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

TENDER CALL NOTICE

Notice No: **21243/TC** **Date- 27/11/2026**

Sealed tenders are invited for the Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified Locations in Odisha under the PM E-DRIVE Scheme. by the office of Transport Commissioner Odisha for online submission latest by **21/12/2026, 05:00 PM**.

For details, please visit the websites www.odishatransport.gov.in and www.enivida.odisha.gov.in. The RFP will be available on the websites from 27/11/2026.

By the orders of Transport Commissioner, Odisha

Sd/-
Addl. Commissioner Transport (RS),
Bhubaneswar, Odisha

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Date: 2026.11.27 18:04:32 IST

Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified Locations in Odisha under the PM E-DRIVE Scheme

(Tender Reference No.: 21243/TC, Dt. 27.11.2026)

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

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

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

Project Cost: ~ Rs. 40.51 Crore

E.M.D: Rs. 80,00,000 /-(Eighty Lakhs Rupees Only)

Tender Fee (Non-refundable): Rs. 11,800/- {Rs.10,000/- + 18% GST (Rs. 1,800/-)}

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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

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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 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) 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 Earnest Money Deposit (EMD).

(9) 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 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.

(10) STA Odisha reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum/ corrigendum as STA Odisha may deem fit without assigning any reason thereof.

(11) STA Odisha reserves the right to accept or reject any or all Bids without giving any reasons thereof.

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(12) STA Odisha will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid/s to be submitted in terms of this RFP Document.

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DEFINITIONS

(1) "Addendum / Amendment" means any written amendment / addendum /corrigendum to this RFP, from time to time issued by STA, Odisha to the prospective bidders.

(2) "Applicable Laws" means all relevant laws in force in India, including those issued by the Government, State authorities, or other competent bodies, along with related rules, regulations, notifications, and orders, as well as judgments and directions of courts or tribunals in effect from time to time.

(3) "Authority" means the Transport Commissioner, Odisha

(4) "Bank Guarantee" means Guarantee issued by scheduled Indian commercial bank favour of STA, Odisha.

(5) "Bidder" means any sole proprietorship, partnership firm, company registered in India, or a Consortium thereof, submitting a bid pursuant to this RFP, including its successors and permitted assigns.

(6) "Bid" means the proposal submitted by a Bidder pursuant to this RFP, comprising the Technical and Financial components, along with all supporting documents, as required under this RFP.

(7) "Bid Due Date" means Bid Submission end date and time given in the e-bid

(8) "Charging Fee" means the total amount an EV customer pays per kWh, comprising applicable DISCOM electricity tariff, service charge, Land use Charges and applicable taxes and duties.

(9) "Central Management System (CMS)" means a centralized digital platform comprising software, servers, applications, and communication interfaces that enable the remote monitoring, control, operation, and management of Electric Vehicle Public Charging Stations (EVPCS).

(10) "COD" means Commercial Operation Date of the EV PCS is the date on which the public charging station is deemed fully commissioned, tested, and ready for commercial operations, and can deliver services in accordance with the specifications and performance requirements of the Agreement.

(11) "Contract Period" means a period of 10 (Ten) years w.e.f Appointed Date.

(12) "CPO" means "Charge Point Operator"; any individual/ entity who at its own cost and risk, responsible for the survey, design, engineering, financing, procurement, supply, installation, testing, commissioning, operation, maintenance and management of Electric Vehicle Public Charging Stations (EVPCS), including EV Supply Equipment (EVSE), upstream electrical infrastructure, Charging Management System (CMS), communication systems, associated civil and electrical works and all related infrastructure and services.

(13) "DISCOM" means Distribution Company

(14) "E-BG (Electronic Bank Guarantee)" means a digital form of a bank guarantee issued and managed through electronic platforms instead of physical paper documents.

(15) "E-Bid Notice" means a digital tender advertisement published online to invite bids in a secure and transparent manner

(16) Earnest Money Deposit (EMD)" means the refundable interest free amount specified in the RFP, to be submitted by a Bidder along with its Bid, as a security to demonstrate the Bidder's bona fide intention to participate in the bidding process.

(17) "Effective Date" means the date on which this Service Agreement is duly executed and signed by both Parties, from which date the terms and conditions of this Service Agreement shall become legally binding and enforceable.

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(18) “EV” means Electric Vehicle

(19) “EVPCS” means Electric Vehicle Public Charging Station, where any electric vehicle can get its battery recharged, without access restriction.

(20) “EVSE (Electrical Vehicle Supply Equipment)” includes the electrical equipment external to the electric vehicle that provides a connection for an electric vehicle to a power source for charging and is equipped with advanced features like Smart Metering, Cellular Capability and Network Connectivity

(21) “FY” means Financial Year

(22) “Force Majeure” An event or circumstance beyond the reasonable control of the parties, such as natural disasters, war, or government actions, which prevents or delays the performance of contractual obligations without liability.

(23) “GoI” means Government of India

(24) “GoO” means Government of Odisha

(25) “GST” means Goods and Service Tax

(26) “Performance Security” means the interest-free Performance Bank Guarantee (PBG) to be furnished by the Bidder to Transport Commissioner, Odisha, in the form and manner specified in the RFP and/or Service Agreement, as a security for the due and faithful performance of the Bidder’s obligations under the Service Agreement.

(27) “kWh” means Kilowatt-hour

(28) “Late Bid” means bid submitted after the specified deadline.

(29) “Land use Charges” means fees for using allotted Location for Electric Vehicle Public Charging Station

(30) “Location” means a site identified and provided by STA, Odisha for the establishment of an Electric Vehicle Public Charging Station (EVPCS)

(31) “Lock-in Period” refers to a minimum mandatory duration during which the Selected Bidder shall exclusively undertake and be responsible for the operation and management of the EV Public Charging Station (EV PCS)

(32) “LOA” means Letter of Award, the written letter issued by STA, Odisha to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of Contract.

(33) “Lowest Bidder” means the Bidder, who quotes the Lowest Service Charge.

(34) “MAAT” means Minimum Average Annual Turnover

(35) “MCLR” means Marginal Cost of Funds based Lending Rate, which is the minimum interest rate at which banks in India can lend to borrowers.

(36) “MHI” means Ministry of Heavy Industries

(37) “MoP” means Ministry of Power

(38) “MoU” means Memorandum of Understanding

(39) “OEM” means Original Equipment Manufacturer

(40) “Party” means Bidder or STA, Odisha (together they are called “Parties”)

(41) “Permits” shall mean and include all applicable statutory, environmental or regulatory Contracts, authorization, permits, consents, approvals, registrations and franchises from concerned authorities

(42) “PM E-DRIVE” means PM Electric Drive Revolution in Innovative Vehicle Enhancement Scheme of Ministry of Heavy Industries, Govt of India.

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(43) “Pre-Bid Meeting” means A meeting held prior to the bid submission deadline under an RFP, wherein the procuring entity clarifies provisions of the bid document, addresses queries from prospective bidders, and may issue corrigendum or amendments, which shall form an integral part of the RFP.

(44) “Project” shall mean and include the end-to-end development, financing, installation, commissioning, operation, maintenance, and management of EV Public Charging Stations, together with all associated infrastructure, equipment, systems, software, grid connectivity, civil and electrical works etc, at the Locations allocated to the CPO under this RFP, during the contract period.

(45) “RFP” means Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified Locations in Odisha under the PM E-DRIVE Scheme.

(46) “Re. or Rs. or INR” means Indian Rupee

(47) “Selected Bidder” means the bidder who has been selected by STA, Odisha, pursuant to the bidding process for award of Contract.

(48) “Service Charge” means a CPO levied charge per kWh for operating, maintaining, and managing the charging station.

(49) “Service Agreement” means the Agreement to be executed between STA, Odisha and the Selected Bidder.

(50) “STA” means State Transport Authority, Odisha or the Transport Commissioner, Odisha

(51) “State Nodal Agency (SNA)” means the State Transport Authority (STA), Odisha, nominated by the Government of Odisha for implementation of the PM E-DRIVE Scheme in the State

(52) “Uptime” refers to the total period during which an EV charger is fully operational, functional, connected to the network, and available for use by consumers during the defined measurement period.

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

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BID DATA SHEET

SL. No.	Parameters	Details
1.	Project Title	**Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified Locations in Odisha under the PM E-DRIVE Scheme.**
2.	Contract Period	10 years
3.	RFB issuing Authority	The Transport Commissioner, Odisha or State Transport Authority of Odisha, Kataka
4.	Method of selection	Quality and Cost Based Selection (QCBS)
5.	Date of Uploading of RFB/RFP	27/11/2026
6.	Project Sites	List of locations in Odisha as provided in **Annexure-A**.
7.	Availability of RFP documents	RFP is available and downloadable on **http://odishatransport.gov.in/ and https://enivida.odisha.gov.in/** All Subsequent changes to the Bidding document shall be published on the above-mentioned website.
8.	Minimum Development Obligations (MDOs)	The Minimum Development Obligations include Supply, Installation, Commissioning, operation and maintenance of the Project Assets till the end of the Contract Period as per the terms of the Concession Agreement (hereinafter defined)
9.	Completion Period	EVPCS Within 180 days of the date of the site handover. **For Battery Swapping Facility:** Within 180 days of the date of the handover.
10.	Earnest Money Deposit (EMD)	**Rs: 80,00,000/- (Rupees Eighty Lakh Rupees 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 Kataka, issued by any Nationalized bank or Scheduled Commercial Bank in India. (The e-Nivida Portal is showing an option of paying this fee in BG form. Bidder shall select this option and enter DD details instead of BG details and submit the DD in Original along with the original Hard copy of technical bid.)
11.	Bid Validity Period	90 days
12.	Bid language	English
13.	Bid Currency	Indian Rupees / INR
14.	Tender Fees	**Rs.11,800/- (Incl. GST@18%). Tender Fee** shall be non-refundable, shall be submitted by the bidder in form of Demand Draft issued by any Nationalized drawn in favor of Transport Commissioner, Odisha payable at Kataka.

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SL. No.	Parameters	Details
		The tender fee shall be submitted by all the participants in this tender. (The e-Nivida Portal is showing an option of paying this fee in BG form. Bidder shall select this option and enter DD details instead of BG details and submit the DD in Original along with the original Hard copy of technical bid.)
15.	Submission of proposal	Online submission through **https://enivida.odisha.gov.in/** portal only
16.	Bidding Parameter	Preferred Bidder who achieves the highest score (H1), as determined using the Quality and Cost Based Selection (QCBS). The QCBS formula shall give 60% weightage to Technical and 40% to the Financial Proposal.
17.	Pre-bid Queries	Any queries related to this RFP should be submitted to **addl.comm.tech@gmail.com** by email on or before **05/12/2026 at 04:30 P.M** in the prescribed format only. Any queries beyond the stipulated time & format as prescribed in the RFP shall not be considered.
18.	Pre-bid Meeting	**07/12/2026 at 03:30 P.M.** (The Pre-bid Meeting shall be conducted in hybrid mode. The virtual conferencing (VC) link will be shared with prospective bidders who have submitted queries related to this RFP) Venue: Conference Hall, Office of the Transport Commissioner 7th Floor, Rajaswa Bhawan, P.O- Chandini Chowk, Kataka, Pin: 753002 Odisha.
19.	Last Date and time (deadline) for receipt of proposals in response to RFP notice (Online)	**21/12/2026 by 05.00 P.M.** Online on the Tender Portal (https://enivida.odisha.gov.in)
20.	Last Date of Physical submission of Technical Bid Documents	**22/12/ 2026 by 02.00 P.M.** At Office of the Transport Commissioner, 6th Floor, Rajaswa Bhawan, Chandini Chowk, Kataka, Odisha 753002 (No physical financial bid shall be submitted to the department only technical bid shall be submitted by the bidders)
21.	Date, time, and venue of opening of Technical Proposals received in response to the RFP notice	**22/12/ 2026 at 04:30 P.M.** Conference Hall Office of the Transport Commissioner 7th Floor, Rajaswa Bhawan, P.O- Chandini Chowk, Kataka, Pin: 753002 Odisha.0671-2507042,
22.	Place, time, and date of opening of Financial Proposals received	Office of the Transport Commissioner, Odisha will inform qualified bidders in due course.

