloured green as per the design given by authority.

5. Materials to use and not to use -Guidelines

- 5.1. Materials used throughout the construction of the charging station should reflect the eco-friendly nature of Electric Vehicles
- 5.2. Avoid using concrete as much as possible as the material
- 5.3. Natural materials like bamboo and wood should be used as much as possible.
- 5.4. Any stickers used should be reflective in nature

6. Charging bays

A charging bay is a key area for charging the vehicle. At each charging bay, there are facilities for comfortable parking of the Electric Vehicle and a charging point to charge the EV. Charging bays may consist of Fast Chargers or Moderate/Slow chargers or battery swapping facilities.

7. Canopy

Concessionaire shall be free to determine the design of the Canopy (if any).

8. Digital Signage

8.1. One information LED HD digital (dynamic) display panel (for graphics and video playback) / fixtures conforming to international standards of high quality outdoor digital signage comparable to Airports and Metro of leading nations. Information panel shall be provided by Concessionaires conforming to the following minimum requirements and specifications or its equivalent:

- (i) Including, ground anchoring mounting and transparent cabinet in powder coated steel frame and box and minimum IP-65
- (ii) Internal cables and hardware to be external grade and fire resistant with a minimum life of 10 years.
- (iii) TL tubes for back lighting / illumination with electronic ballast.
- (iv) Polycarbonate sheet as cover of GE make or equivalent.
- (v) Brightness and Pixel spacing to be sufficient for clear glare free display of static and motion information simultaneously. The panels must be programmable for live display of Public information and other statutory displays.
- (vi) Information data Portability and wifi connectivity for live media to be provisioned.
- (vii) Panel size of 2400mm in height and 1200mm in width with minimum digital LED display area of 85% of the total panel area shall be considered with mounting provisions and as per signage guidelines and Other government rules and regulation for road signage display AND AS PER APPROVED DESIGN.
- (viii) The alignment of and location of digital signs should conform to all statutory, legal and safety requirements as per current guidelines, byelaws and or other legal provisions.

8.2. The digital signage shall be used exclusively by Authority for public awareness and to share site specific information on EV chargers, pricing details etc. The content to be displayed on the digital signage shall be provided by Authority from time to time.

9. Pole with Totem/Glow sign

9.1. Pole Specifications: GI Octagonal pole of 6Mtr. height, Top – 70mm dia, Bottom – 130mm dia and 3mm thickness sheet. Base plate of minimum dimension 200mm X 200mm X 12 mm, foundation bolts (4 nos with 3 nos of nuts and washers in each). The Octagonal Poles shall be designed to withstand the maximum wind speed as per IS 875. The top loading i.e. area and the weight of fixtures are to be considered to calculate maximum deflection of the pole and the same shall meet the requirement of BS: 5649 Part VI 1982. The pole shaft shall be made from sheet steel conforming to BSEN 10025. The pole shaft shall have octagonal cross section and shall be continuously tapered with single longitudinal welding. There shall not be any circumferential welding. The welding of the pole shaft shall be done by the Submerged Arc Welding (SAW) process. All octagonal pole shafts shall be provided with the rigid flange plate of suitable thickness (as per IS 2062) with provision for fixing 4 foundation bolts. This base shall be fillet welded to the pole shaft at two locations i.e. from inside and outside.

9.2. Glow Sign/Totem Specifications: Providing and mounting glow letters over the pole, “Switch Station” letters of approximately of approximately 0.5 m total height and logo of approximately 1m height as per design guidelines secured and anchored firmly to pole with external grade and wind resistant anchorage, secured to the pole with all safety and precautions. Including all electrical, lighting, signage and structural works.

10. Information Signages

- 10.1. Entry point, exit point, payment point, and various charging points should be clearly and uniformly signposted using information signages throughout the charging station.
- 10.2. One information signage of non-commercial type indicating the name and logo of the Concessionaire in size up to 15 Sq Ft (maximum permissible dimensions of signage would be 1.5 ft x 10 ft) within the allotted space at the Concessionaire's own cost shall be permitted. No other mention of the Concessionaire's logo/name shall be permitted on site.
- 10.3. Concessionaire shall also be permitted to display one passenger information board/terms and conditions/FAQs on using public charging station for which they are requested to submit a copy of related displays with dimensions for approval by Authority.

11. Charging Station staff uniform

Concessionaires shall provide all charging station staff with T-shirts and caps as a uniform with standardized design to be provided by Authority. Name of the Concessionaire can also be incorporated in the same.

12. Charging Station banner

The charging station will have a backlit (with energy efficient LED lights) banner of dimension not exceeding 30 square meters with GI backing and Mild steel framing including front panel flex of UV resistant, external grade flex material. Including one-time cost of printing, mounting and installation. The banner will be prominently located at an area of high visibility inside or near the entrance of the charging station.

13. Greenery

A minimum of 20 planter boxes made from water resistant Birch Ply, minimum 30mm thick and as per design. Size module of each planter box 1.75m x .3m x .45m. The planter boxes will be placed at various locations within the site, including between two charging bays and will include plants with a minimum height of 1.2 M. Plants of the Dracaena family having height. 1.2 m & above, well developed with full of leaves, fresh and healthy in an Earthen pot will be placed within the planter box securely, and having minimum 4 pots in each planter box.

- 13.1. The Design and Branding Guidelines provided above are indicative and not comprehensive. Specifics details, particularly regarding the standardized elements, shall be shared at the time of the signing of the Concession Agreement.
- 13.2. The siting of each of the above elements on site layout shall be decided site to site. Concessionaires shall prepare a site layout incorporating all the above elements for each site and submit the same for approval to Authority no later than 28 days of receiving the LOI.

TECHNICAL SPECIFICATIONS (TS)

All the charging infrastructures will be established as per Ministry of Power Notification vide No. 12/2/2018-EV dated 1st Oct. 2019 on the subject “Charging Infrastructure for Electrical Vehicles – Revised Guidelines and Standards-reg”, and CEA (Measures relating to Safety & Electrical supply) Regulations 2010 and their amendments from time to time.

Any EV Chargers/BSF installed in a EVCS under this tender must be type tested by an agency/laboratory accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL). The minimum specifications against which such testing is to be done is provided below:

For AC-001 and DC-001 chargers - as per specifications provided in Order No. 7(8)/2015-AEI (Pt.)(11976) of Ministry of Heavy Industries & Public Enterprises Department of Heavy Industry dated 21st November 2017

For High Voltage DC Fast Charger with CCS-2/ CHAdeMO communication protocol Testing and certification as per IS 17017

Sl. No	Criteria	Parameter
1	IS 17017 Part 1	Electrical safety, Protection against electric shock, Conductive electrical interface requirements, Cable assembly requirements, constructional requirements, Overload and short-circuit protection, Automatic reclosing of protective devices
2	IS 17017-21-2	EMI/EMC testing

For AC Fast Charger with Type-2 connector: Testing and certification as per IS 17017

Sl. No	Criteria	Parameter
1	IS 17017 Part 1	Electrical safety, Protection against electric shock, Conductive electrical interface requirements, Cable assembly requirements, constructional requirements, Overload and short-circuit protection, Automatic reclosing of protective devices
2	IS 17017-21-2	EMI/EMC testing

For any other charger: Testing and certification of all safety parameters as per IS 17017

For Battery Swapping Facility:

Sl. no.	Parameter	Parameter	Test Standard	Reference clause
	Verification of performance & Safety Functions	Functions like Verification that the swappable battery is properly connected	IEC 61851-3-3	Annex A
		Protective conductor continuity checking	IS17017-1	6.3.1.2
		Energization De-energization of the system	IS17017-1	6.3.1.4;6.3.1.5
		Locking of the swappable battery during charging	IEC 61851-3-3	Annex A
		Compatibility assessment for individual battery channel	IEC 61851-3-3	Annex A
		User initiated shutdown	IS17017-1	15
		Input AC overvoltage protection	IS17017-1	8
		Fault protection, indication and monitoring	IEC 61851-3-3	Annex A
		Protection against electric shock	IS17017-1	8
		Dielectrics withstand characteristics	IS17017-1	11.3
		Insulation resistance	IS17017-1	12.5
		Residual current protective devices	IS17017-1	8.5
2	Environment tests	Minimum temperature functional test	IS17017-1	12.10.1
		Maximum temperature functional test	IS17017-1	12.10.2
		DAMP HEAT FUNCTIONAL TEST	IS17017-1	12.9
		Degrees of Protection Against Solid Foreign Objects and Water for the Enclosures:	IS17017-1	12.4.1
3	EMC tests	Immunity to electrostatic discharges	IS17017-21-2	
		Fast transient bursts		
		Voltage surges		
		Voltage dips and interruptions		
		Immunity to radiated electromagnetic disturbances		
		Conducted Emission		
		Harmonic Emission		
		Flicker Emission		
		Radiated Emission		
5	Mechanical impact	Impact test	IS17017-1	12.11

APPENDIX XI
Draft Concession Agreement
between
the Concessionaire and the Authority

1. Article 1 – Definitions & Interpretations

1.1. Definitions

- 1.1.1. Agreement shall mean this Concession Agreement including the articles, schedules, amendments, modifications and supplements made in writing by the parties from time to time.
- 1.1.2. Agreement Signing Date shall mean the date of signing of the Concession Agreement by the parties i.e. the Authority and the Concessionaire.
- 1.1.3. Applicable Law means all Indian laws for the time being in force, act, rules, regulations, ordinance, directives, notifications, circulars, bye-laws, applicable standards including applicable environmental, occupational, health and safety standards, decrees, judgments, orders, and directives applicable to the performance of the obligations of Parties and issued by any Governmental Instrumentalities having jurisdiction over the matter in question including Governmental Approvals and that are in effect at the relevant time.
- 1.1.4. Battery Swapping Facility (BSF) shall be a station where a discharged or partially charged battery of an Electric Vehicle (EV) (primarily 2 & 3 wheelers) can be swapped for a fully charged battery. A BSF should have a minimum capacity of 10 battery swapping docks and ability to service at least 2 vehicles of different vehicle original equipment manufacturers (OEMs) registered with the Authority for EV purchase incentives.
- 1.1.5. Bid shall mean the Techno-Commercial Bid and the Financial Bid submitted by the Concessionaire, in response to the Invitation for Bid (IFB), in accordance with the terms and conditions of the Bid Document.
- 1.1.6. Bid Document shall mean the invitation for Bid (Tender Reference Number _____) issued/notified on _____ by the _____ for establishing/setting-up of EV charging & battery swapping stations at various locations in Odisha, and any corrigendum to the same issued from time to time.
- 1.1.7. Change in Law shall mean the same as provided in Article 15 of this Agreement.