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SL. No.	Parameters	Details
	in response to the RFP notice	

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1. SECTION 1: GENERAL INFORMATION

The State Transport Authority (STA), Odisha, intends to promote the adoption of Electric Vehicles (EVs) and support the development of a comprehensive public charging infrastructure network across the State. In line with the PM E-DRIVE Scheme of the Ministry of Heavy Industries, Government of India, and the State's vision for sustainable transportation, STA proposes to facilitate the establishment, operation, and maintenance of Electric Vehicle Public Charging Stations (EVPCS) at identified locations across Odisha. The initiative seeks to create an accessible and reliable charging ecosystem, accelerate EV adoption, reduce greenhouse gas emissions and dependence on fossil fuels, and enable the transition towards clean, efficient, and sustainable mobility. The proposed charging infrastructure will play a vital role in improving public confidence in EV usage and supporting the State's long-term environmental and transportation objectives.

1.1. Background

The Government of Odisha has notified the Odisha Electric Vehicle Policy, 2021 with the objective of accelerating the adoption of Electric Vehicles (EVs) and fostering the development of a robust EV ecosystem in the State. The availability of adequate and reliable charging infrastructure is a critical enabler for achieving these objectives and promoting wider adoption of EVs.

The Ministry of Heavy Industries (MHI), Government of India, has launched the PM Electric Drive Revolution in Innovative Vehicle Enhancement (PM E-DRIVE) Scheme with an overall outlay of ₹10,900 crore, including ₹2,000 crore earmarked for the establishment of Electric Vehicle Public Charging Stations (EVPCS) across the country. The Scheme aims to support the creation of accessible public charging infrastructure in cities and along highways through State Governments, Union Territories, Central Ministries, CPSEs, and their designated nodal agencies.

In furtherance of the above objectives and in alignment with the PM E-DRIVE Scheme, the State Transport Authority (STA), Odisha, proposes to facilitate the establishment of Electric Vehicle Public Charging Stations (EVPCS) at identified locations across the State to ensure convenient access to charging facilities for EV users and support the growth of electric mobility. STA, Odisha shall provide land/space at suitable locations for the establishment of EVPCS, the details of which are provided in **Annexure-A**.

The State Transport Authority (STA), Odisha has been nominated by the Government of Odisha as the State Nodal Agency (SNA) for implementation of the Electric Vehicle Public Charging Station (EVPCS) programme under the PM E-DRIVE Scheme. As the designated SNA, STA, Odisha shall be responsible for demand aggregation, identification and prioritization of charging locations, coordination with Government Departments, Urban Local Bodies, Utilities, Public Sector Undertakings and other stakeholders, selection of Agency through a transparent process, monitoring of project execution, and ensuring compliance with the provisions, guidelines, and reporting requirements prescribed under the PM E-DRIVE Scheme by the Ministry of Heavy Industries, Government of India.

Accordingly, STA, Odisha invites bids from eligible and interested bidders through this Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified

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Locations in Odisha under the PM E-DRIVE Scheme., in accordance with the terms, conditions, and requirements set forth in this RFP Document.

1.2. Government of Odisha Initiatives

(1) The Government of Odisha, through the Odisha Electric Vehicle Policy 2021, is committed to accelerating the adoption of electric mobility and developing a robust EV charging ecosystem across the State. The Policy provides a comprehensive framework comprising fiscal and non-fiscal incentives to encourage investment in electric vehicles, charging infrastructure, manufacturing, and allied services, with the objective of reducing vehicular emissions, promoting sustainable transportation, and supporting economic growth.

(2) To facilitate the establishment of an accessible, reliable, and interoperable public charging network, the State Transport Authority (STA), Odisha invites bids for the design, supply, installation, testing, commissioning, operation, and maintenance of Public Electric Vehicle Charging Stations (EVPCS) at the identified & approved locations across the State under the PM E-DRIVE Scheme and other applicable Government initiatives.

(3) The selected bidder shall establish and operate the charging stations in accordance with the provisions of the PM EDRIVE Scheme 2024 and any amendments made thereunder and , the Ministry of Power Guidelines and Standards for EV Charging Infrastructure, and other applicable regulations issued by the Government of India and the Government of Odisha. The identified sites shall be provided by STA, Odisha on an “as is where is” basis, while the selected bidder shall be responsible for the installation, operation, maintenance, and efficient management of the charging infrastructure during the contract period.

1.3. Subsidy / Financial assistance Proposed Under PM E-DRIVE Scheme

(1) Financial assistance for the establishment of Public Electric Vehicle Charging Stations (EVPCS) shall be provided in accordance with the provisions of the PM E-Drive Scheme, as amended from time to time by the Government of India. The scheme provides financial support for the deployment of EV Public Charging Stations and, where applicable, Battery Swapping Stations (BSS)/Battery Charging Stations (BCS).

(2) Financial assistance shall primarily cover the cost of Electric Vehicle Supply Equipment (EVSE) and the associated upstream electrical infrastructure, subject to the eligibility criteria and funding norms prescribed under the PM E-Drive Scheme. The subsidy shall be calculated as a percentage of the benchmark cost notified by the Bureau of Energy Efficiency (BEE), Ministry of Power (MoP), Ministry of Heavy Industries (MHI), or the actual project cost, whichever is lower. Goods and Services Tax (GST), refundable deposits, statutory charges, and any other non-eligible components shall not be considered for financial assistance.

(3) Subject to the availability of funds and approval by the Ministry of Heavy Industries (MHI), financial assistance may be provided up to the permissible limit under the PM E-Drive Scheme, including support for upstream electrical infrastructure. The categories of EV charging stations eligible for financial assistance and the corresponding subsidy shall be as notified under the PM E-Drive Scheme and applicable Government of India guidelines from time to time.

The scheme will support the following categories of EV Charging Stations along with proposed subsidies as detailed in Table below:

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1.3.1 Categorisation of Locations for EV PCS and BSS:

(As per PM E-DRIVE Operational Guidelines)

Category	Locations	% Subsidy / Infrastructure Deployment
A	State / Central Govt. Premises - Govt. offices, Govt. residential complexes, Govt. hospitals, Govt. educational institutes, CPSEs or any other govt. establishments.(said chargers to be available to any private individual for charging their EVs without any restrictions, i.e. free public access)	100% on Upstream Infrastructure and 100% on EVSE
B	Locations in cities and along highways which are owned / controlled / managed by State / Central Govt. or their public sector undertakings e.g. Railway stations, airports (operated & maintained by Airports Authority of India), retail outlets of public sector OMCs, bus stations operated by STUs, metro stations, municipal parking lots, public sector ports and NHAI / State Govt. controlled / managed toll plazas & way-side amenities on highways / expressways.	80% on Upstream Infrastructure and 70% on EVSE
C	All other locations not included in Categories A & B, e.g. Cities - Streets, shopping malls, market complexes etc.; Highways / Expressways.	80% on Upstream Infrastructure
D	Battery Swapping Stations (BSS) / Battery Charging Stations (BCS) deployed at any location.	80% on Upstream Infrastructure

The above categorisation and subsidy support structure are based on the Operational Guidelines for Deployment of EV Public Charging Stations (EV PCS) under the PM E-DRIVE Scheme issued by the Ministry of Heavy Industries, Government of India, and any amendments issued thereto from time to time shall be applicable.

1.3.2 Charging Standards

To be eligible under the PM E-DRIVE Scheme, charging infrastructure must comply with prescribed under the PM E-DRIVE Scheme and Ministry of Power (MoP) guidelines issued vide No. 12/2/2018-EV (Comp No. 241852) dated 17th September 2024 on the subject "Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024" or as amended from time to time.

The charging standards applicable under PM E-DRIVE scheme are as follows:

Vehicle Segment	Charging Connector Standard	Charger Capacity
e-2W and e-3W	Light EV DC (IS 17017-2-6)	Up to 12 kW
e-2W and e-3W	Light EV AC/DC Combo (IS 17017-2-7)	Up to 12 kW
e-4W, e-Buses and e-Trucks	CCS-II (IS 17017-2-3)	DC 50 kW to 250 kW*
e-Buses and e-Trucks	CCS-II (IS 17017-2-3)	DC High Power 250 kW* to 500 kW

* For e-Buses and e-Trucks, each charging gun shall be of minimum 120 kW rating to facilitate fast charging.

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1.4. Revenue Reporting and Payment Terms

(1) The Selected Bidder shall maintain complete and accurate records of all charging transactions through the Charging Management System (CMS) and shall ensure real-time sharing of operational and transaction data with State Transport Authority (STA), Odisha through OCPI/API or any other protocol prescribed by the Authority.

(2) The Selected Bidder shall submit monthly revenue and energy transaction reports, including charger-wise energy dispensed (kWh), charging sessions, revenue collected, uptime, downtime and other information as prescribed by STA, Odisha.

(3) The Selected Bidder shall pay the applicable Land Usage Charges (Rs. 1.00 per kWh) as specified in the Agreement, based on the total energy dispensed (kWh) or such other methodology prescribed in this RFP.

(4) All payments due to STA, Odisha shall be made within the timelines specified in the Agreement. Any delay in payment shall attract interest at the rate of 12% per annum or such other rate as may be specified in the Agreement.

(5) The Authority reserves the right to verify the reported energy consumption and revenue through the CMS, smart meters, inspection, audit or any other approved mechanism. Any discrepancy, suppression of data or misreporting shall attract penalties and other actions as provided in the Agreement.

1.5. Bidder Liability and Indemnification

(1) The Selected Bidder shall be solely responsible for the design, supply, installation, testing, commissioning, operation and maintenance of the EV Public Charging Stations (EVPCS) and shall bear all risks, liabilities, losses, damages, claims, costs and expenses arising out of or in connection with the execution of the Project.

(2) The Selected Bidder shall be liable for any loss, damage, injury, death, accident, negligence, statutory non-compliance, breach of contract, or damage to Government or third-party property caused by its acts, omissions, employees, contractors, subcontractors or agents during the Contract Period.

(3) The Selected Bidder shall indemnify, defend and hold harmless the State Transport Authority (STA), Odisha, the Government of Odisha, the concerned Land Owning Agency, and their officers, employees and representatives against all claims, demands, actions, proceedings, liabilities, damages, losses, penalties, costs and expenses arising out of or relating to the implementation, operation or maintenance of the Project, including any third-party claims or infringement of intellectual property rights.

(4) Except to the extent arising from the negligence or wilful default of the Authority, STA, Odisha and the concerned Land-Owning Agency shall not be liable for any civil, criminal, contractual or statutory claims arising out of the execution, operation or maintenance of the Project.

(5) The obligations of indemnification under this Clause shall survive the expiry or termination of the Agreement to the extent of any claims arising during the Contract Period.

1.6. Risk and Cost

(1) If the Selected Bidder fails to supply, install, test, commission, operate or maintain the EV Public

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Charging Stations (EVPCS), or fails to perform any of its obligations within the timelines and conditions specified in this RFP, the Agreement or the PM E-Drive Scheme Guidelines, State Transport Authority (STA), Odisha shall have the right to complete the remaining work through any other agency at the sole risk and cost of the Selected Bidder.

(2) Any additional expenditure incurred by STA, Odisha, including costs towards procurement, installation, commissioning, operation, administration, escalation, penalties or any consequential losses, shall be recoverable from the Selected Bidder through adjustment against the Performance Security, pending payments or any other amounts due to the Selected Bidder under this or any other contract with the Government.

(3) The Selected Bidder shall also be liable for any loss of subsidy, grant, incentive or financial assistance under the PM E-Drive Scheme resulting from delay, default or non-compliance attributable to the Selected Bidder.

(4) Invocation of the Risk and Cost clause shall be without prejudice to the Authority's other rights and remedies, including levy of liquidated damages, forfeiture of Performance Security, termination of the Agreement, debarment and any other action permissible under applicable laws and Government procurement rules.

(5) The decision of STA, Odisha, regarding the determination and recovery of additional expenditure incurred under this Clause shall be final and binding on the Selected Bidder.

1.7. Land Use

(1) The Selected Bidder shall utilize the site(s) allotted by State Transport Authority (STA), Odisha or the concerned Land-Owning Agency as the case may be exclusively for the establishment, operation and maintenance of the EV Public Charging Station (EVPCS) and associated infrastructure as approved under this RFP and the Agreement.

(2) The Selected Bidder shall not use the allotted land for any purpose other than those expressly permitted under the Agreement, nor sublet, assign, encroach upon or create any third-party rights over the site without the prior written approval of STA, Odisha.

(3) The Selected Bidder shall maintain the allotted site in a clean, safe and orderly condition throughout the Contract Period and shall comply with all applicable statutory requirements, environmental regulations and directions issued by the Authority.

(4) Upon expiry or termination of the Agreement, the Selected Bidder shall hand over the site to STA, Odisha or the concerned Land-Owning Agency in accordance with the terms of the Agreement, free from encumbrance, unless otherwise provided therein.

1.8. Safety Provisions for Electric Vehicle Public Charging Stations

1.8.1 General Safety Requirements

The Selected Bidder shall ensure that the design, engineering, procurement, installation, testing, commissioning, operation and maintenance of all EV Public Charging Stations (EVPCS) are carried out in accordance with the provisions of the Electricity Act, 2003, Central Electricity Authority (CEA) Regulations, Ministry of Power Guidelines, PM E-Drive Scheme Operational Guidelines, National Building Code (NBC), Bureau of Indian Standards (BIS), applicable Indian Standards (IS Codes), IEC Standards, OERC Regulations, and all other applicable Acts, Rules, Regulations, Codes and Guidelines issued by the Government of India, Government of Odisha or any competent authority from time to

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time.

1.8.2 Electrical Safety

The Selected Bidder shall provide all necessary electrical protection systems, including but not limited to:

a) Over-current, short-circuit and overload protection.

b) Earth leakage protection using suitable Residual Current Devices (RCD/RCCB/RCBO).

c) Surge Protection Devices (SPD) on AC and DC circuits.

d) Lightning Protection System conforming to IS/IEC 62305.

e) Proper earthing and earth continuity monitoring.

f) Over-voltage and under-voltage protection.

g) Reverse power flow protection.

h) Emergency isolation and emergency shut-down mechanism.

i) Protection against accidental contact with live parts.

j) Safe locking mechanism for DC charging connectors.

k) Automatic isolation in case of equipment malfunction.

l) Safe cable management and protection against mechanical damage.

1.8.3 Earthing Requirements

The Selected Bidder shall ensure that:

a) Each EVPCS is provided with an independent earthing system in accordance with IS 732, CEA Regulations and other applicable standards.

b) Earth resistance values remain within permissible limits.

c) Earth continuity monitoring is available and capable of disconnecting the supply in case of earth failure.

d) Metallic structures, charger enclosures, canopies, switchboards and exposed conductive parts are effectively bonded to the earthing system.

e) Earthing shall be periodically tested throughout the Contract Period.

1.8.4 Fire and Emergency Safety

The Selected Bidder shall provide adequate fire protection measures, including:

a) Portable fire extinguishers of suitable rating.

b) Fire detection and alarm systems wherever applicable.

c) Emergency shutdown switches.

d) Emergency evacuation signage.

e) Safety instructions displayed prominently.

f) Flame-retardant and fire-resistant materials wherever applicable.

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g) Compliance with the requirements of the State Fire Services Department.

h) Emergency response and incident management procedures.

1.8.5 Civil and Structural Safety

The Selected Bidder shall ensure:

a) Adequate structural stability of foundations, charger pedestals, canopies and signages.

b) Safe pedestrian and vehicle movement.

c) Anti-skid pavement.

d) Proper drainage to avoid waterlogging.

e) Wheel stoppers and protective bollards.

f) Adequate illumination during night.

g) Accessibility for persons with disabilities as per applicable guidelines.

1.8.6 Equipment Safety

All EV chargers and associated equipment shall:

a) Possess valid BIS certification and type approval wherever applicable.

b) Comply with applicable IEC 61851 series, IEC 62196, IEC 60529 and other notified standards.

c) Have minimum ingress protection suitable for outdoor installation (IP54 or higher or as specified by OEM).

d) Be capable of remote diagnostics and fault monitoring.

e) Incorporate automatic fault detection and protection features.

1.8.7 Testing and Commissioning

Prior to commissioning, the Selected Bidder shall carry out all mandatory inspections and tests, including but not limited to:

a) Insulation resistance testing.

b) Earth resistance testing.

c) Earth continuity testing.

d) Functional testing of chargers.

e) Protection relay testing.

f) Communication testing.

g) Charging performance verification.

h) Safety interlock testing.

i) Emergency shutdown testing.

j) Lightning protection verification.

Commissioning shall be undertaken only after satisfactory completion of all prescribed tests and statutory inspections.

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1.8.8 Inspection and Periodic Assessment

The Selected Bidder shall:

a) Facilitate inspection by the Electrical Inspector or any competent authority, wherever required.

b) Conduct periodic preventive maintenance and annual safety inspections.

c) Immediately rectify any deficiencies observed during inspections.

d) Permit STA, Odisha or its authorised representatives to inspect the EVPCS at any time during the Contract Period.

1.8.9 Record Maintenance

The Selected Bidder shall maintain comprehensive records relating to:

a) Design and engineering documents.

b) Test certificates.

c) Commissioning reports.

d) Preventive and corrective maintenance.

e) Calibration records.

f) Safety inspections.

g) Incident and accident reports.

h) Statutory approvals.

All such records shall be retained for a minimum period of seven (7) years or such longer period as required under applicable law and shall be made available to State Transport Authority (STA), Odisha whenever required.

1.8.10 International Standard for EV public charging stations

a) The safety provisions of all Alternating Current charging stations shall be in accordance with IEC 61851-1, IEC 61851-21 and IEC 61851-22.

b) The safety provisions of all Direct Current charging stations shall be in accordance with IEC 61851-1, IEC 61851-21, IEC 61851-23 and IEC 61851-24.

c) Where the connection point is installed outdoors, or in a damp location, the equipment shall have a degree of protection of at least IPX4 (Ingress Protection Code) in accordance with IEC 60529.

1.8.11 Compliance with Revised Standards

If any applicable Act, Rule, Regulation, Code, Standard or Government Guideline is amended during the Contract Period, the Selected Bidder shall implement such modifications necessary to ensure continued compliance at its own cost without any additional financial liability to STA, Odisha

1.9. Benchmark Cost of EV Supply Equipment (EVSE)

The benchmark cost of Electric Vehicle Supply Equipment (EVSE) shall be as notified by the Ministry of Heavy Industries (MHI), Government of India, under the PM E-Drive Scheme, and as amended from time to time. The benchmark cost shall be considered for determining the admissible financial assistance under the Scheme. EVSE includes the EV charger along with charging guns, communication modules,

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protection systems and associated equipment required for safe and reliable charging.

The benchmark costs applicable at the time of issuance of this RFP are provided below:

Connector Type	Rate Capacity	Benchmark Cost (Rs. Lakh) (Inclusive of GST)
LEVDC / AC-DC Combo	12 kW	1.60
CCS - II	60 kW	3.40
CCS - II	120 kW	5.00
CCS - II	240 kW	8.00
CCS - II	360 kW	13.50

Note:

The above benchmark costs are indicative and shall be governed by the latest notification issued by the Ministry of Heavy Industries (MHI). In case of any revision, the latest benchmark cost shall prevail.

1.10. Financial Assistance for Upstream Electrical Infrastructure

Financial assistance towards Upstream Electrical Infrastructure shall be provided under the PM E-Drive Scheme based on the actual demand note issued by the concerned Distribution Licensee (TPCODL, TPNODL, TPSODL or TPWODL) or any other electricity distribution utility notified by the Government of Odisha.

The upstream electrical infrastructure may include, but is not limited to:

- Distribution Transformer (DT), where required;
- HT/LT electrical lines and cabling;
- Metering equipment;
- RMU, AC Distribution Boards and Control Panels;
- Circuit Breakers, Isolators and Protection Equipment;
- Earthing and Lightning Protection System;
- Mounting structures, foundations and civil works;
- Fencing, safety barriers and other associated electrical infrastructure required for energization of the charging station.

Financial assistance shall be limited to the extent prescribed under the PM E-Drive Scheme and shall be subject to approval by the Ministry of Heavy Industries, Government of India.

1.11. Disbursement of Subsidy/Financial Assistance

The subsidy available under the PM E-DRIVE Scheme shall be claimed by and released to the State Nodal Agency in accordance with the Operational Guidelines issued by the Ministry of Heavy Industries. The Selected Bidder/CPO shall provide all documents, certifications, PMP compliance certificates, commissioning records, utilization details, and other information required by the SNA for claiming subsidy. Release of any subsidy-linked payment to the CPO shall be subject to receipt of funds from MHI and compliance with the provisions of the PM E-DRIVE Scheme.

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1.11.1 Disbursement of First Tranche (70%)

The first tranche, equivalent to 70% of the eligible financial assistance, shall be released upon submission and verification of the following:

(1) Proof of payment of demand note issued by the concerned DISCOM for upstream electrical infrastructure.

(2) Documentary evidence confirming that the procured EV chargers comply with the Phased Manufacturing Programme (PMP) guidelines issued by the Government of India.

(3) Certificate confirming that the EV chargers conform to the latest Ministry of Power (MoP) charging standards.

Note: It is clarified that the release of eligible financial assistance shall be strictly as per the procedure and milestones prescribed under PM E-DRIVE Guidelines issued by Ministry of Heavy Industries, Govt. of India. For operational convenience, submission and verification of documents may be accepted in batches. However, no claim for release of first tranche shall be entertained for individual sites or for a batch of less than 25% of the total awarded locations (i.e., minimum 42 sites in a batch).

1.11.2 Disbursement of Second (Final) Tranche (30%)

Following commissioning and energization, upon submission of an undertaking for the release of the **second (final) tranche (30% of the subsidy),** certifying the following:

(i) Installed EV PCS have been successfully commissioned and energized.

(ii) Procured EV chargers are compliant with PMP guidelines.

(iii) Installed EV chargers have been onboarded on the "National Unified Hub" being developed by MHI.

1.12. Maximum Charging Fee payable by end user

Maximum Charging Fee payable by end user:

i. The maximum Charging Fee payable by end users shall comprise the following components:
   a) Prevailing electricity tariff of the DISCOM of Odisha
   b) Land use Charges of **INR 1 per kWh,** payable to Government of, Odisha
   c) The Service Charge quoted by the Bidder.

ii. GST and any other applicable statutory taxes shall be charged separately over and above the Maximum Charging Fee mentioned herein above.

iii. The Bidder shall be free to charge lower rates by offering discounts on the maximum charging fee, without any limit, including variations in charges on an intra-day basis for EV charging.

iv. In the event that Govt. of Odisha notifies a Time of Day (ToD) tariff in the future, the maximum charging fee applicable to the Bidder shall be adjusted accordingly.

1.13. Locations

a) The Locations shall be identified and provided by STA Odisha
b) The list of proposed Locations is provided in **Annexure-A** for Categories A, B & C.

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c) A city-wise summary of the proposed Locations/Clusters is provided below:

d) STA Odisha may substitute Location(s), subject to MHI approval, if the originally proposed Location(s) are unavailable

Sl. No	City	Locations under Category A	Locations under Category B	Locations under Category C	Locations under Category D (BSS)	Total
1	Anugola	1	10	0	0	11
2	Baleshwar	1	14	3	0	18
3	Bhubaneshwar	7	35	16	2	60
4	Kataka	5	24	10	2	41
5	Kalinganagar (Jajpur)	1	9	0	0	10
6	Puri	3	22	5	0	30
Total	**Grand Total**	**18**	**114**	**34**	**4**	**170**

1.14. Communication

All communications regarding this RFP should be addressed to:

The Transport Commissioner, Odisha
State Transport Authority,
6th Floor, Rajaswa Bhawan, Chandini Chowk, Kataka
Pin- 753002
Email: addl.comm.tech@gmail.com

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2. SECTION 2: TERMS OF REFERENCE

2.1. Contract Period

a) The Contract shall remain valid for a period of ten (10) years ("Contract Period") from the Appointed Date.

b) The Appointed Date shall mean, the date on which the State Transport Authority (STA), Odisha or land-owning departments as the case may be handover seventy-five percent (75%) of the total identified project locations under this bid to the Selected Bidder for implementation of the Project. The Contract Period for all locations covered under the Project shall commence from the Appointed Date.

2.2. Lock-in Period

a) The Selected Bidder shall ensure that no transfer, whether direct or indirect, of the legal or beneficial ownership of shares resulting in the aggregate shareholding of the Promoters falling below fifty-one percent (51%) of the total paid-up equity shall be permitted during the three (3) years from the Appointed Date. This restriction shall not apply to listed companies.

b) In case of a Consortium, the Lead Member shall continue to maintain minimum 51% participation throughout the Contract Period and the Consortium structure shall not be altered in a manner resulting in non-compliance with eligibility requirements.