- 1.1.8. Concessionaire shall be an Entity, Consortium or Joint Venture (JV) which has received the Letter of Allotment (LoA) from the Authority for operating and maintaining EVCS.
- 1.1.9. Contracted Revenue Share shall mean a fixed amount of INR 1.00/kWh of power consumed through the EVCS and Battery Swapping Facilities to charge Electric Vehicles for the duration of this Agreement.
- 1.1.10. Contracted Service Charge shall mean a service charge of Rs. 1.00/kWh to charge an EV with a Moderate/Slow Charger and a service charge of Rs. XX per kWh to charge an EV with a Fast Charger with an escalation of upto 5% per annum for the duration of this Agreement. Contracted Service Charge shall be the fee, excluding electricity tariff, time based penalty, and GST, which the Concessionaire charges a user for charging an EV at a EVCS.
- 1.1.11. Contract Termination Date shall mean the last date of the 60th month from the date of operationalization of all mandates. This would mean the contract termination date would be the last date of 60th month from (effective date + zero period), unless extended on mutually agreeable terms. Such an extension, if granted, shall not be for more than 24 months.
- 1.1.12. Concession Period shall mean the duration for which the Authority has provided the site to the Concessionaire to build and operate the EVCS /Battery Swapping Facility. This is the duration between the end of zero period and the contract termination date.
- 1.1.13. Conciliation Period shall mean the period of thirty (30) days or such other longer period as the parties may agree, commencing from the date of issuance of a Concessionaire Preliminary Default Notice as provided in Article 11 of this Agreement, for conciliation between the parties to mitigate the consequence of the relevant event having regard to all the circumstances.
- 1.1.14. Consents, Approvals, Clearances and Permits shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of establishment and operation of EV Charging Infrastructure.
- 1.1.15. Commercial Operation Date (COD) shall be the date of Operationalization of the first EVCS. COD must adhere to the timelines as outlined in the Project Information Memorandum of the Bid Document.
- 1.1.16. DISCOM shall mean the various power distribution licensees in Odisha.

- 1.1.17. Downtime refers to the time duration when an EV charger is non-operational due to disruption in power supply or disruption in IT service (server-side error) or both. In this context, the downtime due to disruption in power supply from the DISCOM will not be accounted for. Therefore, "Downtime" is accounted for only if there is more than 5% error rate due to disruption in IT service or faulty equipment. Downtime is measured based on server-side error rate. It is mandated that the Concessionaire should prominently display the "Instructions to use" for all types of chargers in the charging station. It should also be clearly displayed as to which type of charger is compatible with which model of EVs.
- 1.1.18. Electric Vehicle Supply Equipment (EVSE) shall be an element in EV charging infrastructure that supplies electric energy for recharging the battery of electric vehicles.
- 1.1.19. Electricity Tariff shall refer to the cost of electricity including tariff associated charges viz. regulatory surcharges, electricity tax, pension trust charges, PPAC etc. as decided by OERC and charged by the DISCOMs.
- 1.1.20. Effective Date shall refer to the date of signing of this Agreement.
- 1.1.21. GoO shall mean the Government of Odisha.
- 1.1.22. Fast Charger shall be a EV charger such as BEVC DC-001, Type 2 AC (22kW) or any charger that delivers output power between 15 kW – 22 kW per charging point / charging gun as per approved DST/BIS standards whenever notified and type tested against IS 17017/IEC 61851 or against relevant DST/BIS standards whenever notified by an agency/laboratory accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL).
- 1.1.23. Monthly Uptime Percentage shall mean the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- 1.1.24. Operationalisation shall mean that EV users have unrestricted access to the charging station and are able to charge their vehicles or swap partially or completely discharged batteries of their EV for a fully charged battery.
- 1.1.25. Operating Hours shall mean the period during which charging can be carried out at a charging station. The Operating Hours for each EVCS on all sites must be from 6 a.m. - 10 p.m. each day and on all days of the year including holidays. Night time operations are also allowed and it is up to the Concessionaire to decide and keep the EVCS operational during

night time. The Operating Hours for each BSF on all sites must be from 6 a.m. - 10 p.m. each day and on all days of the year including holidays. Night time operations are also allowed and it is up to the Concessionaire to decide and keep the BSF operational during night time.

- 1.1.26. Project sites shall refer to the sites as provided in this RFP.
- 1.1.27. Project shall mean the installation, commissioning, and operation of EV Charging Station (EVCS) and Battery Swapping Facility (BSF).
- 1.1.28. EV Charging Station (EVCS) shall consist of EVSE, associated electrical infrastructure, space for parking (with clearance), ingress/egress for vehicles and has open (unrestricted) access for the public. Additionally, EVCS must not have any usage restriction for any EV user. For instance, EVCS usage cannot be restricted by providing services only on a subscription basis.
- 1.1.29. Authority shall provide the sites to the Concessioner on a concessional basis for EVCS.
- 1.1.30. Moderate/Slow Charger shall be an EV charger such as BEVC AC-001 or any charger (AC or DC) that delivers a maximum output power of 3.3 kW per charging point, is compliant to the technical and safety standards as laid agency/lab accredited by NABL.
- 1.1.31. C&T shall be read as the Authority and shall act as State Nodal Agency for setting up of EV charging infrastructure in the state of Odisha.
- 1.1.32. Time Based Penalty shall refer to the penalty charged from an EV user for keeping the vehicle plugged beyond 80% State of Charge (SOC) or parking in the space allocated for EV charging while not connected to a charger. The penalty is optional and can be levied by the Concessionaire to discourage the EV user from occupying the charger for longer periods of time than required and thereby denying the opportunity for other EV users to charge their vehicles.
- 1.1.33. Zero Period shall be the time period between the Effective Date and date of operationalisation of all mandates as per Annexure C of the bid document and clause 3.4.2, 3.4.3 and 3.4.4 of this agreement or 180 days, whichever is earlier. Zero Period shall be inclusive of the Effective Date and the date of operationalisation.

1.2. Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1. All references made in this Agreement to "Articles" and "Annexures" shall refer, respectively, to Articles of, and Annexures to, this Agreement. The Annexures to this Agreement form part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement;
- 1.2.2. Words importing the singular shall include plural and vice versa; (ii) words denoting persons shall include partnerships, firms, companies and other body corporate (iii) the words "include" and "including" are to be construed without limitation and (iv) a reference to any Party includes that Party's successors and permitted assigns; and
- 1.2.3. Reference to any statute or statutory provision or order or regulation made thereunder shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.
- 1.2.4. All the titles and headings in this Agreement are intended solely for the convenience of reference and shall in no way limit or otherwise effect the interpretation of any of the provisions hereof.
- 1.2.5. Reference to a number of days shall refer to calendar days unless Business Days are specified.

2. Article 2: Term of the Agreement

- 2.1. Subject to the termination of this Agreement, this Agreement shall become effective from the Agreement Signing Date and shall expire on a date which is 60 months from the date of operationalization of all mandates. This would mean the contract termination date would be the last date of 60th month from (effective date + zero period). The duration of this agreement may be extended for another 24 months (i.e. 61st month to 84th month) after the period of 60 months from the date of operationalization of all mandates, at the discretion of the Authority and subject to i) concurrence of the Authority and ii) satisfactory performance as determined by the Authority.
- 2.2. The Parties agree that for the Term of the Agreement, the Concessionaire shall levy the service charges as per the LOA awarded by the Authority to the Concessionaire. The Concessionaire may increase the service charge (after one year of the Effective Date) on Moderate/Slow Chargers and Moderate/Slow Chargers on a Year on Year basis to account for inflation but such an increase should not exceed 5% within the span of 1 year.

3. Article 3: Construction, Interconnection, Installation, Commissioning and Commercial Operations

3.1. Consents, Approvals, Clearances and Permits

- 3.1.1. Prior to making of a bid and signing the present Agreement the Concessionaire confirms that it had visited the site for which it has made the bid and is fully aware about all issues/ encumbrances in setting up of proposed facility at the said site. The Authority shall not be held responsible in whatsoever manner and shall not be held liable for any losses or damages by the concessionaire for any reason whatsoever.
- 3.1.2. The Concessionaire shall be solely responsible for obtaining requisite clearances/permits/consents (including requisite clearances as per Central Electricity Authority (CEA) Regulations 2019, and any amendments thereof, and clearances for civil works) required for EVCS and any other permission as may be required to complete the works as contemplated in the present Agreement and the RFP and will be solely responsible for liaising at its own cost with any government body/ department for obtaining such a clearances/consent/ permit. The Authority shall support and facilitate the Concessionaire to obtain the requisite clearances/permits/consents wherever required subject to such approvals being as per the terms of the Concession Agreement and the Bid Document.

3.2. Construction

- 3.2.1. From the Agreement Signing Date, the Concessionaire shall be responsible for the construction of EVCS.
- 3.2.2. The Concessionaire shall use the construction material as stipulated in the Agreement between the Concessionaire and the Authority. It is the responsibility of the Concessionaire to remove and dispose of all excess construction material, waste material, unused fill or other debris left over from excavation or construction, and upon completion of work.
- 3.2.3. The Parties expressly agree that time is the essence of the present Agreement. The Parties also agree that the time being the essence of the Agreement is an integral term of this Agreement and the same cannot be waived by conduct of Parties or impliedly. The time shall remain to be the essence of the Contract even if time extensions or other such remedies are resorted to by the Parties to the present Agreement.
- 3.2.4. The Concessionaire shall strictly follow the guidelines as outlined in Appendix X of this Agreement - EV Charging Infrastructure - Branding Guidelines for design and construction of EVCS.

- 3.2.5. The Concessionaire shall incorporate the suitable protection and monitoring devices for safe and reliable operation of all the EVCS and shall meet the requirements of the Clause 6.7 of this Agreement.
- 3.2.6. The Concessionaire shall use components or equipment complying with approved or minimum technical standards as per the International Electro-technical Commission (“IEC”) or Bureau of Indian Standards (“BIS”). The Concessionaire shall deploy the mandated Moderate/Slow and Fast Chargers as defined/outlined in the Clause 1.1.22 of this agreement and Appendix VIII of the Bid Document respectively.
- 3.2.7. Over and above the mandated Moderate/Slow and fast EVCS, the Concessionaire can install any combination of AC or DC chargers which are type tested against IS 17017/IEC 61851 or against relevant DST/BIS standards whenever notified by an agency/laboratory accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL). All EVCS should adhere to all other standards/conditions defined in any other part of this document.