The following shall not constitute a change in ownership:

i. Infusion of additional equity by existing promoters/shareholders.

ii. Conversion of existing convertible securities into equity.

iii. Transfer arising due to death, succession, marriage, divorce, insolvency or operation of law.

iv. Transfer of shares within the Promoter Group.

v. Transfer of shares to IEPF or any statutory authority.

vi. Issue of bonus shares.

c) Upon completion of the Lock-in Period, restructuring of shareholding, induction of new shareholders, transfer of ownership or reconstitution of consortium may be permitted with the prior written approval of STA, Odisha, subject to:

i. Continued compliance with all eligibility, qualification and technical requirements prescribed under this RFP.

ii. All obligations, liabilities and commitments under the Concession Agreement remaining binding upon the revised entity/consortium.

iii. Such restructuring not adversely affecting the implementation, operation, maintenance or performance obligations under the Project.

2.3. Zero Date

a) The Zero Date shall mean the date of execution of the Concession Agreement between STA, Odisha and the Selected Bidder.

b) The Zero Date shall enable the Selected Bidder to undertake preparatory activities including site survey, design, statutory approvals, utility coordination and mobilization. The Zero Date shall

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not be construed as the Appointed Date or commencement of the Contract Period.

2.4. Handover of Sites

i. STA, Odisha shall hand over the identified project sites within the timeline specified in the Letter of Award.

ii. Financial assistance/subsidy applicable to the substituted location shall be governed by the prevailing guidelines issued by the Ministry of Heavy Industries (MHI), Government of India.

2.5. Non-Availability or De-scoping of Locations

If any identified project site cannot be handed over within one (1) year from the date of issuance of the Letter of Award due to reasons beyond the control of STA, Odisha or the land-owning departments as the case may be such location may be substituted or de-scoped from the Project and the provision mentioned under Clause 2.1 (b) for determination of appointed date shall be calculated accordingly.

The Selected Bidder shall not be entitled to any compensation, damages, claims or extension of the Contract Period on account of such de-scoping.

2.6. Continuity of Contract

Any de-scoping, substitution or cancellation of individual project locations shall not affect the validity, enforceability or continuation of the Concession Agreement in respect of the remaining locations allotted to the Selected Bidder.

2.7. Extension of Contract Period

The Contract Period shall ordinarily remain **ten (10) years** from the Appointed Date. Any further extension not exceeding 5 years beyond the Contract Period may be considered only by STA, Odisha, subject to satisfactory performance of the successful bidder, continued public interest, and the prevailing provisions of the PM E-Drive Scheme or any subsequent policy or guidelines issued by the Government of India or Government of Odisha. Such extension shall not be claimed as a matter of right by the successful bidder.

2.8. Land Use Charges / Royalty from EV Charging Stations

a) The successful Bidder shall be liable to pay land use charges at the rate of **INR 1.00 (Rupee One only) per kWh(fixed),** plus applicable taxes, to Govt. of Odisha. Such charges shall be calculated based on the total energy consumption (in kWh) recorded and validated through the Central Management System (CMS) of the charging stations for the relevant billing period. The CMS data shall be treated as the primary and final basis for determination, reconciliation, and settlement of such land use charges (refer clause 1.12 Maximum Charging Fees)

b) The Successful Bidder shall deposit the applicable Land Use Charges payable to the Government of Odisha under the prescribed Head of Account notified by the Finance Department, Government of Odisha, as amended from time to time. **As per Finance Department Notification No. 27719/F dated 25.09.2025**, the amount towards Land Use Charges/Royalty from EV Charging Stations shall be remitted under the following Head of Account:

"0041 - Taxes on Vehicles - 00 - 800 - Other Receipts - 0097 - Misc. Receipts - 01095 - Collection of Royalty from E.V. Charging Units across the State."

c) The Successful Bidder shall deposit the applicable Land Use Charges within first week of the

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succeeding month or the timeline prescribed by STA, Odisha and shall submit proof of deposit/challan for record, verification, and reconciliation purposes. Any revision in the applicable Head of Account or procedure for deposit notified by the Government of Odisha during the Contract Period shall be binding on the Successful Bidder, who shall comply with such revised requirements without any additional cost or liability to STA, Odisha.

d) The Land Use Charges Amount per month shall be calculated using the following formula

If, the unit of electricity consumed during a billing cycle (based on the bill(s) generated by DISCOM) = "A" kWh, then

Land Use Charges (in INR) = A x 1.00

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

Calculated Land Use Charges (in INR) = 10,000 x 1.00 = INR 10,000

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3. SECTION 3: THE SCOPE OF WORK

EVPC Station is proposed to be developed under PM E Drive scheme based on Revenue Sharing Model. The entire package sites shall be given to the successful bidder on revenue sharing model. The project is to be implemented including operating and maintaining the project assets for the entire Period of **10 years**.

The broad scope of work of the Selected Bidder shall include, but not be limited to, the following:

3.1. Project Implementation – Construction & Installation of Chargers

(1) The Selected Bidder shall execute the Agreement within fifteen (15) days from the date of issuance of the Letter of Award (LoA) or as decided by the Transport Commissioner, Odisha. Prior to execution of the Agreement, the Selected Bidder shall submit the prescribed Performance Security, acceptance of the LoA, and all documents required under this RFP.

(2) Within fifteen (15) days of signing the Agreement, the Selected Bidder shall submit a detailed Project Implementation Plan, including site-wise execution methodology, construction schedule, procurement plan, manpower deployment, milestone chart and commissioning timelines for approval by STA, Odisha.

(3) The Bidder shall, at its own cost and risk, undertake the survey, design, supply, including civil works related to site preparation for installation, testing, commissioning, operation, and maintenance of Public Charging Stations ("PCS") for the Contract Period, in accordance with the parameters specified in the MHI ***Operational Guidelines for Deployment of EV Public Charging Stations dated 26th September 2025***, including any amendments thereto.

(4) The Bidder shall be solely responsible for assessing the technical and commercial viability of each Location prior to bidding.

(5) Upon handover of the site(s), the Selected Bidder shall undertake site surveys and prepare location-specific layout drawings, electrical drawings, Single Line Diagrams (SLD), foundation details, charger placement, parking layout, signage and other engineering drawings.

(6) The Selected Bidder shall complete installation, testing, commissioning and onboarding of all EV Public Charging Stations (EVPCS) on the designated national portal, if applicable, within the timelines prescribed under the PM E-Drive Scheme or this RFP.

(7) The Selected Bidder shall be responsible, at its own cost, for execution of all civil, electrical and mechanical works, including upstream electrical infrastructure, EV Supply Equipment (EVSE), transformers (where applicable), metering, cabling, earthing, protection systems, lighting, canopies, parking infrastructure, signage, pavement markings and all associated works required for successful commissioning and operation of the EVPCS.

(8) On Receipt of LoA, the selected bidder needs to visit the proposed locations and based on proposed number and type of charger, bidder must design the EV Charging Stations and location specific EVPCS layout including Carport, Branding and submit to the STA Odisha for necessary approval within 1 month from signing of the Agreement. Based on the approved design, Selected bidder has to start the construction. The Selected Bidder shall ensure energization of all EV chargers and complete their onboarding on the MHI portal within 180 days from the date of handover. Where Locations are handed over on different dates, the timeline shall be reckoned separately for each Location from the respective date of handover.

(9) All works related to upstream electrical infrastructure and Electric Vehicle Supply Equipment (EVSE) for EV Public Charging Stations (PCS), including canopies for chargers

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and carport installations, shall be undertaken by the selected bidder at their own cost

(10) The Bidder shall, at its own cost, obtain the necessary electricity connections from the concerned DISCOM under the applicable HT/LT category, based on the load requirements of the EVPCS.

(11) Electricity tariffs shall be DISCOM tariffs as determined by OERC, as amended from time to time. However, the Bidder shall be entitled to procure electricity through open access in accordance with applicable OERC guidelines and regulations and shall be solely responsible for the timely payment of all applicable charges, fees, and dues associated therewith.

(12) The Selected Bidder shall develop solar-ready canopies/carports and associated infrastructure in accordance with approved drawings and applicable Indian Standards for the feasible sites for feasible sites.

(13) The Selected Bidder shall undertake all necessary civil works required for accessibility, safety and efficient operation of the EVPCS, including pavement improvement, trenching, fencing, drainage, road restoration, accessibility features and any modifications required at the site, at its own cost.

(14) All construction, installation and commissioning works shall comply with the latest Ministry of Power Guidelines, PM E-Drive Operational Guidelines, CEA Regulations, OERC Regulations, BIS Standards, National Building Code (NBC), applicable Indian Standards and all statutory safety requirements.

(15) The Selected Bidder may execute the works either directly or through qualified contractors. However, the Selected Bidder shall remain solely responsible for quality, safety, statutory compliance and timely completion of the Project.

(16) The Selected Bidder shall obtain, at its own cost, all statutory approvals, permissions, licences, NOCs and clearances required from the concerned authorities, including DISCOMs, local bodies and other competent agencies, for installation, commissioning and operation of the EV Public Charging Stations. Any delay arising from failure to obtain such approvals shall be the responsibility of the Selected Bidder.

(17) The Bidder shall install chargers strictly in accordance with the configuration specified in Annexure-A. The Bidder may upgrade charger configurations at its own cost; however, downgrading of specifications below Annexure A requirements shall not be permitted under any circumstances.

Illustration : *If the Annexure A specifies installation of a 12 kW LEV AC/DC charger and a 60 kW DC CCS-II fast charger, the Bidder may upgrade to higher-capacity chargers (e.g., 20 kW LEV charger or 120 kW DC CCS-II charger). However, replacement with lower-capacity chargers (e.g., reducing 60 kW DC CCS-II to 30 kW DC charger or 12 kW to a lower rating) shall not be allowed.*

(18) EV Charging stations established under this RFP shall be eligible for subsidies under the PM E-DRIVE Scheme, subject to applicable guidelines. STA Odisha shall endeavour to assist the selected bidder for the disbursement of such subsidies in accordance with PM E-Drive scheme guidelines and directives issued by MHI. The Selected Bidder shall be solely responsible for complying with all prescribed guidelines and conditions under the PM E-DRIVE Scheme for the release of subsidy by MHI. In the event that the subsidy is delayed or not disbursed for any reason whatsoever, STA Odisha shall not be held

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responsible or liable.

(19) The Bidder shall be responsible for obtaining all requisite approvals and clearances, including but not limited to Fire NOC, Electrical Inspector approvals, statutory compliances, and earthing requirements.

(20) The Bidder shall ensure that the allotted Locations are used strictly only for the operation of Electric Vehicle Public Charging Stations (EVPCS). Any other use is prohibited, including but not limited to vehicle parking, retail or commercial sales, food and beverage services, third-party business operations, storage etc. However, Bidder shall be permitted to undertake branding solely related to the EV Public Charging Station or any advertising or promotional activities only after approval from STA, Odisha.

(21) The Bidder shall be solely responsible for ensuring the safety and security of the Electric Vehicle (EV) charging infrastructure, including all EV Supply Equipment (EVSE), associated upstream infrastructure, and the vehicles utilizing the charging facilities at all times.

(22) The Bidder shall ensure that Procured EV chargers comply with Phased Manufacturing Programme (PMP) guidelines issued by MHI, as amended from time to time. The Successful bidder must submit valid documentary evidence issued by competent authority for such compliance.

(23) The Bidder shall mandatorily procure and maintain, at its own cost and expense, comprehensive insurance coverage for the entire duration of the Agreement. Such insurance shall cover, inter alia: EV charging equipment, including EVSE and allied infrastructure, Vehicles utilizing the charging facilities; and third-party liabilities. The insurance coverage shall explicitly include, but not be limited to, risks arising from:

a. Electrocution;
b. Fire and allied perils;
c. Mechanical and electrical breakdown or damage;
d. Injury to persons (including third-party liability); and
e. Theft, burglary, or loss of equipment and associated assets.
f. HT/LT upstream infrastructure as defined in clause 1.10

The Bidder shall submit valid insurance certificates and supporting documentation to STA Odisha on an annual basis, or as may be required by STA Odisha from time to time, evidencing compliance with the provisions of this clause.