3.3. Interconnection

- 3.3.1. For upstream electrical infrastructure on any site, the Concessionaire will not have to bear the costs associated with Service Line Development (SLD), Road Cutting & Restoration (R&R) and Network Augmentation for electrical load up to 100 kW. Any other cost pertaining to electrical infrastructure, including for network augmentation beyond 100 kW, will be borne by the Concessionaire. The load of 100 kW will be provided exclusively for connecting the EVSE. Any other requirement of electrical connection will have to be arranged for and paid for by the Concessionaire.
- 3.3.2. The Concessionaire must apply for an electrical connection within 7 working days of the Agreement Signing Date. However, the Authority will not have any obligation, nor will it be liable in any manner for any delay in obtaining any permission or release of electricity to concessionaire.
- 3.3.3. The Concessionaire shall adhere to communication requirements as outlined in the Clause 6.4 of this Agreement for the digital communication between the EVSE and the EV, digital communication between the EVSE and the Charger Management System, digital communication between the Charger Management System and the DISCOM, and digital communication between different Charging Stations.

- 3.3.4. The Concessionaire shall make provision so that the information required as outlined in the Clause 6.8 of this Agreement and Appendix XIII (Data Standards for Open Database) of the Bid Document, would be made available to the external agency(ies) as and when notified by the Authority for the open database management.
- 3.3.5. The Concessionaire shall ensure that all the electricity consumption not used for EV charging is metered separately. Tariff applicable to this electricity consumption shall be as per OERC tariff regulation.

3.4. Installation, Commissioning and Commercial Operations

- 3.4.1. The Concessionaire at its own costs and expense must install and commission the EVSE. The Concessionaire shall post installation, test the chargers installed and provide a test report of meeting all the requirements from the certified engineers/ authority to Authority.
- 3.4.2. The Concessionaire shall ensure the Operationalization of the mandated Moderate/Slow Charger EVCS at each site within 75 days from the Agreement Signing Date. The minimum mandated Moderate/Slow Charger EVCS for each site is as mentioned in Appendix VIII of the Bid Document. The Concessionaire shall ensure the Operationalization of the mandated Fast Charger EVCS for each Package within 75 days from the Agreement Signing Date. The minimum mandated Fast Charger for each Package is as mentioned in Appendix VIII of the Bid Document.
- 3.4.3. The Concessionaire shall ensure the Operationalization of the minimum number of mandated EVCS at each site within 180 days from the Agreement Signing Date. The minimum number of mandated EVCS for each site is as mentioned in Appendix VIII of the Bid Document.
- 3.4.4. The Concessionaire shall ensure the Operationalization of the Battery Swapping Facility within 180 days from the Agreement Signing Date.
- 3.4.5. The Concessionaire shall be responsible for applying and availing grants under various schemes as being announced by GOI/ State Government. Authority may support the Concessioner limited to providing necessary documents as is required to be furnished by the Authority for availing such grants.
- 3.4.6. This Agreement shall be initially valid for a period of 60 months from the date of operationalization of all mandates. This would mean the contract termination date would be the last date of 60th month from (effective date + zero period). The Concession Period can

be further extended for another 24 Months at the discretion of the Authority and subject to satisfactory performance as determined by the Agency.

- 3.4.7. The Concessionaire shall adhere to the Service Level Agreements as outlined in the Clause 6.1 and 6.2 of this Agreement with respect to all EVCS and BSF.
- 3.4.8. The Concessionaire should clearly define modes of payment by users of public charging stations that must include payment by Cash, Card, UPI and through Phone banking authorized mobile application.
- 3.4.9. The Concessionaire shall not undertake any additional commercial activity without written approval from the Authority, other than charging of the Electric Vehicles and swapping of the batteries.
- 3.4.10. The Concessionaire shall ensure that the concessional space for EVCS must not be misused due to actions such as intentional/unintentional blocking of parking space by vehicles which are not being charged, utilization of space for other commercial purposes, displaying advertisements etc.

3.5. Sub-contracting

- 3.5.1. The Concessionaire shall not assign or sub-contract his contract or any substantial part thereof (such as civil work, operation and maintenance etc.) without prior written approval of Authority.

3.6. Inspection and verification by the State Nodal Agency or any authorized agency

- 3.6.1. The Concessionaire shall be required to provide entry to the EV public charging station at all times during the Concession Period to the Authority or any authorized agency for inspection and verification of the works being carried out by the Concessionaire.
- 3.6.2. The Authority or any authorized agency may verify the work(s)/operation(s) of the EVCS being carried out by the Concessionaire and if it is found that the work(s)/operation(s) of the EVCS is/are not in accordance with the Article 3, 6 and 8 of this Agreement, it may seek clarifications from the Concessionaire.

3.7. The Concessionaire shall ensure the Commercial Operation Date of all the mandates (as per Clause 3.4.2, 3.4.3, and 3.4.4) is certified by the Authority. The EVCS shall be certified only if each of the EVCS meets the requirements as outlined in the Article 3, 6 and 8 of this Agreement.

4. Article 4: Undertakings and Conditions Subsequent

4.1. Obligations of the Concessionaire

- 4.1.1. The Concessionaire shall submit an Operationalization plan for the Package(s) to the Authority within 28 days of the issuance of the Letter of Allotment. The operationalization plan must adhere to all mandates.
- 4.1.2. The Concessionaire shall be responsible for obtaining all requisite clearances/permits/consents required for EV Charging Stations and Battery Swapping Facility.
- 4.1.3. The Concessionaire shall submit the application for sanctioning of the load and electrical connection with the concerned DISCOM within 7 working days from the Agreement Signing Date. The action under Clause 4.1.3 is independent of the action under Clause 4.1.1.
- 4.1.4. All costs associated with the civil/construction works pertaining to the concessional sites shall be the responsibility of the Concessionaire.
- 4.1.5. The Concessionaire shall submit the proof of installation of all mandated EV chargers and Battery Swapping Facility as outlined in the Appendix VIII of the Bid Document to the Authority.
- 4.1.6. The Concessionaire shall ensure the Operationalization of all mandates as per Clause 3.4.2, 3.4.3, and 3.4.4 of this Agreement after securing the certificate for commercial operation of all the EVCS from the Authority or any authorized agency.
- 4.1.7. The Concessionaire shall share any changes/updates in the Contracted Service Charge in accordance with the Article 5.1.5 of this Agreement with the Authority within 15 Days from the effective date of such changes/update.
- 4.1.8. The Concessionaire shall ensure the timely payment of Contracted Revenue Share to the Authority as per the requirements outlined in Clause 5.2 of the Agreement.
- 4.1.9. The Concessionaire shall provide the invoice/bill to the EV user/consumer in the proforma for billing provided in the Annexure II of this Agreement.
- 4.1.10. A charging bay is a key area for charging the vehicle. The Concessionaire shall ensure that the adequate space for parking, entry and exit of vehicles at the charging bays. The Concessionaire shall also be responsible for the traffic management near the EVCS (if required). Charging bays may consist of Fast Chargers and/or Moderate/Slow Chargers and/or Battery Swapping Facilities.
- 4.1.11. The Concessionaire is obligated to make provision(s) so that the required information as outlined in the Clause 6.8 of the Agreement would be made available to the open database

managed by the external agency(ies) as and when notified by the Authority. The Concessionaire shall not be proprietor to this information and shall share the information with the external agency(ies) as and when notified by the Authority without any requirement of Non-Disclosure Agreement (NDA).

- 4.1.12. The Concessionaire shall share the information with regard to the service charges applicable for the chargers which do not fall under the definition of Moderate/Slow and Fast Charger and the Battery Swapping Facility/service as per the Clause 5.1.3 and 5.1.4, respectively., as notified by the Authority from time to time during the Concession Period.

4.2. Assistance of the Authority : The Authority may at its sole discretion assist the Concessionaire with the following without having any obligation to perform the following.

- 4.2.1. The Authority may coordinate with the Concessionaires to ensure the signing of the Concession Agreement post the acceptance of the LoA and performance security deposited by the Concessionaire.
- 4.2.2. The Authority may coordinate with DISCOMs to ensure setting up of required electrical infrastructure on each site as per the Clause 3.3.1 of this Agreement.
- 4.2.3. The Authority may coordinate with respective DISCOM and facilitate in fast tracking the application process and sanctioning of the electricity connection to the Concessionaire.
- 4.2.4. The Authority may facilitate the concessioner to avail grants as outlined in the Clause 3.4.5 of this Agreement.
- 4.2.5. The Authority shall demarcate the exact space assigned for setting up EV EVCS.
- 4.2.6. The Authority or any authorized agency shall issue a certificate for commercial operation to the Concessionaire, subject to meeting the requirements, post inspection and verification of all the EVCS.
- 4.2.7. The Authority shall intimate and share the issued certificate for commercial operation of all the EVCS.
- 4.2.8. The Authority shall take required action, if any deviation from the terms of this Agreement, including delay or refusal to pay contracted revenue share, is reported.

4.3. Conditions subsequent by the Concessionaire

- 4.3.1. The Concessionaire agrees and undertakes to duly perform and complete all of the activities as outlined in the Article 3, 5, 6, 7 and 8 of this Agreement at the Concessionaire's own cost and risk within the stipulated timelines from the Agreement Signing Date of this Agreement,

unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by the Authority.

4.4. Consequences of non-fulfilment of conditions subsequent specified in Clause 4.4

4.4.1. The Authority shall penalise the Concessionaire for the violation of the Service Level Agreement (SLA) (as outlined in Clause 6.1.12 of this agreement) or violation of branding guidelines (as outlined in clause 6.1.13 of this Agreement).

4.4.2. In case of any delay in the execution of the order beyond the stipulated date of delivery/delivery schedule/completion period including any extension permitted in writing, the Authority reserves right to recover from the Concessionaire a penalty at the rate of **INR 15,000** for each site per week up to a maximum of **INR 1,50,000/-**. The amount of penalty can be recovered from any other contract for any amount due from the Concessionaire post which Authority reserves the right to cancel the contract of the Concessionaire in entirety. In case the breach continues beyond 10 weeks of the stipulated date of delivery/delivery schedule/completion period, the Authority shall have a right of termination in addition to other remedies provided under this Agreement.

5. Article 5: Contracted Service Charge and Revenue Share

5.1. Contracted Service Charge

5.1.1. The Concessionaire shall levy a service charge of **Rs. XXX per kWh** to charge an EV with any Moderate/Slow Charger. This service charge will be exclusive of GST and electricity charges, and shall be applicable as per Appendix XII (Proforma for Billings to EV user/consumer) of this Agreement.

5.1.2. The Concessionaire shall levy a service charge of **Rs. XXX per kWh** to charge an EV with any Fast Charger. This service charge will be exclusive of GST and electricity charges, and shall be applicable as per Appendix XII (Proforma for Billings to EV user/consumer) of this Agreement.

5.1.3. The Concessionaire is free to fix the service charge for the Battery Swapping Facility/service. The Concessionaire shall levy a service charge on the basis of per swap or per kWh. This service charge will be exclusive of GST and electricity charges and shall be applicable as per Appendix XII (Proforma for Billings to EV user/consumer) of this Agreement.

- 5.1.4. The Concessionaire may increase the Service Charge (after one year of the Effective Date) on the Moderate/Slow Chargers and Moderate/Slow Chargers (as defined in the Clause 1.1.31 and Clause 1.1.22 of this Agreement), on a Year on Year basis to account for inflation but such an increase should not exceed 5% within the span of 1 year. For all the other chargers (irrespective of charger type) at any location, the Concessionaire is free to fix the service charge.
- 5.1.5. The proforma for Billings to EV user/consumer is provided in the Appendix XII of this Agreement.

5.2. Contracted Revenue Share

- 5.2.1. The Concessionaire shall pay to the Authority a fixed amount of INR 1.00/kWh (excluding GST) of power consumed through the EVCS and Battery Swapping Facilities from the Commercial Operation Date to the Contract Termination Date, on a monthly basis. The Contracted Revenue Share amount for a month shall be paid within Seven (7) working days from the date of invoice generated by the Authority.
- 5.2.2. The Contracted Revenue Share Amount (CRSA) per month shall be calculated using the following formula.

If, the unit of electricity consumed during a billing cycle (based on the bill generated by DISCOM) = “A” kWh and GST applicable = “B” %, then

$$\text{CRSA (in INR)} = A \times 0.5 \times (100\% + B \%)$$

For Example:

Unit of electricity consumed during a billing cycle: 10,000 kWh.

GST applicable: 18%

$$\text{Calculated CRSA (in INR)} = 10,000 \times 0.5 \times 1.18 = 5900$$

5.3. Penalty Provisions for any Deviation

- 5.3.1. Any deviation from the terms as outlined in the Clause 5.1 - Contracted Service Charge, shall be considered as the breach of contract. The Authority may take requisite action in this regard, which includes but not limited to encashment of the performance security submitted by the Concessionaire.
- 5.3.2. Any deviation from the terms as outlined in the Clause 5.2 - Contracted Revenue Share or non-payment of dues by the Concessionaire, shall be considered as the breach of contract. The Authority may take requisite action in this regard, which includes but not limited to encashment of the performance security submitted by the Concessionaire.

6. Article 6: Operation Guidelines, Performance & Safety Standards

6.1. Service Level Agreements (SLA) for all the EVCS

- 6.1.1. The Concessionaire shall ensure a Monthly Uptime Percentage of 98% (excluding for power failure related downtime and scheduled downtime) which means that charging services should be operational and available to the EV users at least 98% of the time in any calendar month.
- 6.1.2. The Operating Hours for each EVCS on all sites must be from 6 a.m. - 10 p.m. each day and on all days of the year including holidays. Night time operations are also allowed and it is up to the Concessionaire to decide and keep the EVCS operational during night time.
- 6.1.3. The Concessionaire shall ensure that the faulty charging equipment should be repaired and/or replaced within 24 hours of the complaint/ noticing the same.
- 6.1.4. The Concessionaire shall ensure the replacement of malfunctioning firmware as well as provide any additional feature request at no extra cost.
- 6.1.5. The Concessionaire shall provide system availability and response time report upon request by the Authority and or any authorized agency.
- 6.1.6. The Concessionaire shall take corrective actions for any and all discrepancies, violations, or deficiencies within 15 calendar days.
- 6.1.7. The Concessionaire shall display at its office, operating site, OEM dealership location, its website/app or through newspaper advertisement, the procedure to subscribe and use its energy services, the pricing information and contact details of its customer care service.
- 6.1.8. The Concessionaire may disconnect its services to the user in case of:
 - 6.1.8.1. asset misuse (physical damage to the charging equipment/tampering/theft attempt) that adversely affects Operator's services to other customers,
 - 6.1.8.2. default in payment as per the subscription plan,
 - 6.1.8.3. violation of service contract,
- 6.1.9. The Concessionaire shall allow user-initiated cancellation of its subscription services and refund any security deposit or wallet credits within 7 working days from the date of approval of cancellation application.
- 6.1.10. The Concessionaire shall follow the applicable regulations with regards to protection of any KYC or personal information collected during application.

- 6.1.11. The Concessionaire shall be solely responsible for ensuring the safety of the property and users at the EVCS site. Proper monitoring of the EVCS site must be ensured to prevent damage to the property.
 - 6.1.12. The Concessionaire shall provide a monthly report to the Authority on all the SLA listed under Article 6 of this agreement.
 - 6.1.13. The Authority shall impose a penalty of INR 2000 per violation for the first five violations of any aspect of the branding guidelines as outlined in Clause 6.6 of this Agreement. Thereafter, the penalty will be escalated to INR 5000 per violation subject to a maximum of INR 1,00,000 per site, post which the Authority reserves the right to cancel the contract of the Concessionaire for the entire Package. The Authority at its discretion, may choose to ascertain the veracity of the monthly report submitted by the Concessionaire.
- 6.2. Service Level Agreements for all the BSF in a Package
- 6.2.1. The Concessionaire shall ensure the availability or uptime of the swapping station/equipment at least 98% of the operational hours per day.
 - 6.2.2. The Operating Hours for each BSF on all sites must be from 6 a.m. - 10 p.m. each day and on all days of the year including holidays. Night time operations are also allowed and it is up to the Concessionaire to decide and keep the BSF operational during night time.
 - 6.2.3. The Concessionaire shall provide a monthly report to the Authority highlighting the number of non-operational hours, as defined above. At any time, the number of non-operational hours (excluding the non-operational hours due to disruption in power supply from the DISCOM) over the past 3 months exceeds [15] days, the Authority reserves the right to penalize/cancel the contract.
 - 6.2.4. The Concessionaire shall provide batteries with a minimum assured usable capacity of batteries in kWh, which should be specified clearly in the subscription plan information and clearly displayed at partner OEM dealerships, operating sites and in its user interface system (app, customer portal, etc.). The specifications of the batteries swapped and the assured usable battery capacity (kWh) should be shared with customers in the concerned invoices.
 - 6.2.5. The Concessionaire shall have relevant certified measurement equipment at the infrastructure site to measure the minimum assured capacity at any given point of time.

- 6.2.6. The Concessionaire shall be able to enroll/onboard a new customer within 48 hours of valid and complete application (subject to availability of compatible vehicle) along with KYC information and security deposit if any.
- 6.2.7. The Concessionaire shall ensure display at its office, operating site, OEM dealership location, its website/app or through newspaper advertisement, the procedure to subscribe and use its energy services, the list of compatible vehicle models, the pricing information and contact details of its customer care service.
- 6.2.8. The Concessionaire shall ensure the availability of the payment mechanisms (to pay for the services) through at least 4 channels such as cash (mandatory), credit card, debit card, net banking, mobile wallets, UPI.
- 6.2.9. The Concessionaire may disconnect its services to the user in case of:
 - 6.2.9.1. asset misuse (battery physical damage/tampering theft attempt) that adversely affects Concessionaire's services to other customers
 - 6.2.9.2. default in payment as per the subscription plan
 - 6.2.9.3. violation of service contract
- 6.2.10. The Concessionaire shall allow user-initiated cancellation of its subscription services and refund any security deposit or wallet credits within 7 working days from the date of approval of cancellation application.
- 6.2.11. The Concessionaire shall follow the applicable regulations with regards to protection of any KYC or personal information collected during application.
- 6.2.12. The Concessionaire shall be solely responsible for ensuring the safety of the property and users at the BSF sites. Proper monitoring of the BSF site must be ensured to prevent damage to the property.
- 6.2.13. The Concessionaire shall provide a monthly report to the Authority on all the SLA listed under Clause 6.2. If clause 6.2.1 or 6.2.2, or more of any of the SLA violated for two consecutive months, is violated for two consecutive months, then the Concessionaire shall be penalised by the Authority. This penalty would amount to INR 10,000 (per violation i.e. SLA violated for two consecutive months) subject to a maximum of INR 1,00,000 (cumulative violation) per site, post which the SNA reserves the right to cancel the contract of the Concessionaire.

- 6.2.14. The Authority, at its discretion, may choose to ascertain the veracity of the monthly report submitted by the Concessionaire. 6.2.14. The Authority shall impose a penalty of INR 2000 per violation for the first five violations of any aspect of the branding guidelines as outlined in Clause 6.6 of this Agreement. Thereafter, the penalty will be escalated to INR 5000 per violation subject to a maximum of INR 1,00,000 per site, post which the Authority reserves the right to cancel the contract of the Concessionaire. The Authority at its discretion, may choose to ascertain the veracity of the monthly report submitted by the Concessionaire.

6.3. User Functionalities

- 6.3.1. Charging station must support at least the following functionalities for EV users:
- 6.3.1.1. Location of charging station (Address of the charging station along with the GPS coordinates)
 - 6.3.1.2. Charging Station Operating Hours
 - 6.3.1.3. Type of chargers and batteries (for swapping at the charging station)
 - 6.3.1.4. Availability of slots at charging station (Whether the EVSE is connected to an EV or not)
 - 6.3.1.5. Availability of charged battery at Battery Swapping Facility
 - 6.3.1.6. Waiting time and option for booking a slot in case of congestion (Whether the charger is available or booked for particular slots)
 - 6.3.1.7. Cost to the consumer for all types of chargers in a location
 - 6.3.1.8. Fare structure for swapping all types of batteries available at the BSF.
 - 6.3.1.9. Authentication methods available (at least 2 methods: app-based and RFID cards)
 - 6.3.1.10. Option to lodge a complaint for non-functioning charging station
 - 6.3.1.11. Payment methods available
- 6.3.2. The Concessionaire should use an authorized IOS (Internet of Services), IT services to fulfill the requirements in the aforementioned point. The EV user must be able to access these services through a mobile application, including the ability to make payment through the mobile application.

6.4. Communication requirements

- 6.4.1. Digital Communication Between the EVSE and the EV
- 6.4.1.1. For DC charging, the digital communication as described in IEC 61851-24 must be provided to allow the EV to control the EV supply equipment.