(24) Bidders must maintain at least 90% Uptime of Chargers monthly in each EVPCS location.

(25) Transparent Pricing: EVPC Stations shall prominently display:

a. Charging rates per unit
b. Applicable service charge

3.2. Signage and Branding

(1) All EV Public Charging Stations (EVPCS) shall follow the branding, colour scheme, signage specifications and design approved by State Transport Authority (STA), Odisha, the Ministry of Heavy Industries (MHI) and other competent authorities, as applicable.

(2) The Selected Bidder shall design, fabricate, install and maintain all external and internal signage, directional signs, safety signs, charger identification boards, tariff display boards and branding elements in accordance with this RFP.

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3.3. Commercial Advertisement & revenue Sharing

(1) The Selected Bidder may utilize approved portions of the EVPCS infrastructure for display of advertisements in accordance with the Odisha Advertisement & Hoarding Policy, 2015 notified by Works Department Govt. of Odisha vide Notification no. No.613–07589600012015/W, Dated 16/01/2026 and also applicable subsequent amendments (if any) made under ULB regulations, IRC guidelines and directions issued by any competent authority from time to time.

(2) The Selected Bidder shall be solely responsible for obtaining all approvals, permissions and clearances required for installation and display of advertisements from the concerned Competent Authority having jurisdiction over the respective location, including the Urban Local Body (ULB)/Road Owning Agency/Land-owning Department in accordance with the Odisha Advertisement & Hoarding Policy, 2015.

(3) Within thirty (30) days from the commissioning of the EVPCS, the Selected Bidder shall submit to STA Odisha a detailed advertisement layout plan indicating the proposed advertisement locations, structure type, orientation and total advertisement area (in square feet) at each location, along with approval details obtained from the concerned Competent Authority.

(4) All advertisement structures, supports, illumination systems, maintenance requirements and associated infrastructure shall be designed, installed, operated and maintained entirely at the cost and risk of the Selected Bidder.

(5) Further, electricity consumed for advertisements, illuminated signages, digital displays, hoardings, advertisement lighting and other advertisement-related infrastructure shall be treated as consumption for "other associated purposes other than the EV charging" and shall not be considered as electricity consumed for EV charging operations. Accordingly, a separate and dedicated metering unit shall be installed by the Selected Bidder for such consumption in accordance with the applicable requirements of the concerned DISCOM and prevailing OERC Regulations.

(6) Twenty percent (20%) of the approved advertisement space shall be reserved for Government advertisements, public awareness campaigns, road safety campaigns or other messages as directed by STA Odisha only. Such inventory shall be made available free of cost whenever required by STA Odisha. The illumination required for such space shall be provided by the bidder without any additional cost to STA Odisha. In absence of any Government advertisement requisition, the space shall remain vacant.

(7) Revenue generated from the balance eighty percent (80%) approved advertisement space shall be shared in the ratio of 80% to the Selected Bidder and 20% to STA Odisha, calculated on the net advertisement revenue (Excluding GST & other statutory taxes) realized by the Selected Bidder. For the purpose of determining the net revenue, the bidder is required to submit the detail book of account to STA on quarterly basis and the 20% share shall be deposited on quarterly basis.

(8) The Selected Bidder shall submit quarterly statements of advertisement revenue, duly certified by its Authorized Signatory, and remit the share payable to STA Odisha within fifteen (15) days from the end of each quarter. The detailed procedure for reporting, verification, accounting, collection and remittance of advertisement revenue shall be decided and communicated by STA Odisha in due course and the Selected Bidder shall comply with such procedure throughout the Contract Period.

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(9) For the purpose of measurement and revenue sharing, the total approved advertisement area shall include:

(a) Advertisements displayed on EV chargers;

(b) Canopies and roofs;

(c) Side panels and fascia;

(d) Pylons and signages;

(e) Shoulder-mounted displays;

(f) Hoardings, boards, standees and display structures;

(g) Any other advertisements installed, displayed or erected within or adjoining the EVPCS site.

Any advertisement board, display, hoarding or promotional structure installed in connection with the EVPCS shall be reckoned towards the total advertisement area approved by the competent authority.

The area prescribed for branding of EVPCS under PM E Drive for the state shall be excluded from calculation of advertisement area and no commercial branding by the bidder shall be allowed on the area reserved for branding of EVPCS.

(10) The Selected Bidder shall ensure compliance with all applicable laws, regulations, advertisement policies, taxation requirements and directions issued by the competent authorities in relation to display of advertisements. Any penalties, fees, licence charges or liabilities arising out of advertisement activities shall be borne solely by the Selected Bidder.

3.4. Project Implementation – Operation and Maintenance

(11) The Selected Bidder shall operate and maintain all EV Public Charging Stations throughout the Contract Period and shall remain solely responsible for compliance with all contractual obligations.

(12) The Selected Bidder shall ensure safe, reliable and uninterrupted operation of the EVPCS in accordance with the PM E-Drive Scheme, Ministry of Power Guidelines, applicable statutory provisions and Service Level Agreements (SLAs) specified in this RFP.

(13) The Selected Bidder shall be responsible for preventive maintenance, corrective maintenance, repair, replacement of defective equipment, housekeeping, security, and upkeep of the entire charging station infrastructure at its own cost.

(14) The Selected Bidder may upgrade charger technology or install additional charging capacity with the prior written approval of STA, Odisha, provided such upgrades comply with applicable standards. Any additional cost shall be borne entirely by the Selected Bidder and shall not be eligible for any additional subsidy or reimbursement.

(15) The Bidder shall design, develop, deploy operate, and maintain its own Central Management System (CMS) and associated application and shall provide STA Odisha appropriate and secure access rights. The Bidder shall ensure integration of EVPCS data with STA and/or designated central/state/private or market platforms as directed by STA Odisha from time to time through secure Application Programming Interfaces (APIs). All charging stations shall be onboarded onto the **National Unified Hub** developed by MHI, immediately upon commissioning. The following data shall be made available from such platforms and shared in real time:

b. Availability status of chargers

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c. Applicable charging fees, along with integrated digital payment options including, but not limited to, UPI-based platforms such as BHIM, PhonePe, Google Pay, Paytm etc.

d. Advance booking provisions

e. Such integration shall facilitate user accessibility, transparency, and centralized monitoring etc.

(6) The Bidder shall submit monthly operational data, including energy usage and uptime. STA Odisha shall monitor performance through integrated dashboards, including compliance with maintaining a minimum 90% uptime.

(7) The Selected Bidder shall ensure a minimum monthly uptime of 90% for each EV Public Charging Station, excluding downtime attributable to force majeure or prolonged power supply interruptions certified by the concerned DISCOM. Failure to achieve the prescribed uptime shall attract penalties as specified in the Service Level Agreement (SLA) of this RFP.

(8) Repeated failure to meet the prescribed performance standards or uptime requirements shall constitute an event of default and may result in levy of penalties, forfeiture of Performance Security, or termination of the Agreement, in accordance with the provisions of this RFP.

(9) The Bidder shall establish and maintain a 24×7 customer support helpline for grievance redressal and operational assistance. The Bidder shall submit fortnightly reports to STA Odisha detailing grievances received and corrective actions taken.

(10) **The Commercial Operation Date (COD) shall be achieved within 180 days from the of the date of the site handover**. Any extension to this timeline shall be subject to prior written approval from STA Odisha and must be supported by valid justification. In cases where Location(s) are handed over after the Appointed Date, the period of 180 days shall be allowed for achieving COD starting from date of site handover for such Location(s). However, this shall not affect the Appointed Date or the contract period.

(11) The selected bidder shall have no right to display any advertisements/brandings within the Project Sites without prior written approval of the Transport Commissioner, Odisha.

(12) During the tenure of the Project, the successful Bidder may propose upgradation of the charger, technology, and capacity addition subject to prior written consent of the Transport Commissioner Odisha / STA Odisha. Any such upgradation or capacity additions shall be carried out entirely at the cost of the Bidder, and no subsidy, reimbursement, or financial support shall be admissible for the upgraded technology.

(13) Subcontracting is not permitted for Operation and Maintenance of the EVPCS/BSS locations.

3.5. Interoperability and Communication Protocol Requirements

(1) The Selected Bidder shall ensure that all EV Public Charging Stations (EVPCS) comply with the interoperability requirements prescribed under the PM E-Drive Scheme, Ministry of Power Guidelines, and other applicable standards to enable seamless access by EV users across different charging networks.

(2) All EV chargers shall support the latest applicable version of Open Charge Point Protocol (OCPP) and shall be capable of remote monitoring, diagnostics, firmware updates and communication with the Central/Charging Management System (CMS).

(3) The charging infrastructure shall be vendor-neutral and capable of integration with multiple network service providers, roaming platforms and third-party applications through open and non-proprietary interfaces.

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(4) Any modifications or upgrades required to comply with revised interoperability standards during the Contract Period shall be carried out by the Selected Bidder at its own cost.

3.6. Charging Management System (CMS) and Data Integration

(1) The Selected Bidder shall deploy and maintain a cloud-based Charging Management System (CMS) supporting the latest applicable Open Charge Point Interface (OCPI) or any other protocol prescribed by the Government of India.

(2) The CMS shall provide real-time monitoring of charger availability, charging sessions, energy consumption, transactions, faults, uptime and other operational parameters.

(3) The Selected Bidder shall provide secure API/dashboard access to State Transport Authority (STA), Odisha and shall integrate the CMS with the PM E-Drive Portal, MHI Portal, or any other Government platform as required.

(4) Any interruption in data transmission or non-availability of the CMS, attributable to the Selected Bidder, shall be treated as downtime for the purpose of Service Level Agreement (SLA) compliance.

3.7. CCTV Surveillance

(1) Every EV Public Charging Station shall be equipped with CCTV surveillance covering charging equipment, parking bays, entry and exit points, and other critical areas.

(2) The CCTV system shall operate on a 24×7 basis, with adequate recording quality and storage capacity, and shall permit remote access to STA, Odisha or its authorized representatives whenever required.

(3) Installation, operation, maintenance, connectivity, data storage and replacement of the CCTV system shall be the sole responsibility of the Selected Bidder throughout the Contract Period.

(4) CCTV footage shall be securely retained for a minimum period of 30 days, or for such longer period as prescribed by applicable law or directed by STA, Odisha.

3.8. Data Privacy and Cyber Security

(1) The Selected Bidder shall ensure that the Charging Management System (CMS), mobile application and all associated digital platforms comply with the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000, applicable CERT-In guidelines and all relevant cyber security requirements issued by the Government of India.

(2) The Selected Bidder shall implement appropriate administrative, technical and organizational safeguards to protect user data against unauthorized access, disclosure, alteration, loss or misuse, and shall ensure confidentiality, integrity and availability of all data collected during the operation of the EV Public Charging Stations.

(3) User data shall not be shared with any third party except as required by law or with the prior written approval of STA, Odisha or the competent authority.

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3.9. OEM Authorization and Service Support Commitment:

1) The Bidder shall submit a valid **Manufacturer's Authorisation Form (MAF)** as per the format prescribed under **Annexure- S** of this RFP from the Original Equipment Manufacturer (OEM) of the EV chargers proposed to be deployed under this Project.
2) The MAF shall authorize the Bidder to supply, install, commission, operate, maintain, and provide after-sales support for the proposed EV Chargers during the Contract Period.
3) The OEM shall undertake to provide technical support, firmware updates, software updates, spare parts, warranty support, repair services, and product lifecycle support for the chargers proposed under this Project.
4) The OEM shall further confirm that the proposed chargers comply with the applicable requirements of the PM E-DRIVE Scheme, Ministry of Power Guidelines, applicable BIS/IS Standards, and PMP requirements issued by the Ministry of Heavy Industries (MHI), as amended from time to time.
5) In case the Bidder itself is the manufacturer of the proposed EV Chargers, the Bidder shall also submit the prescribed MAF in its capacity as the OEM and shall remain fully responsible for all OEM obligations stipulated therein.
6) Submission of the MAF shall be mandatory. Failure to furnish the same shall render the Bid non-responsive.

4. SECTION 4: INSTRUCTIONS TO BIDDERS

4.1. General Terms of Bidding

(1) The Bidder may be a single legal entity or a Consortium of not more than two (2) legal entities (hereinafter collectively referred to as the “Bidder”) formed for the purpose of implementing the Project. In case of a Consortium, one member shall be designated as the Lead Member and shall be authorized to represent and bind the Consortium. The Consortium Members may collectively satisfy the eligibility and qualification requirements prescribed in the RFP.