- 6.4.2. Digital Communication between the EVSE and the Charger Management System
 - 6.4.2.1. The communication between any charger and the charger management system of the Concessionaire must mandatorily use the communication protocol OCPP 1.6 or higher version compatible with OCPP 1.6 or IEC 61850-90-8. The interface between the charger and Concessionaire must be reliable internet connectivity (Ethernet, 3G/4G). Telecommunication network or telecommunication port of the EV supply equipment, connected to the telecommunication network, must comply with the requirements for connection to telecommunication networks according to 6 of IS 13252 (Part 1): 2010.
- 6.4.3. Digital Communication between the Charger Management System and the DISCOM
 - 6.4.3.1. The communication between EVSE and DISCOM shall be OSCP 1.0 or (OpenADR + IEEE 2030.5) or IEC 61850-90-8 protocol or higher version of these protocols as and when notified by the Authority. The Concessionaire must have provision for the data to be made available for the DISCOM and/or an external agency as and when notified by the Agency.
- 6.4.4. Digital Communication between different Charging Stations
 - 6.4.4.1. The Concessionaire shall make provision for communication with other Charging Stations if required or as and when notified by the Authority, The communication between the two Charging Stations shall be either OCPI 2.1 protocol or OCHP direct 0.2 or higher version of these protocols as and when released.
- 6.5. The Concessionaire shall make provision(s) to ensure the sharing of the following information with the respective DISCOM and/or an external agency as and when notified by the Authority on a regular basis
 - 6.5.1. Peak hours of charging EVs
 - 6.5.2. Real-time power consumption from charging from each charge point (using smart meters wherever possible)
 - 6.5.3. Session - Start & Stop for each charger (Timings & Duration)
 - 6.5.4. Instantaneous current flow to EV
 - 6.5.5. Instantaneous AC RMS supply voltage
 - 6.5.6. Instantaneous active power imported by EV (W or kW)
 - 6.5.7. Instantaneous reactive power imported by EV (var or kvar)
 - 6.5.8. Instantaneous power factor of total energy flow

- 6.5.9. Charger ID
- 6.5.10. Location (GPS coordinates)
- 6.5.11. Emergency Stop (along with reasons), if any
- 6.5.12. Frequency of any voltage fluctuation issue

6.6. Public Charging Infrastructure - Design and Branding Guidelines

To be incorporated from Appendix X of this RFP

6.7. Safety norms

The Concessionaire shall ensure that all EVCS and BSF should be incorporated with suitable protection and monitoring devices for safe and reliable operation of charging stations. All EVCS must follow the following safety norms:

- 6.7.1. The Concessionaire shall ensure the installation of the necessary equipment for regular monitoring of EVCS
- 6.7.2. The Concessionaire shall ensure safety provisions for charging stations vide schedule XVI of the CEA (Technical Standards for Connectivity of Distributed Generation Sources) Regulations, 2013
- 6.7.3. The Concessionaire shall keep the records to an extent that the EVCS installation have been carried out and maintained in accordance with safety norms as per the relevant CEA Regulation & manufacturer's installation and maintenance instructions.
- 6.7.4. The Concessionaire shall use the armoured type cable from the EVCS to Electric Vehicle and maximum length shall be restricted to 5 metres.
- 6.7.5. The Concessionaire shall ensure that the installation of the EVCS is such that any socket-outlet of supply is at least 800 mm above the finished ground level.
- 6.7.6. The Concessionaire shall provide the protection against the overload of the charging supply and incoming supply fittings.
- 6.7.7. The Concessionaire shall ensure that the power is supplied from a dedicated final sub circuit and supplied from a sub-circuit protected by a voltage independent RCD providing personal protection and is compatible with a charging supply for an EVs.
- 6.7.8. The Concessionaire shall be responsible for the safety and security of the vehicles that are utilising the charging facility.

6.8. Open Database

- 6.8.1. The Concessionaire must make provision so that the following information would be made available to the open database managed by the Authority or its appointed agencies as and when notified by the Authority. The data standards for the data to be submitted is provided in Appendix XIII of the Bid Document.

6.8.1.1. Station level data

- 6.8.1.1.1. Name of the charging station
- 6.8.1.1.2. Location (latitude, longitude)
- 6.8.1.1.3. Operator name and contact details. URL
- 6.8.1.1.4. Modes of payment accepted
- 6.8.1.1.5. Maximum Number of Vehicles that can be charged simultaneously
- 6.8.1.1.6. Advance booking availability
- 6.8.1.1.7. Operating Hours and Days
- 6.8.1.1.8. Operating status operational or upcoming)
- 6.8.1.1.9. Fare structure Price (INR per kWh or INT/main or combination of both) per battery swapped
- 6.8.1.1.10. Number of EVs charged of each category per day, number of batteries swapped per day and number of batteries available for swapping in a day

6.8.1.2. Charging unit level data

- 6.8.1.2.1. ID of the charging unit
- 6.8.1.2.2. Type of charging gun along with quantity of each and the capacity of each charging gun
- 6.8.1.2.3. Capacity of Battery Swapping Facility number of batteries and charging capacity of each battery
- 6.8.1.2.4. Operating status - Connected or Available or Out of Service
- 6.8.1.2.5. Maintenance alerts
- 6.8.1.2.6. Usage statistics- timestamps of charging usage
- 6.8.1.2.7. Power consumption- Separately for coach charging point and Battery Swapping Facility
- 6.8.1.2.8. Availability of slots for reservation

7. Article 7: Performance Security/Guarantee

- 7.1. The Concessionaire shall deposit a Performance Security of INR 10,00,000/- (Ten Lakhs) for the performance during the Concession Period within Twenty eight days (28 days) or before signing of the Concession Agreement whichever is earlier from the date of issuance of Letter of Allotment, in the office of Concerned Manager (T). The Performance Security is to ensure due performance of all obligations of the Concessionaire under this Agreement against an Event of Default by the Concessionaire and/or any material breach of its obligations.
- 7.2. The Performance Security shall be deposited in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank (scheduled), unconditional on demand Bank Guarantee from a Commercial bank (scheduled) or online payment in an acceptable form safeguarding the Authority's interest in all respects. Performance Security shall be valid up to 60 days beyond Concession Period or any such further period as directed by the Authority.
- 7.3. The Performance Security amount in whole or any part thereof is liable for forfeiture in case of unsatisfactory execution at the sole discretion of the Authority for breach of any terms of this Agreement by the Concessionaire.
- 7.4. If the Concessionaire is found to default on any of the conditions on any of the sites, except for reasons outside the control of the Concessionaire, then the Authority can force the Concessionaire to forfeit the entire Package in which the sites on which the Concessionaire has defaulted falls.
- 7.5. Interest on Performance Security: No Interest on Performance Security Deposit will be payable to the depositors.

8. Article 8: Billing & Payment

8.1. Metering

- 8.1.1. Metering (Smart Metering, wherever possible) as per Indian standards must be ensured for power consumption by EV chargers at the EV charging station.
- 8.1.2. Separate metering must be ensured by the Concessionaire for other associated purposes such as the office of EV Charging station, public amenities, consumption of other equipment etc. Tariff and other chargers as applicable to Non-Domestic category shall be applicable to the same as per OERC tariff regulation.

8.2. Billing & Invoice

- 8.2.1. Electricity Bill to the Concessionaire - Power consumption by EV chargers at the EV charging station
 - 8.2.1.1. DISCOM shall generate the electricity bill for each EV charging station at the end of the billing cycle every month.
 - 8.2.1.2. DISCOM shall share a copy of the electricity bill with the Concessionaire and the Authority as per Appendix XII.
- 8.2.2. Electricity Bill to the Concessionaire - Power consumption for other associated purposes
 - 8.2.2.1. DISCOM shall generate the electricity bill for each separate meter for other associated purposes at the end of the billing cycle every month. Power consumption for other associated purposes will not be added towards calculation of Contracted Revenue Share.
- 8.2.3. Invoice for the payment for the Contracted Revenue Share
 - 8.2.3.1. The nodal officer assigned by the Authority shall generate the invoice for the payment of the Contracted Revenue Share based on the monthly electricity bill(s) within 3 working days of receipt of bill from DISCOMS and communicate the same to the Concessionaire as per Annexure IV.
- 8.2.4. Invoice for the EV user/consumer
 - 8.2.4.1. The Concessionaire shall provide a bill stating the cost distribution as delineated in Appendix XII of the Bid Document to the EV user/consumer.
 - 8.2.4.2. Billing shall have ToD Energy charge or Electricity Tariff as per OERC Tariff regulation.
- 8.3. Payment terms and mechanism
 - 8.3.1. The payment terms between the Concessionaire and the Authority is fixed at INR 1.00/kWh (excluding GST) of power consumed through the EV Charging Stations and Battery Swapping Facilities.
 - 8.3.2. The Concessionaire shall make the payment for the Contracted Revenue Share to the Authority within 7 working days from the date of generation of the invoice.
 - 8.3.3. BHIM, UPI, NFC, RFID and mobile wallet/App based compliant mobile application payment shall be available for the EV user/consumer .
- 8.4. Redressal of the Disputed Invoice/Bill

- 8.4.1. All disputes regarding land related matters shall be resolved mutually between the Authority and the Concessionaire. In case the dispute remains unresolved, the matter shall be escalated to the Authority and the Authority's decision shall be final and obligatory for the Concessionaire.
- 8.4.2. The Authority can escalate non-payment of dues by the Concessionaire for requisite actions, which includes but not limited to the encashment of the performance security submitted by the Concessionaire and termination of contract.
- 8.4.3. In case of disputed invoice, an EV user/consumer may approach the Authority for requisite actions.

9. Article 9: Notices

- 9.1. Except as otherwise expressly provided in this Agreement, all notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by registered post or faxed or emailed to address as follows:

If to the Concessionaire:
Attention: Mr.
M/s
Telephone: +91
Fax: +91
Email ID:

If to the Authority
Attention: Mr.
M/s
Telephone: +91
Fax: +91
Email ID:

- 9.2. All notices or communications given by fax or email shall be confirmed by depositing a copy of the same in the post office in an envelope properly addressed to the appropriate party for delivery by registered post. All notices shall be deemed delivered upon receipt, including notices given by fax or mail regardless of the date of the confirmation of such notice is received.
- 9.3. Any party, may by written notice, change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

10. Article 10: Financial Agreements

- 10.1. The Concessionaire shall at its cost, expense and risk make such financing arrangement as would be necessary to implement the Project and to ensure the procurement, construction, operation, maintenance, and management of the Project and all of its obligations under this Agreement, in a timely manner.
- 10.2. The Concessionaire in no case shall be allowed to mortgage the concessional sites allocated to the Concessionaire including financing for the project.

11. Article 11: Force Majeure

- 11.1. “Force Majeure” shall mean any event or circumstance or combination of events or circumstances that materially and adversely affects the performance by either party (the “Affected Party”) of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the Affected Party’s reasonable control and were not reasonably foreseeable and the effects of which the Affected Party could not have been prevented by the exercise of reasonable skill and care. Any events or circumstances meeting the description of Force Majeure which have the same effect upon the commissioning, operation, and performance of the EV Charging Station (that is EVCS and BSF) and which therefore materially and adversely affect the ability of the Project or, as the case may be, the Concessionaire to perform its obligations hereunder shall constitute Force Majeure. It is clarified that Covid 19 or lockdowns imposed due to the same shall not constitute as a force majeure subject to Government conditions/restrictions imposed from time to time.
- 11.2. Force Majeure circumstances and events shall include the following events to the extent, that they or their consequences satisfy the above requirements.
 - 11.2.1. Non-Political Events such as acts of GOD including but not limited to any storm, flood, Drought, Lightning, Earthquake or other natural calamities, fire, accident, explosion, strikes, labor difficulties, epidemic, plague or quarantine, air crash, shipwreck, train wrecks or failure.
 - 11.2.2. Indirect Political Events such as acts of war sabotage, terrorism or act of public enemy, blockades, embargoes, civil disturbance, revolution or radioactive contamination.
 - 11.2.3. Direct Political Events

For purposes of Clause, Political Events shall mean one or more of the following acts or events by or on account the Government of India, Government of Odisha or any other

governmental agency:

11.2.3.1. Change in Law, only when the provisions of this Agreement cannot be applied;

11.2.3.2. Expropriation or compulsory acquisition by the Government of India, Government of Odisha or any other governmental agency.

11.3. A Force Majeure event shall not include:

11.3.1. The economic hardship of either Party

11.3.2. Strikes, lockouts at the facilities of the affected Party

11.3.3. Delay due to the non-performance of any of the Concessionaire's contractors.

11.3.4. Unavailability, late delivery, or changes in cost of the Asset, materials, spare parts or consumables for EVCS

11.3.5. Inadequate funding or finances

11.3.6. Non-performance caused due to or connected with the affected Parties.

11.3.7. Negligent or intentional acts, errors or omissions

11.3.8. Failure to comply with the Applicable Law; or breach of, or default under this Agreement.

11.3.9. Covid-19 or lockdown imposed due to that reason.

11.4. Excused Performance

11.4.1. Except as otherwise specifically provided in the Agreement, no Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder before the occurrence of Force Majeure Event), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief shall

11.4.1.1. Notify the other Parties in writing of the existence of the Force Majeure Event within fifteen (15) days of the occurrence of the Force Majeure Event ("Force Majeure Notice"),

11.4.1.2. Discuss with the other Parties any joint actions possible to minimise the loss from such Force Majeure Event

11.4.1.3. Exercise all reasonable efforts necessary to minimise delay caused by such Force Majeure Event,

11.4.1.4. Notify the other Parties in writing of the cessation or termination of said Force Majeure Event immediately and

11.4.1.5. Resume performance of its obligations hereunder as soon as practicable thereafter;

11.4.1.6. Provided, however, the Concessionaire shall not be excused from making any payments and paying any unpaid amounts prior to the Force Majeure Event interruption.

11.5. Termination as a consequence of Force Majeure Event

11.5.1. If a Force Majeure Event shall have occurred that has affected the Concessionaire's ability to provide the EV charging and BSF services, then the Party affected by Force Majeure shall be entitled to terminate the Agreement upon the expiry of sixty (60) days from the date of the Force Majeure Notice.

11.5.2. In the event the Force Majeure Event ceases to exist or has been remedied by the party affected by such Force Majeure Event during the aforesaid sixty (60) day period, then the other party shall not be entitled to terminate this Agreement and the Agreement shall stand revived.

11.5.3. In the event the Force Majeure Event continues to subsist after the expiry of the aforesaid sixty (60) day period, the Agreement shall automatically terminate, and such termination shall take effect from the expiry of the sixty (60) day period, unless otherwise agreed between the parties. Upon such termination for a Force Majeure Event, no Party shall have any liability.

11.5.4. In the event of a delay in Commercial Operation Date (COD) due to:

11.5.4.1. Force Majeure Events affecting the party; or

11.5.4.2. Concessionaire's Event of Default as defined in Article 11

The scheduled COD shall be deferred, for a reasonable period but not less than day- for-day" basis subject to a maximum period of two (2) months from the Scheduled COD as per this Agreement, to permit the Concessionaire through the use of due diligence, to overcome the effects of the Force Majeure events affecting the party, or till the time as allowed by the Authority to rectify the Event of Default by the Concessionaire.

12. Article 12: Events of Default and Termination

12.1. Concessionaire's Event of Default

The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure event or a breach by the Authority of its obligations under this Agreement, shall constitute a Concessionaire's Event of Default

- 12.1.1. Breach of any of the provisions of this Agreement and does not rectify such breach within the Conciliation Period of thirty (30) days of a notice from the Authority in this regard.
- 12.1.2. If the Concessionaire assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project except for getting the finance for execution of the project.
- 12.1.3. Bankruptcy, liquidation or dissolution of the Concessionaire pursuant to Applicable Law, or if any proceeding of insolvency under the Insolvency and Bankruptcy Code, 2015 or any winding up proceeding has been initiated against the Concessionaire under the Companies Act, 2013 or the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008 except for the purpose of a merger, consolidation or reorganisation that does not affect the ability of the resulting entity to perform all its obligations under this Agreement and provided that such resulting entity expressly assumes all such obligations.
- 12.1.4. Blacklisting of the Concessionaire by the Government of Odisha (GoO).
- 12.1.5. Corrupt or Fraudulent practices resorted to by Contractor including misrepresentation of facts.
- 12.1.6. Willful indulgence by the Contractor in supplying sub-standard material irrespective of whether pre-dispatch inspection conducted by DTL or not.
- 12.1.7. Repeated use of delaying tactics in fulfilling contractual obligations willfully.
- 12.1.8. Established litigant nature of the contractor to derive undue benefit.
- 12.1.9. Poor performance in one or more contracts.
- 12.2. Procedure in case of the Concessionaire's Event of Default
 - 12.2.1. Upon the occurrence and continuation of any Concessionaire's Event of Default under Clause 11.1, the Authority shall have the right to deliver to the Concessionaire, a notice stating its intention to terminate this Agreement, which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
 - 12.2.2. Following the issue of a Concessionaire Preliminary Default Notice by the Authority, the Conciliation Period of thirty (30) days or a longer period at the discretion of the Authority, shall apply and it shall be the responsibility of the parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Concessionaire's Event of Default having regard to all the circumstances.

- 12.2.3. During the Conciliation Period, the parties shall continue to perform their respective obligations under this Agreement.
- 12.2.4. After a period of seven (7) days following the expiry of the Conciliation Period unless the parties shall have otherwise agreed to the contrary or the Concessionaire's Event of Default giving rise to the Conciliation Period shall have ceased to exist or shall have been remedied, the Authority may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the Concessionaire.
- 12.2.5. Subject to the terms of this Agreement, upon occurrence of a Concessionaire's Event of Default under this Agreement, the Authority may exercise its rights to substitute the Concessionaire.
- 12.2.6. The Authority may exercise the right of substitution under Clause 11.2.5 by an amendment or novation of this Agreement. The Concessionaire shall cooperate with the Authority to carry out such substitution and shall have the duty and obligation to continue to operate the Project in accordance with this Agreement till such time as the substitution is finalised.

12.3. Post Concession Period

- 12.3.1. The Agreement shall be valid in accordance with Clause 2.1 of this agreement.
- 12.3.2. Upon the end of the Concession Period, the Concessionaire will vacate the site and be allowed to take ownership of the charging infrastructure assets after ensuring No Objection Certificate (NOC) from DISCOM and the Authority.

12.4. Termination

- 12.4.1. By the Authority in case of Concessionaire's Event of Default as per Clause 11.1. In such case the security deposit may also be forfeited without prejudice to the right of the Authority to take any other action to recover any loss suffered due to non-performance of the contract.

13. Article 13: Dispute Resolution & Arbitration

13.1. Governing Law and Jurisdiction

- 13.1.1. This Agreement shall be governed by, interpreted and construed in accordance with the laws of India. The Cuttack High Court, Odisha (India) shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.
- 13.1.2. The Concessionaire shall not be liable for any liability arising out of any past litigation and/or disputes pertaining to the concessional sites allocated to the Concessionaire.

- 13.1.3. The Authority shall not be liable for any direct or indirect losses or liabilities caused by the Concessionaire.

13.2. Arbitration

- 13.2.1. All disputes or differences in respect of which the decision, if any, of the Engineer (representing the Authority) has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided. The arbitration shall be conducted by a sole arbitrator who shall be appointed by Arbitration Center, Cuttack High Court, Odisha in accordance with its rules. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof. The rules of Arbitration Center, Cuttack High Court shall be applicable to such arbitral proceedings. The seat of arbitration shall be Cuttack, India. The arbitration shall be conducted in English language. The arbitrator shall have full powers to review and/or revise, any decision, opinion, direction, certification or valuation of the Authority in accordance with this Agreement, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put up before the Authority, for the purpose of obtaining the said decision. No decision given by the Authority in accordance with the foregoing provision shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid. During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under this Agreement.
- 13.2.2. In the event of any conflict of interpretation in terms and conditions between the Bid Document and the Concession Agreement or in case of any ambiguity, the provisions of this Concession Agreement would prevail.

14. Article 14: Representation & Warranties

Each Party represents and warrants to the other Party that

- 14.1. It has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and, it is duly incorporated, organized and existing under the laws of India;
- 14.2. The execution and delivery by it of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate or other action;

14.3. This Agreement constitutes the legal, valid and binding obligation on it, enforceable against it in accordance with its terms; and

14.4. The execution, delivery and performance of this Agreement by it and the consummation of the transactions contemplated hereby shall not:

- 14.4.1. Violate any provision of its constitutional documents;
- 14.4.2. Require it to obtain any consent or approval of any person pursuant to any instrument, contract or other agreement to which it is a party or by which it is bound, other than any such consent, approval, action or filing that has already been duly obtained or made;
- 14.4.3. Conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound;
- 14.4.4. Violate any order, judgment or decree against, or binding upon it;
- 14.4.5. There is no material action, suit, proceeding, claim, show cause notice, legal notice, arbitration or investigation pending or to the best of knowledge of the Party against it that would impair it in entering into this Agreement;
- 14.4.6. Violate any Applicable Laws.

15. Article 15: Intellectual Property Rights

15.1. In the event of any claim demand being made or action being brought against the Authority for infringement or alleged infringement of patent/ License Agreement in respect of any machine plant, computer hardware/software / works or thing used or supplied by the Concessionaire under this Agreement or in respect of any method used or worked or handed over by the Concessionaire, the Authority shall notify the Authority and Concessionaire immediately any claim made and Concessionaire shall be at liberty if they so desires with the assistance of the Authority, if required but at the Concessionaires' own expenses to conduct all negotiations for settlement of the same or by litigation that may arise there from and provided that no such machine plant/computer hardware / software / works or things shall be used by the Authority for any purpose or in any manner other than that for which they have been supplied by the Concessionaire and specified under this Agreement.