(2) Where the Bidder is a single legal entity, such entity shall be a Charge Point Operator (CPO) and shall independently satisfy the eligibility and qualification requirements prescribed in this RFP with demonstrated experience in operating public EV charging stations on its own CMS and mobile application.

(3) No Bidder shall submit more than one Bid for the Project. A Bidder submitting a Bid individually shall not be eligible to submit another Bid as a member of any Consortium. Similarly, a member of one Consortium shall not be a member of any other Consortium or submit an individual Bid for the same Project.

(4) The Bidder shall perform the services in accordance with the provisions of this RFP. Any modifications or corrections required to ensure that the Bidder’s submissions conform to the intent and requirements of this RFP shall be carried out at the Bidder’s own cost. The Bidder represents and warrants that it possesses the requisite expertise, experience, and capability, and shall be fully responsible for the technical accuracy and adequacy of the services.

(5) In case of any ambiguity or inconsistency in this RFP, STA Odisha shall provide clarifications that are reasonable and consistent with the provisions of this RFP. Any such clarification shall be issued in writing and shall be binding on all Bidders.

(6) Bids shall be evaluated in accordance with the evaluation criteria specified in this RFP.

(7) No correspondence shall be entertained with respect to the evaluation or selection decisions,

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except where required under applicable law or expressly provided in this RFP.

(8) Any entity that has been debarred or blacklisted by the Central Government, any State Government, or any public sector entity controlled by them, and such debarment or blacklisting is subsisting as on the Bid Due Date, shall not be eligible to submit a Bid.

(9) STA Odisha shall not be liable for any inadvertent errors or omissions in the RFP, except in cases of willful misconduct or fraud.

(10) The Bidder shall be a company incorporated under the Companies Act, 2013 or the Companies Act, 1956, a Limited Liability Partnership (LLP), a registered Partnership Firm, a Government Company, a Public Sector Undertaking (PSU), a Statutory Corporation, or any other legal entity incorporated or registered under the applicable laws of India.

(11) Where the Bidder is a Consortium:

a) The Consortium shall consist of not more than two (2) members.

b) At least one member of the Consortium shall possess experience in the EV Charging Infrastructure Sector and meet the applicable Technical Eligibility Criteria specified in this RFP. Such experience may include supply, installation, commissioning, operation, management, ownership, development or manufacture of EV charging infrastructure, EV Supply Equipment (EVSE), or Public EV Charging Stations (EVPCS) within India. The Consortium Members shall collectively satisfy the Technical Eligibility Criteria prescribed under this RFP.

c) The Consortium shall nominate one member as the Lead Member, who shall be duly authorized to act on behalf of all Consortium members during the bidding process and throughout the Contract Period.

d) The Lead Member and all Consortium members shall be jointly and severally liable for the performance of all obligations under the Agreement.

e) The Consortium shall submit a Joint Bidding Agreement and Powers of Attorney in the formats prescribed in this RFP.

f) Any change in the composition of the Consortium after submission of the Bid shall not be permitted without the prior written approval of State Transport Authority, Odisha.

g) The Lead Member shall hold not less than fifty-one percent (51%) equity participation in the Consortium throughout the Contract Period.

h) The Lead Member shall remain the Lead Member of the Consortium throughout the Contract Period and shall not withdraw, cease to participate, transfer its obligations, or dilute its equity participation below fifty-one percent (51%) without prior written approval of STA Odisha.

i) No change in the composition of the Consortium shall be permitted during the Contract Period if such change results in non-compliance with the eligibility or qualification requirements prescribed under this RFP.

j) Any violation of the provisions of this Clause shall constitute an Event of Default and STA Odisha shall be entitled to take appropriate action under the Agreement, including termination of the Agreement.

(12) The Bid shall be furnished in the format prescribed in the RFP. Financial Bid amount shall be

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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.

(13) The Bidders shall be evaluated based on the declarations and/or information and/or documents provided by them in relevant schedules of Bid document. The information and/or documents submitted along with the Bid may be verified before signing of Agreement.

(14) If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, STA Odisha reserves the right to reject such Bid and/or cancel the Letter of Award or Contract Agreement, if issued and the EMD provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in Bid.

(15) All pages of the Bid submitted must be initialed by the person authorized by the board, on behalf of the Bidder.

(16) 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.

(17) The Bidder shall submit a Bid Security/Earnest money Deposit (EMD) of **Rs: 80,00,000/- (Eighty Lakh Rupees Only)** in the form of Demand draft in accordance with the provisions of this RFP. The Bidders shall also make online payment towards cost of tender fee (Non-Refundable) 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.

(18) If the bidder submits the EMD in the shape of Bank Guarantee, the validity period of the Bank Guarantee shall not be less than 90 (Ninety) days from the Bid Due Date inclusive of a claim period of 30 (thirty) 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 90 (Ninety) 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 Performance Security under the Concession Agreement.

(19) The Bidder should submit a Power of Attorney as per the format specified in this RFP, authorising the signatory of the Bid to commit the Bidder.

(20) In case of a Consortium, the Members should submit a Power of Attorney in favour of any Member as per the format specified in this RFP. Such Member shall thereafter be identified as the Lead Member. The Lead Member should submit power of Attorney as per the format specified in this RFP, authorising the signatory of the Application.

(21) 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.

(22) The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

(23) 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

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solely for the purpose of preparation and the submission of a Bid in accordance with this. 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.

(24) This RFP is not transferable.

(25) Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

(26) Where the Bidder is a single entity, it shall be required to execute the Concession Agreement and implement the Project.

(27) 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.

(28) 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.

(29) 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.

(30) 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.

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 this RFP; and

(d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

(31) 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.

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(32) The Bidders are expected to carry out their, 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.

(33) 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 shall continue to have effect in addition to its obligations under the Concession Agreement.

(34) No change or supplemental information to the Bid will be accepted after the Bid Deadline. The Authorized Representative may, at its sole discretion, ask for additional information/document and/or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Price shall be sought or permitted by the Authorized Representative. Delay in submission of additional information and/or documents sought by the Authorized Representative shall make the Bid liable for rejection.

(35) All the information should be submitted in English language only.

(36) STA reserves the right to accept or reject any or all Bids without assigning any reason thereof.

4.2. Acknowledgement by the Bidder

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

a) made a complete and careful examination of the RFP (including all instructions, forms, terms and specifications) and any other information provided by the Authorized Representative under this RFP and the Bidder acknowledges that its submission of a Bid that is not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid;

b) received all relevant information requested from the Authorized Representative;

c) accepted the risk of inadequacy, error or mistake in the information provided in the RfP or furnished by or on behalf of the Authorized Representative;

d) satisfied itself about all things, matters and information, necessary and required to submit a Bid;

e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RfP or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Authorized Representative, or a ground for termination of the Agreement;

f) agreed to be bound by the undertakings provided by it under and in terms of this RfP.

g) The Bid inviting 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 relating to the RfP or the Bid Process.

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4.3. Bid Parameter

a) The Project shall be awarded to the Preferred Bidder who achieves the highest score, as determined using the Quality and Cost Based Selection (QCBS) formula outlined in Clause 5.6.

b) Subject to Clause 4.9, the Preferred Bidder shall be the Selected Bidder. If the Preferred Bidder withdraws its Bid or is not selected for any reason, the Authority may, at its discretion, invite the Qualified Bidder with the next best QCBS Score;

   a. In case the offered price of the qualified bidder is more than the preferred bidder then the qualified bidder has to accept the price offered by the preferred bidder;

   b. In case price offered by the qualified bidder is less than the price quoted by the preferred bidder than the price of the qualified bidder shall be considered.

      Then the qualified bidder will be declared as the preferred bidder.

If the Qualified Bidder fails to match the Quoted Price of the Preferred Bidder, the Authority may take any measures it deems fit, at its sole discretion, including: (i) inviting the Qualified Bidder with the next best QCBS Score to match the Quoted Price of the Preferred Bidder; or (ii) annulling the entire Bid Process.

4.4. Pre-Bid Queries:

a) Bidders may submit queries via e-mail to STA, Odisha at **addl.comm.tech@gmail.com** as per the timeline specified in the Bid Data Sheet. Queries received after the stipulated date and time shall not be entertained. Clarifications issued by the Authority shall form part of the RFP. The Authority does not warrant the accuracy or completeness of such clarifications.

b) The Pre-Bid Meeting shall be conducted in hybrid mode. The virtual meeting link shall be shared with prospective bidders who submit queries.

c) The Authority reserves the right, at its sole discretion, not to respond to any query or request for clarification.

d) The Authority may issue clarifications, amendments, or interpretations suo motu, which shall form an integral part of the RFP. Any verbal communication or clarification shall not be binding on the Authority.

e) Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in this RFP with identification/ title:

“Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified Locations in Odisha under the PM E-DRIVE Scheme.”

Name of Bidder:					
#	RFP Page No.	Clause No. and Title	Existing Clause	Queries /Clarification Sought	Justification by Bidder
..	..	..	..	..	..

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4.5. Eligibility of Bidder

The following eligibility conditions shall apply for participation in this RFP:

a) **Constitution of Bidder:** The Bidder may be a single legal entity or a Consortium consisting of not more than two (2) legal entities formed for the purpose of implementing the Project. Where the Bidder is a single entity, such entity shall be a Charge Point Operator (CPO) possessing the requisite experience and qualifications prescribed under this RFP.

A Bidder submitting a Bid individually shall not be eligible to submit another Bid either individually or as a member of any Consortium. Likewise, a member of one Consortium shall not participate in another Bid either individually or as a member of another Consortium. If any Bidder or its Subsidiary or Parent Entity is found to have participated either individually or through more than one Consortium for this RFP, all such Bids shall be summarily rejected.

The term "Bidder" shall include both a single entity and a Consortium.

b) **EV Charging Infrastructure Capability:** Where the Bidder is a Consortium, the Consortium Members shall collectively satisfy the eligibility and technical qualification requirements prescribed in this RFP.

At least one Consortium Member shall possess demonstrable experience in the EV Charging Infrastructure Sector, which may include supply, installation, commissioning, operation, management, ownership, development or manufacture of EV charging infrastructure, EV Supply Equipment (EVSE) or Public EV Charging Stations (EVPCS) within India.

The Consortium Members shall clearly define their respective roles and responsibilities, including but not limited to project implementation, supply of equipment, installation, commissioning, operation and maintenance, Charging Management System (CMS), customer support, statutory compliances and reporting requirements, for the entire Contract Period.

c) **Lead Member:** The Consortium shall nominate one member as the Lead Member, who shall be authorised through a Power of Attorney to represent, act, and bind the Consortium during the bidding process and throughout the Contract Period.

The Lead Member shall be responsible for overall coordination of the Consortium and shall act as the single point of contact for STA Odisha.

d) **Joint and Several Liability**: All Consortium Members shall be jointly and severally liable for performance of the obligations under the Agreement. No change in the composition of the Consortium shall be permitted after submission of the Bid without prior written approval of STA Odisha.

e) **Nationality:** The Bidder and every member of the Consortium shall be an entity incorporated or registered under the applicable laws of India.

Foreign investment, if any, shall comply with the applicable provisions of the Foreign Exchange Management Act (FEMA), the FDI Policy, Government of India Public Procurement Orders and all other applicable laws.

f) **Conflict of Interest:** The Bidder shall not have any Conflict of Interest affecting the Bidding Process.

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A Conflict of Interest shall be deemed to exist where:

i. two or more Bidders have common controlling shareholders or ownership exceeding the limits prescribed in this RFP;

ii. one Bidder is also a member of another Bidder's Consortium;

iii. one Bidder has directly or indirectly financed another Bidder for participation in this procurement;

iv. two Bidders have the same authorised representative;

v. two Bidders have any relationship enabling access to each other's Bid information or influencing each other's Bid;

vi. the Bidder or any Associate has participated in preparation of this RFP, DPR, technical specifications or consultancy services for this Project;

vii. the Bidder has engaged any advisor appointed by the Authority for this Project during the Bidding Process.