15.2. Neither Party shall use the other Party's brands, names, logos, trademarks, service marks, copyrights, patents, designs, software, trade names, proprietary processes, tools, methodologies, or other IPR without prior written consent. Parties acknowledge that it does not by virtue of this Agreement, obtain or claim

any right, title or interest in or to the respective brands, logos and/or any other IPR or commercial rights of the other Party.

16. Article 16: Change of Law

16.1. In this Article 15 "Change in Law" means the occurrence of any of the following events after the Agreement Signing Date resulting into any additional recurring/ non-recurring expenditure by the Concessionaire or any income to the Concessionaire;

- 16.1.1. the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- 16.1.2. a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- 16.1.3. the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- 16.1.4. a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the Concessionaire

16.2. Relief for Change in Law

- 16.2.1. The aggrieved Party shall be required to approach the Court located in Odisha for seeking approval of Change in Law. The decision of the Court to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the parties.

17. Article 17: Insurance

17.1. The Concessionaire shall, throughout the Concession Period, at its cost and expense, take out and maintain by due re-instatement or otherwise all the necessary insurances upto such maximum sums as may be required under and in accordance with the Applicable Laws and such insurance shall be subject to a floor of two (2) times of the capital investment planned by the Concessionaire.

17.2. The Concessionaire shall submit to the Authority within thirty (30) days of obtaining such insurance cover, proof of all insurance obtained by the Concessionaire in accordance with this Article.

- 17.2.1. The Concessionaire shall furnish to the Authority, copies of certificates of insurance, copies of insurance policies signed by an authorized representative of the insurer and copies of all premium payment receipts in respect of such insurance received from each insurance carrier, and such insurance shall not be cancelled, changed or not renewed until the expiration of at

least forty five (45) days after written notice of such cancellation change of renewal has been received by the Authority. The evidence that the insurances described in this Article have been effected, and

17.2.1.1. Copies of the insurance policies

17.2.1.2. When insurance premium is paid, the Concessionaire shall submit proof of payment to the Authority.

17.2.1.3. The Concessionaire shall comply with the conditions stipulated in each of the insurance policies.

17.2.1.4. If the Concessionaire fails to effect and keep in force any of the insurances required under this Agreement, or fails to provide satisfactory evidence, policies and receipts in accordance with this Article, the same shall be treated as Concessionaire's Event of Default.

17.2.1.5. Nothing in this Article shall limit the obligations, liabilities or responsibilities of the Concessionaire under the other terms of the Agreement or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Concessionaire.

18. Article 18: Miscellaneous

18.1. Information

The Concessionaire acknowledges that the Authority:

18.1.1. Is subject to The Right to Information Act 2005 and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the RTI; and

18.1.2. May be obliged under the RTI Act to disclose information without consulting or obtaining consent from the Concessionaire.

18.2. Indemnity

18.2.1. That Concessionaire hereby indemnifies the Authority for any losses or damages suffered by the Authority due to breach or non-performance of its obligations by the Concessionaire. Further, Concessionaire hereby indemnifies the Authority for any losses or damages suffered by the Authority for any claims being made by the Authority against the third party for the matters which are covered under terms of contract.

18.3. Entire Agreement

- 18.3.1. This Agreement constitutes the entire understanding and agreement between the Parties with regard to the subjects hereof and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

18.4. Severability

- 18.4.1. Should any provision of this Agreement be or become void or illegal or unenforceable in full or in part, the validity or enforceability of the other provisions (including the remainder of the provision which has been held to be partly invalid or illegal) of the Agreement shall not be affected and shall continue in full force and effect. The Parties will, however, use their best endeavours to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

18.5. Confidentiality

- 18.5.1. The terms and conditions of this Agreement, communications between the Parties and any or all information provided by a Party to the other Party and any communications between the Parties shall be kept confidential at all times other than information which subsequently comes into public domain not owing to breach by any Person. The Concessionaire may be entitled to disclose the confidential information in relation to this Agreement only to its prospective investors, lenders, financiers and the same shall not be a breach of this Agreement. Disclosure to parties other than investors, lenders, financiers shall be subject to prior written consent obtained from the Authority.

18.6. Amendment

- 18.6.1. No modification or amendment of this Agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and duly executed by the authorised representatives of all the Parties.

18.7. Publicity

- 18.7.1. Except as may be required under the Applicable Law, the Concessionaire shall not issue any press release or public announcement or otherwise in whatever form disclosing the contents of this Agreement.
- 18.7.2. Nothing in this Agreement shall restrict the Concessionaire from disclosing information under this Agreement--

18.7.2.1. that is already publicly available,

18.7.2.2. that was known to the Concessionaire on a non-confidential basis prior to its disclosure by the Authority,

18.7.2.3. that may be to the extent required to be disclosed in response to any summons or subpoena or in connection with any litigation or to any Governmental authority.

18.8. Agreement in Counterparts

18.8.1. This Agreement may be executed in 2 (Two) or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.

SIGNED AND DELIVERED on behalf of the ----- acting through its Authorized Signatory, Ms./Mr. _____	SIGNED AND DELIVERED on behalf of the -----acting through its Authorized Signatory, Ms./Mr. _____
In presence of witnesses 1. 2.	In presence of witnesses 1. 2.

Annexure I

For AC-001 and DC-001 chargers - as per specifications provided in Order No. 7(8)/2015- AEI (Pt.) (11976) of Ministry of Heavy Industries & Public Enterprises Department of Heavy Industry dated 21st November 2017

Over and above the mandated Moderate/Slow and fast EVCS, the Concessionaire can install any combination of AC or DC chargers which are type tested against IS 17017/IEC 61851 or against relevant DST/BIS standards whenever notified by an agency/laboratory accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL). All EVCS should adhere to all other standards/conditions defined in any other part of this document.

Annexure II

Proforma for Billings to EV user/consumer

Description	%	Unit	Units Consumed	Cost
Energy Charges				
TOD Energy charge or Electricity Tariff	—	Rs./kWh	—	
Surcharge and Tax*				
Energy Units Consumed	—	kWh		—
Charge Payable for Energy Consumption	—	—	—	
Service Charge				
Service Charge**	—	Rs./kWh	—	
Discount by vendor (optional)		to be decided by vendor (eg. subscription based discount)	—	
Service Charge Payable (Service charge - Discount)	—	—	—	
Time Based Penalty (Optional)				
Total time of Charging	—	Minutes		—
Time based penalty	—	Rs./minute beyond 80% SOC		
Total Cost				
Charge Payable for Energy Consumption				
Service Charge Payable				
Time based penalty				
CGST on (Service Charge + Time Based Penalty)	9			
SGST on (Service Charge + Time Based Penalty)	9			

Setting up of Electric Vehicle Charging Stations (EVCS) at various locations in Odisha

Total Cost				
------------	--	--	--	--

Annexure III

Step by step process for setting up of upstream electrical infrastructure of up to 100kW

1. The Concessionaire shall prepare the operationalization plan (including the details on electricity load requirement) for each of the sites and submit the same to the Authority within 15 days of the issuance of the Letter of Allotment. The copy of the plan shall also be provided to the respective DISCOMs by the Concessionaire.
2. The Authority shall verify whether the operationalization plan is in accordance with requirements (i.e. minimum mandated EVCS for each of the sites) as outlined in the Appendix VIII of the RFP.
3. Post verification of the operationalization plan, the Authority shall issue the Operationalization Plan Approval Certificate (OPAC) to the Concessionaire within 15 Working Days from the date of submission of the operationalization plan. The OPAC will be a part of the Concessionaire Agreement.
4. In case of any mismatch in the operationalization plan and requirements as outlined in the Appendix VIII of the Bid Document/Tender Document, the Authority shall seek clarification from the Concessionaire. The Concessionaire shall take necessary action to match the operationalization plan and requirements as outlined in the Appendix VIII of the Bid Document/Tender Document and submit the revised operationalization plan to the Authority.
5. It shall be the responsibility of the Concessionaire to obtain the OPAC before submitting the application(s) for sanctioning the load and electrical connection to the concerned DISCOM.
6. The Concessionaire shall submit the application(s) for sanctioning of the load and electrical connection, along with the OPAC, to the concerned DISCOM within 7 working days from the Effective Date (i.e. date of signing of the Concession Agreement) for all the sites.
7. Upon receipt of the application(s) from the Concessionaire, DISCOM shall undertake the detailed technical assessment for each of the sites and generate the demand note for each of the sites. The Authority shall ensure DISCOMs undertake this activity in a time bound manner as mandated by relevant OERC supply code regulations.
8. The DISCOM shall share a copy of the demand note(s) with the Concessionaire and the Authority.
9. The DISCOM shall also prepare an additional note clearly stating the amount to be paid by the Authority (i.e. costs associated with Service Line Development (SLD), Road Cutting & Restoration (R&R), and Network Augmentation for electrical load up to 100 kW) and the amount to be paid by the Concessionaire (i.e. Security deposit to DISCOM, Security deposit to the Authority (if applicable), and any other charges if applicable).

10. The Concessionaire shall deposit the amount as applicable in Clause 9 and any cost over and above as allowed in Clause 9 in a time bound manner as mandated by relevant OERC supply code regulations.
11. Based on DISCOM's demand note and the additional note with the respective share of the Authority and the Concessionaire for all the sites, the Authority shall consolidate the amount to be paid to each of the DISCOMs and issue a report.
12. The Authority shall send the report and summary of the recommended amount to the Energy Efficiency and Renewable Energy Management (EEREM) - Power Department, Transport Department, and each of the DISCOMs.
13. EEREM, Power Department shall initiate the process for transfer of funds to the DISCOMs.
14. Based on the recommendation letter from the Authority in Clause 12 to EEREM, Power Department, DISCOMs shall initiate the process of augmenting electricity infrastructure (if required) and sanction and installation of the electricity meter.
15. Post electricity meter installation, the Authority shall verify the actual work on each of the sites as proposed in the demand note and submit the final assessment report to (EEREM) - Power Department and the Transport Department.