Any Bidder found to have a Conflict of Interest shall be disqualified.

g) Integrity:

The Bidder and every Consortium Member shall:

- not be blacklisted or debarred by the Government of India, any State Government or any Government agency;
- not have been convicted by a Court of Law for offences involving fraud, corruption or professional misconduct during the preceding three (3) years;
- not have submitted false declarations or forged documents.

h) Foreign Documents: Documents issued outside India shall be duly notarised, apostilled or authenticated by the Indian Embassy/High Commission, as applicable, together with an authenticated English translation where the original document is in a language other than English.

i) Change in Consortium: No change in the constitution of the Bidder or Consortium shall be permitted after submission of the Bid without prior written approval of the State Transport Authority, Odisha.

Any approved change shall not relieve any member of its obligations or liabilities under the Agreement.

j) Letter of Undertaking: The Bidder shall submit a duly signed Letter of Undertaking along with the Technical Bid in the prescribed format confirming compliance with all eligibility conditions of this RFP. An indicative format for the Pre-Qualification Proposal is as follows [To be customized this list based on Pre-Qualification Criteria given below]:

Sr. No.	Criteria	Pre-qualification Criteria description	Supporting Document	Response (Yes / No)	Reference in Response to Pre-Qualification Bid (Section # and Page #)
..		..	..	..	..

4.5.1 Pre-Qualification Criteria

The bidders shall be evaluated based on the pre-qualification criteria mentioned below. The bidders

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should fulfil all the following eligibility criteria, as per details mentioned below. Bidders who fulfil all the Eligibility criteria will be considered for further Technical Evaluation. The proposal failing to meet all the below pre-qualification eligibility criteria shall be disqualified and shall not be considered for technical evaluation process. Decision of Authority shall be final in this matter and would be binding upon the bidder.

Sl. No.	Description	Requirement	Documents to be submit
1	**General**	The Bidder should be a legal entity, which may be a body corporate incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932 as amended or a Limited Liability Partnership a Firm (LLP) registered under Section 12 of Limited Liability Partnership Act, 2008, as amended or registered Proprietorship firm. Where the Bidder is a single legal entity, such entity shall be a Charge Point Operator (CPO) and shall independently satisfy the eligibility and qualification requirements prescribed in this RFP. In case of a Consortium (maximum two (2) members), each Consortium Member shall be a legal entity as specified above. The Consortium shall nominate one member as the Lead Member. The Consortium Members shall collectively satisfy the eligibility and qualification requirements prescribed in this RFP. The Lead Member shall be authorized to represent and bind the Consortium during the bidding process and throughout the Contract Period. The Lead Member should also hold a minimum of 51% share in the consortium and remain the Lead	In case bidder is a company: Certified copy of the Certificates of Incorporation for companies issued by the registrar of Companies and Memorandum & Articles of Association. A copy of certificate of incorporation, partnership deed or LLP registration as applicable and relevant, shall be enclosed including following documents. A. PAN Card B. GST registration certificate C. GST certificate. In case of Consortium, each entity must submit the above-mentioned document. Consortium Agreement (Notarized) duly executed between consortium members, clearly specifying roles and responsibilities of each member. **Annexure-L**

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Sl. No.	Description	Requirement	Documents to be submit
		Member for the entire Contract Period. **The Bidder / All members of consortium should have or shall be ready to set up a project office in Bhubaneswar (Odisha) within 30 days from issuance of LOA/Work Order.**	
2	Minimum Average Annual Turnover (MAAT)	Bidder should have Minimum Average Annual Turnover (MAAT)- INR 5 Crores in last three completed financial years (FY 2022-23, 2023–24, FY 2024–25) In case of a Consortium, the Minimum Average Annual Turnover (MAAT) requirement **of INR 5 .00 Crore** shall be evaluated on a cumulative basis by aggregating the Average Annual Turnover of all Consortium Members for the last three (3) completed financial years (FY 2022-23, 2023–24, FY 2024–25)	Audited Financial Statements for the last three (3) financial years (FY 2022-23, 2023–24, FY 2024–25) Certificate from Statutory Auditor / Chartered Accountant (with UDIN) certifying the Average Annual Turnover (**Annexure-F)**
3	Net worth	Bidder should have Positive net-worth in last three completed (FY 2022-23, 2023–24, FY 2024–25)	Audited Financial Statements duly certified by Statutory Auditor / Chartered Accountant (with UDIN) demonstrating positive net worth. (**Annexure-F)**
4	Blacklisting	The Bidder or any member if the consortium should not have been blacklisted/banned/debarred/under investigation by any State Government or Central Government entity/ Public Sector Unit as on the bid submission end date.	Self-declaration / undertaking duly signed by the Authorized Signatory of the Bidder on its letterhead confirming non-blacklisting status. **(Annexure-O)**
5	EV Charging Infrastructure Experience	The Bidder, or in case of a Consortium, at least one Consortium Member, shall be engaged in the EV charging infrastructure sector and shall	**For CPOs operating Government/PSU/ULB Projects/ with Private entity:** • Work Orders/Agreements/LoAs

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Sl. No.	Description	Requirement	Documents to be submit
		demonstrate experience in any one or more of the following activities: • supply, installation, commissioning, operation and management of Public EV Charging Stations (EVPCS); **OR** • manufacture, supply commissioning of EV chargers/EVSE; **OR** • development, ownership and operation of Public EV Charging Stations at leased, rented or self-owned locations. In case of a Consortium, at least one Consortium Member shall possess experience as a Charge Point Operator (CPO) or as an EV Charger/EVSE Manufacturer. The Lead Member shall be clearly identified in the Consortium Agreement. **Public EV Charging Stations shall mean charging stations accessible to the general public for charging of electric vehicles.**	• Commissioning Certificates, Operational Certificates or CMS Reports • Operator Agreement & Client/owners certificate of satisfactory operation & maintenance • Electricity Bills in owner's name (to be read with operator agreement) **For Self-Owned / Self-Operated Public EV Charging Stations in:** • CMS Reports • Electricity Bills • Ownership/Lease/Rental Documents/CPO Agreements • Details of Operational Charging Station Locations • Self-Certification by Authorized Signatory evidencing operation of the charging stations. **For EV Charger / Manufacturers:** • Supply Orders / Purchase Orders / Completion Certificates evidencing supply of EV Chargers/EVSE • Details of Operational Charging Station Locations. • Commissioning Certificates,

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Sl. No.	Description	Requirement	Documents to be submit
			Completion Certificates or Client Certificates evidencing deployment of the supplied chargers & satisfactory maintenance of supplied chargers. **For Consortiums:** • Consortium Agreement clearly defining roles and responsibilities of each member. • **Supporting documents here herein mentioned above as per their applicable role**
6	Conflict of Interest	The Bidder shall not have a conflict of interest in the procurement in question	A Notarized Affidavit in this regard is to be made by the Sole Bidder/all members of the Consortium. **Annexure-D**
7	Undertaking regarding Conviction and Legal Proceedings	The bidder/any member of the consortium shall not be convicted by court of law from any prior projects with any Central Government or any State Government entities.	Undertaking on the letter head as per. **Annexure-P**
8	Manufacturer's Authorisation Form (MAF)	The Bidder shall submit a valid Manufacturer's Authorisation Form (MAF) as per the format prescribed under **Annexure- S** of this RFP from the Original Equipment Manufacturer (OEM) of the EV chargers proposed to be deployed under this Project.	Undertaking on the OEM's letter head as per. **Annexure-S.**

4.5.2 Technical Qualification Criteria

The Bidder shall meet the following technical eligibility requirements. Documentary evidence supporting the eligibility must be submitted along with the bid.

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Sl. No.	Description	Technical Eligibility Criteria	Documentary Evidence to be submitted
1.	Prior Experience in EV Charging Infrastructure Sector	The Bidder (or, in case of a Consortium, the Consortium Members collectively) shall have supplied, installed, commissioned, operated, managed, or manufactured EV charging infrastructure **within India** of minimum cumulative installed capacity of **6,400 kW**, including at least **3,200 kW DC** charging capacity **(≥30 kW DC** chargers) during the last five (5) Financial Years preceding the Bid Submission Due Date. For the purpose of calculating installed charging capacity: • **For Charge Point Operators (CPOs):** Capacity shall be calculated based on the cumulative rated capacity (kW) of operational Public EV Charging Stations developed, installed, commissioned, operated or managed by the Bidder. • **For Self-Owned / Self-Operated Public EV Charging Stations:** Capacity shall be calculated based on the cumulative rated capacity (kW) of chargers installed, commissioned and operational at such locations. • **For EV Charger / EVSE Manufacturers:** Capacity shall be calculated based on the cumulative rated capacity (kW) of EV chargers/EVSE supplied, installed, commissioned by the Manufacturer (and currently operational as bid submission date) against client work orders, supply orders, commissioning certificates or client certificates.	**For CPOs operating Government/PSU/ULB Projects or private entity:** • Notarized copy of self-declaration as per the prescribed format Annexure-E. • Work Orders / Agreements. • Commissioning Certificates, Client / owner certificate of satisfactory operation and maintenance, CMS Reports or Site Reports. **For Self-Owned / Self-Operated Public EV Charging Stations:** • CMS Reports. • Electricity Bills. • Ownership / Lease / Rental Documents/ CPO Agreements. • Details of Charging Station Locations. • Client / owner certificate of satisfactory operation and • maintenance • Notarized copy of self-declaration as per the prescribed format Annexure-E. **For EV Charger / EVSE Manufacturers:** • Notarized copy of self-declaration as per the prescribed format Annexure-E. • Supply Orders / Purchase Orders / Client Certificates evidencing supply of EV Chargers/EVSE.

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Sl. No.	Description	Technical Eligibility Criteria	Documentary Evidence to be submitted
		• **For Consortiums:** The installed charging capacity, DC charging capacity and relevant experience of the Consortium Members shall be considered on a cumulative basis for the purpose of satisfying this criterion. **Note-1:** In case of a Consortium, the installed charging capacity, DC charging capacity, manufacturing experience and operational experience of the Consortium Members shall be aggregated cumulatively for evaluation under this criterion. However, the documentary evidence supporting such claims shall be submitted by the respective Consortium Member from whom the experience or capability is being derived. **Note-2:** For the purpose of evaluation under this criterion, the installed charging capacity and DC charging capacity may be derived cumulatively from one or more of the following; **(i)** Public EV Charging Stations owned and operated by the Bidder, **(ii)** Public EV Charging Stations developed, installed, commissioned, operated or managed by the Bidder for Government Departments, PSUs, ULBs, OMCs, private entities or other clients, and/or **(iii)** EV charging infrastructure supplied, installed and commissioned by the Bidder for Government Departments, PSUs, ULBs, OMCs, Charge Point Operators (CPOs), private entities or other clients.	• Commissioning Certificates, Completion Certificates or Client Certificates evidencing deployment of the supplied chargers & satisfactory maintenance of supplied chargers. **For Consortiums:** • Notarized copy of self-declaration as per the prescribed format Annexure-E. • The respective Consortium Member shall submit supporting documents applicable to the experience, technical capability, manufacturing capability, operational capability or other credentials being relied upon by the Consortium for meeting this criterion.