Annexure - IV

Step by step process for payment of Contracted Revenue Share (CRS) to Authority

1. The Concessionaire shall pay the Authority a monthly Contracted Revenue Share (CRS) Amount at the rate of INR 1.00/kWh (excluding GST) of power consumed through the EV Charging Stations and Battery Swapping Facilities. The Agreement shall be valid until the Contract Termination Date.
2. The Authority shall assign a Nodal Officer for CRS payment-related matters and communicate the contact details with the Concessionaire.
3. The Concessionaire shall appoint a single point contact for CRS payment-related matters and communicate the contact details of the person with the Authority.
4. DISCOM shall install a separate electricity meter (Smart Meter, wherever possible) as per Indian standards for exclusively measuring power consumption by EV chargers at the EV charging station and through which electricity is provided at EV tariff. All other requirements of electricity will be made available at the relevant OERC published tariff through a separate meter.
5. DISCOM shall generate the two electricity bills for each site at the end of the billing cycle every month. The first electricity bill would be for EV tariff connection and the other for non EV tariff connections.
6. DISCOM shall send both the electricity bills to the Concessionaire. A copy of the electricity bill for EV tariff connection will be mailed separately on the day of bill generation to the nodal officer of the Authority
7. The Contracted Revenue Share Amount (CRSA) per month shall be calculated using the formula mentioned below:
 - a) If, the unit of electricity consumed during a billing cycle (based on the bill(s) generated by DISCOM) = “A” kWh and GST applicable = “B” %, then
$$\text{CRSA (in INR)} = A \times 0.5 \times (100\% + B \%)$$
 - b) For Example:

Unit of electricity consumed during a billing cycle: 10,000 kWh
GST applicable: 18%
Calculated CRSA (in INR) = $10,000 \times 0.5 \times 1.18 = 5900$
8. The Nodal Officer assigned by the Authority shall generate the invoice for the payment of the Contracted Revenue Share based on the monthly electricity bill(s) within 3 days of the receipt of the electricity bill and communicate the same to the single point of contact appointed by the Concessionaire.
9. The Concessionaire shall make the payment for the Contracted Revenue Share to the Authority within 5 working days from the date of invoice generated .

10. The Authority can escalate non-payment of dues by the Concessionaire for requisite actions, which include but not limited to the encashment of the performance security submitted by the Concessionaire. The Authority's decision shall be final and obligatory for the Concessionaire.

APPENDIX XII
(Proforma for Billings to EV user/consumer)

Sr. No	Description	%	Unit	Unit Consume	Cost
Energy Charges					
1	TOD Energy charge or Electricity Tariff		Rs./kWh		
2	Surcharge and Tax*				
3	Energy Units Consumed		kWh		
4	Charge Payable for Energy Consumption				
Service Charge					
1	Service charge **		Rs./kWh		
2	Discount by vendor (optional)		to be decided by vendor (eg. subscription based discount)		
3	Service Charge Payable (Service charge - Discount)				
Time Based Penalty (Optional)					
1	Total time of Charging		Minutes		
2	Time based penalty		Rs./minute beyond 80% SOC		
Total Cost					
1	Charge payable for energy consumption				
2	Service charge payable				
3	CGST on (Service Charge + Time Based Penalty)				
4	SGST on (Service Charge + Time Based Penalty)				
Total Cost					

* Includes Power Purchase Cost Adjustment Charge (PPAC), Regulatory Surcharge, Pension Trust Charge, Electricity tax, Rebate (if any)

** Bidding will be on service charge

APPENDIX XIII
Data Standards for Open Database

Field Name	Type	Cardinality	Description
Header			
version	string	One	Version of the dataset.
incrementality	Incrementality	One	
timestamp	uint64	One	This timestamp identifies the moment when the content of this feed has been created (time at the server). In POSJX time (i.e., number of
provider	Provider	One	Publisher/Provider of the dataset
Provider			
id	string	One	Unique identifier of the provider.
Name	string	One	Name of the provider.
Location			
latitude	float	One	
longitude	float	One	
Operating Schedule			
opening	string	One	Opening time
closing	string	One	Closing time.
day of Week	day of Week	Many	Open day of the week.
Charging Unit			
id	string	One	Unique identification number assigned to each charging unit.
type	Charging Unit Type	One	Typology of the specific charging unit
sockets	Socket	Many	Information about the specific EV charging
status	Status Charger	One	Status of operation of the specific charging
Socket			
id	string	One	Unique identifier of charging socket
type	Socket Type	One	Typology of the specific socket.
Feed Message			
header	Header	One	Metadata
stations	Stations	Many	Information about the specific EV charging
Station			
id	string	One	Unique identifier for a charging statio
info	info	One	General information about the specific EV charging station.

vehicle Capacity	vehicle Capacity	Many	Information about the total vehicle capacity by type supported at the specific EV charging
location	location	One	Location of the specific EV charging station.
Operating Schedule	Operating Schedule	One	Operating schedule of the specific EV charging station.
status	Status Station	One	Status of operation of the specific EV charging station.
allowed Vehicle Type	Vehicle Type	Many	Typology of vehicles allowed at the specific EV charging station.
charging Units	Charging Unit	Many	Information about the specific charging unit.
Swapping Units	Swapping Unit	Many	Information about the specific battery swapping unit.
Info			
name	string	One	Name of the specific EV charging station.
address	string	One	Address of the specific EV charging station.
image	string	One	Image of the specific EV charging station (if any).
operator	string	One	Name of the operator of the specific EV charging station.
owner	string	One	Name of the owner of the specific EV charging station.
accepted Mode of Payment	Accepted Mode of Payment	Many	Mode(s) of payment accepted at the specific EV charging station.
Tariff			
base Unit Price	float	One	
Surcharge	float	One	
subsidy	float	One	
unitPrice	float	One	
Vehicle Capacity			
vehicle Type	Vehicle Type	One	Type of the vehicle
count	Unit32	One	Vehicle capacity count
Swapping Unit			
id	string	One	Unique identification number assigned to each swapping unit.
Pods	Pod	Many	Information about the specific EV charging pod at a battery swapping unit.
status	Status	One	Status of operation of the specific battery swapping unit.
Pod			
id	string	One	Unique identification number assigned to each swapping pod.
battery Type	Battery Type	One	Typology of the specific battery supported by the specific swapping unit.

Number	Value	Description
Accepted Mode of Payment		
0	PAYMENT UNKNOWN	
1	PAYMEN BANK CARD	
2	PAYMENT CASH	
3	PAYMENT SMART CARD	
4	PAYMENT COUPONS	
5	PAYMENT UPI	
Incrementality		
0	UNKNOWN	
1	FULL_DATASET	
2	DIFFERENTIAL	
Days of Week		
0	DAY UNKNOWN	
1	DAY SUNDAY	
2	DAY MONDAY	
3	DAY TUESDAY	
4	DAY WEDNESDAY	
5	DAY THURSDAY	
6	DAY FRIDAY	
7	DAY SATURDAY	
Vehicle Type		
0	VEHICLE_TYPE_UNKNOWN	Vehicle type is not know
1	VEHICLE_TYPE_CAR	Vehicle type is car
2	VEHICLE_TYPE_CARAVAN	Vehicle type is a caravan
3	VEHICLE_TYPE_CAR_WITH_CARAVAN	Vehicle type is a car with an attached caravan
4	VEHICLE_TYPE_CAR_WITH_TRAILER	Vehicle type is a car with an attached trailer
5	VEHICLE_TYPE_MOPED	Vehicle type is a moped.
6	VEHICLE_TYPE_MOTORCYCLE	Vehicle type is a motorcycle.
7	VEHICLE_TYPE_MOTORCYCLE_WITH_SIDE CAR	Vehicle type is a motorcycle with an attached sidecar.
8	VEHICLE_TYPE_MOTOR_SCOOTER	Vehicle type is a motor scooter.
9	VEHICLE_TYPE_VAN	Vehicle type is a van.
10	VEHICLE_TYPE_AUTORICKSHAW	Vehicle type is an autorickshaw.
Charging Unit Type		
0	CHARGING_UNIT_SOCKET_TYPE_UNKNOWN	
1	CHARGING_UNIT_TYPE_WIRED	The specific charging unit charges the EVs via
Socket Type		
0	CHARGING_UNIT_SOCKET_TYPE_UNKNOWN	The specific socket is not known specified
1	CHARGING_UNIT_SOCKET_TYPE_BEVC_A C001	
2	CHARGING_UNIT_SOCKET_TYPE_BEVC_D C001	
3	CHARGING_UNIT_SOCKET_TYPE_TYPE2	The specific socket is TYPE2.

4	CHARGING_UNIT_SOCKET_TYPE_TYPE3	
5	CHARGING_UNIT_SOCKET_TYPE_CHADEMO	
6	CHARGING_UNIT_SOCKET_TYPE_CCS_SAE	
7	CHARGING_UNIT_SOCKET_TYPE_CCS1	
8	CHARGING_UNIT_SOCKET_TYPE_CCS2	
9	CHARGING_UNIT_SOCKET_TYPE_TESLA	
10	CHARGING_UNIT_SOCKET_TYPE_J_1772	
11	CHARGING_UNIT_SOCKET_TYPE_WALL_EURO	
12	CHARGING_UNIT_SOCKET_TYPE_CARAVAN_MAINS_SOCKET	
13	CHARGING_UNIT_SOCKET_TYPE_DUAL_J_1772	
14	CHARGING_UNIT_SOCKET_TYPE_DUAL_CHADEMO	
15	CHARGING_UNIT_SOCKET_TYPE_MENNEKES	
16	CHARGING_UNIT_SOCKET_TYPE_DUAL_MENNEKES	
17	CHARGING_UNIT_SOCKET_TYPE_GBT	
18	CHARGING_UNIT_SOCKET_TYPE_OTHER	
Status Station		
0	STATUS_UNKNOWN	The status of operation for the specific EV charging station is unknown.
1	STATUS_IN_OPERATION	The specific EV charging station is operating.
2	STATUS_OUT_OF_SERVICE	The specific EV charging station is not operating thus out of service.
Status Charger		
0	STATUS_UNKNOWN	The status of operation for the specific EV charger is unknown
1	STATUS_IN_OPERATION	The specific EV charger is connected to an EV.
2	STATUS_OUT_OF_SERVICE	The specific EV charger is out of service.
3	STATUS_AVAILABLE	The specific EV charger is available for charging the next EV.
Battery Type		
0	SWAPPING_POD_BATTERY_TYPE_LFP	The specific swapping pod supports Lithium-ion Iron Phosphate (LFP) batteries.
1	SWAPPING_POD_BATTERY_TYPE_NCA	The specific swapping pod supports Lithium-ion Nickel Cobalt Aluminum (NCA) batteries.
2	SWAPPING_POD_BATTERY_TYPE_NCM	The specific swapping pod supports Lithium-ion Nickel Cobalt Manganese (NMC) batteries.
3	SWAPPING_POD_BATTERY_TYPE_LTO	The specific swapping pod supports Lithium-ion Titanium Oxide (LTO) batteries.
4	SWAPPING_POD_BATTERY_TYPE_ZEBRA	The specific swapping pod supports Sodium Nickel Chloride (Zebra) batteries.
5	SWAPPING_POD_BATTERY_TYPE_NIMH	The specific swapping pod supports Nickel-Metal Hydride (NiMH) batteries.