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Sl. No.	Description	Technical Eligibility Criteria	Documentary Evidence to be submitted
		Such experience shall be considered on a cumulative basis subject to submission of documentary evidence.	
2	Operational Public Charging Stations	The Bidder (or, in case of a Consortium, the Consortium Members collectively) shall have a minimum of **eighty-five (85) Public EV Charging Station** locations within India which are operational/functional as on the Bid Submission Due Date. The requirement may be satisfied through: • Development, Installation, Commissioning, Operation and management of Public EV Charging Stations by a CPO; **OR** • Self-owned/self-operated Public EV Charging Stations; **OR** • Supply, installation and commissioning of EV charging infrastructure by an EV Charger / EVSE Manufacturer; **OR** • A combination of the above through Consortium Members. For the purpose of this criterion, Public EV Charging Stations shall mean charging stations accessible to the general public for charging of electric vehicles. In case of a Consortium, the number of charging stations and/or charging infrastructure deployed by the Consortium Members shall be considered on a cumulative basis.	**For CPOs operating Government/PSU/ULB/Public Authority or Private entity Projects:** • Notarized copy of Self-declaration by the Authorized Signatory as per Annexure-E. • Work Orders / Agreements. • Commissioning Certificates, Client / owner certificate of satisfactory operation and maintenance, CMS Reports or Site Reports. **For Self-Owned / Self-Operated Public EV Charging Stations:** • Details of charging station locations as per Annexure-E. • CMS Reports. • Electricity Bills in owners name • Ownership / Lease / Rental Documents. • Self-certification evidencing operation of the charging stations. **For EV Charger / EVSE Manufacturers:** • Notarized copy of Self-declaration by the Authorized Signatory as per Annexure-E. • Supply Orders / Purchase Orders / Work Orders

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Sl. No.	Description	Technical Eligibility Criteria	Documentary Evidence to be submitted
			evidencing supply of EV Chargers/EVSE. • Commissioning Certificates, Completion Certificates, Client Certificates or equivalent documentary evidence evidencing deployment of the supplied chargers & satisfactory maintenance of supplied chargers **For Consortiums:** • The respective Consortium Member shall submit supporting documents applicable to the experience, technical capability, manufacturing capability, operational capability, or other credentials being relied upon by the Consortium for meeting this criterion. • Consolidated experience and capacity details shall be furnished in the format prescribed under Annexure-E.
3	CMS & Consumer Mobile App and PM E-DRIVE Compliance	The Bidder or any Consortium Member proposed for operation and management of EV Charging Stations shall possess an operational/functional CMS and consumer mobile application capable of integration with National Unified Hub / PM E-DRIVE platform. **(Third party Application shall not be considered)**	Live demonstration, application details, sample CMS reports, Compliance declaration, OEM/CMS certificates, integration undertaking for National Unified Hub / PM E-DRIVE must be submitted in the official letterhead of the bidder. **Annexure-E**

Note: Experience, installed charging capacity, charging station count, manufacturing experience and operational experience claimed under the above criteria shall relate only to projects and charging infrastructure located within India. All experience and capacities claimed by Consortium Members

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shall be considered cumulatively unless specifically provided otherwise. The Authority reserves the right to independently verify any claim through client verification, site inspection, CMS records, commissioning records or any other means deemed appropriate.

4.6. Financial Bid

a) The bidder shall quote the service charge as per the format prescribed at **ANNEXURE-H**

b) Any Financial Bid containing conditional pricing, adjustable rates, or escalation clauses (other than prescribed in this RFP) shall be treated as non-responsive and rejected.

c) The service charge has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. for example e.g if the service charge is INR 2.357 / kWh, then it shall be considered as INR 2.35 / kWh).

d) Financial Bid in form of price schedule shall be uploaded by the Bidder on Bidding Portal only before scheduled due date and time for submission of bids. Indicative price Bid format enclosed Annexure-H

e) Due intimation shall be given to technically qualified cleared Bidders about date and time of opening of financial bid.

4.7. 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 therewith.

4.8. 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.

4.9. Site visit and verification of information

(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) Prior to submitting the bid, the Bidder is advised to visit and examine the site and its surroundings, obtain and ascertain for themselves all technical data, and other information necessary for preparing their bid including carrying out necessary technical surveys, etc. at its own cost and risk. The Bidder shall be deemed to have full knowledge of the site conditions, whether physically inspected or not, if Bidder submits a bid for this Project.

(3) The Bidders shall be responsible for all arrangements and shall release and indemnify the STA and/or any of its agencies/consultants/advisors from and against all liability in respect hereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission,

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would not have arisen due to this RFP.

(4) 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 above;

(d) satisfied with all matters, things and information including matters referred to 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 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**.**

(5) 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.

4.10. Verification and Disqualification

(1) The Authority reserves the right to verify, at any stage of the Bidding Process or during the Contract Period, all statements, information, documents, certificates and declarations submitted by the Bidder in response to this RFP. The Bidder shall promptly furnish such additional information, records, clarifications or documentary evidence as may be required by the Authority for the purpose of verification.

(2) Any verification, or the absence thereof, by the Authority shall not relieve the Bidder of its obligations, responsibilities or liabilities under this RFP or the Agreement, nor shall it prejudice any rights or remedies available to the Authority

(3) Live CMS demonstration / site inspection at the Authority's discretion.

4.11. Disqualification during Bidding Process

(1) The Authority reserves the right to reject any Bid and forfeit the Bid Security, in accordance with the provisions of this RFP, if:

a) at any stage of the Bidding Process, any material misrepresentation, false declaration, forged document or suppression of material information is discovered; or

b) the Bidder fails to provide, within the time specified by the Authority, the information, clarification or supporting documents sought for evaluation of its Bid; or

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c) the Bidder is found to have violated any provision of this RFP or engaged in any practice affecting the fairness, transparency or integrity of the Bidding Process.

(2) Any such misrepresentation, non-disclosure or failure to furnish the required information shall render the Bid liable for rejection.

(3) Where the Bidder is a Consortium, such disqualification shall apply to the entire Consortium and all its members.

(4) If such disqualification occurs after opening of the Financial Bids and before award of the Contract, the Authority may reject the Bid of such Bidder and proceed with evaluation of the next eligible Bidder or annul the Bidding Process, wholly or partly, without incurring any liability.

4.12. Disqualification after Award of Contract

(1) If, during evaluation of the Bid, after issuance of the Letter of Award (LoA), after execution of the Agreement, or at any time during the Contract Period, it is found that:

a) the Bidder no longer satisfies the eligibility or qualification requirements prescribed under this RFP;

b) any statement, declaration, certificate or information submitted by the Bidder is false, misleading or materially incorrect;

c) the Bidder has concealed any material information affecting its eligibility or performance capability; or

d) the Bidder has obtained the Contract through fraudulent, corrupt, collusive or unfair means, the Authority may, after giving the Selected Bidder an opportunity of being heard wherever required under applicable law:

i. cancel the Letter of Award;

ii. terminate the Agreement, wholly or partly;

iii. forfeit the Bid Security and/or Performance Security, in accordance with the provisions of this RFP and the Agreement;

iv. recover any loss or damages suffered by the Authority;

v. debar the Bidder and/or its Consortium members from participating in future procurements of the Authority for such period as may be determined in accordance with applicable Government rules and guidelines; and

vi. initiate any other legal or contractual action available under applicable law.

(2) The Authority shall not be liable for any loss, damage, cost or compensation arising out of such cancellation or termination.

4.13. Clarifications

(1) Bidders requiring any clarification regarding the RFP may submit their queries in writing through e-mail, in accordance with the Schedule specified in Bid Data sheet of this RFP. Queries received after the prescribed date and time may not be considered by the Authority.

(2) The Authority shall endeavour to issue responses, clarifications and/or corrigenda, wherever

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considered necessary, before the Bid Due Date. The responses to the queries, together with any amendments or clarifications, shall be published on the e-Procurement Portal and/or the official website of the Authority. Such responses shall not identify the source of the queries.

(3) The Authority shall endeavour to respond to all bona fide queries received within the prescribed time. However, the Authority reserves the right, at its sole discretion, to reject, modify or not respond to any query or request for clarification without assigning any reason. No Bidder shall have any claim on this account.

(4) The Authority may, at any time before the Bid Due Date, either on its own initiative or in response to a query raised by a Bidder, issue clarifications, interpretations, corrigenda or addenda to the RFP. All such clarifications, corrigenda and addenda shall form an integral part of the Bidding Documents and shall be binding on all Bidders.

(5) No verbal discussion, correspondence, representation or clarification given by any officer, employee, representative or advisor of the Authority shall be construed as modifying the provisions of the RFP or shall have any legal or contractual effect unless the same is issued in writing by the Authority through an official corrigendum, addendum or clarification.

4.14. Amendment of RFP

(1) At any time prior to the Bid Due Date, the State Transport Authority (STA), Odisha may, for any reason, whether on its own initiative or in response to a clarification sought by any prospective Bidder, amend, modify, supplement or clarify the provisions of this RFP by issuing a Corrigendum, Addendum, or Amendment.

(2) Any Corrigendum, Addendum or Amendment issued under this Clause shall be published on the designated e-Procurement Portal and/or the official website of the Authority. Such Corrigendum, Addendum or Amendment shall form an integral part of the Bidding Documents and shall be binding on all prospective Bidders. It shall be the responsibility of the Bidders to regularly check the e-Procurement Portal and the Authority's website for any updates prior to submission of their Bids.

(3) In order to provide prospective Bidders adequate time to take into account any Corrigendum, Addendum or Amendment while preparing their Bids, the Authority may, at its sole discretion, extend the Bid Due Date and/or any other milestone of the Bidding Process. Any such extension shall be notified through the e-Procurement Portal and/or the official website of the Authority.

4.15. Preparation and submission of Bids

4.15.1 Instructions to Bidders for Online bidding

(1) E-Procurement is the complete process of e-Tendering 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) These will invite for online Bids. Bidder Enrolment can be done using "Online Bidder Enrolment".

(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 the e- tendering portal as per uploaded bid.

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(4) More information useful for submitting online bids on may be obtained at: https://enivida.odisha.gov.in

(5) Bidders shall submit hard copies of EMD (Original Demand draft/BG) and Technical Bid documents to the address mentioned in the respective clause of this Bid document. Bidder shall not submit hard copy of FINANCIAL BID to STA Odisha. It shall be uploaded only on e-Procurement Platform.

(6) The Bidder shall upload the entire required documents specific to the Bid document in the e-Procurement Platform duly signing each and every document. The Bidder shall submit the hard copies of the Technical Bid to STA Odisha either personally before the timelines as indicated in this Tender document.

(7) Bidders shall also upload scanned copies of technical documents (DD/BG towards EMD/ Bid Security) as part of the Qualification Criteria of Bid on the e-Procurement Platform.

(8) STA Odisha shall not take any responsibility for any delay in receipt/non-receipt of original Certificates/ Documents from the Successful Bidder before the stipulated time. On receipt of documents, the Authority shall ensure the authenticity of certificates/documents uploaded by the Bidder in e-Procurement Platform, in support of the Qualification Criteria before execution of the Agreement.

4.15.2 Guidelines for registration on e-Nivida

(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) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(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.

(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.

(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.

(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.

(7) The scanned copies of all original documents should be uploaded in pdf format on portal https://enivida.odisha.gov.in

(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.

4.15.3 Searching for Tender Documents

(1) There is various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

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(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.

4.15.4 Pre-bid Meeting

(1) Pre-Bid Meeting 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.

(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.

4.15.5 Preparation of Bids

(1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

(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.

(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.

(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.

(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.

4.15.6 Submission of Bids

(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) 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.

(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.

(4) In case of BG bidder should prepare the BG as per the instructions specified in the tender

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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.

(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.

(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.

(7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(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.

(9) 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.

(10) Bidder shall also submit hard copies of technical bids at the address below:

(11) Address: **"THE TRANSPORT COMMISSIONER, ODISHA, STATE TRANSPORT AUTHORITY, 6TH FLOOR, RAJASWA BHAWAN, KATAKA, PIN-753002"**

(12) Only one hard copy Envelope consisting of technical bid to be submitted. Envelope Superscript **"Technical Bid for <<RFP Name: RFP No.>>**

(13) Technical Bid envelope shall have below listed documents.

a. Non-Refundable Tender Fee
b. EMD
c. Technical Bid documents along with Supporting Documents as defined in this RFP.

(14) A CD Drive/Pen Drive with all the scanned technical bid document along with the hard copy of bid also to be submitted by the bidder. The Bidder shall ensure that CD Drive/Pen Drive submitted by them is free from any malware/virus/trojan etc.

(15) No physical financial bid shall be submitted to the department ; only technical bid shall be submitted by the bidders.

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(16) The Bids shall be submitted only on the Bid Submission Date and time given in the RFB or its extended date notified through corrigendum. No bid shall be received after the submission date & time.

(17) The authority shall not be responsible for delays in post/courier, or any other case may arise while submitting the physical bid.

(18) The Transport Commissioner, Odisha, reserves the right to modify, change, amend & remove any conditions, clauses and information provided in this RFP. Any modification, changes or removal of any clause shall be notified by issuance of suitable corrigendum or addendum. And such corrigendum or addendum or both shall be hosted in the web portal www.odishatransport.gov.in and e-Nivida Website https://enivida.odisha.gov.in before bid submission date

4.15.7 Withdrawal and resubmission of Bid

(1) At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website as per standard procedures.

(2) No e-Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's EMD.

(3) The Bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new Bid submission summary generated after the successful submission of the revised Bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website.

(4) The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

(5) No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

4.15.8 For any clarification in using https://enivida.odisha.gov.in

(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) 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.

Phone No. 011-49606060, 9355030604,9355030613

Mail id: - odishaenivida@gmail.com

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4.16. Earnest Money Deposit - EMD (Bid Security)

(1) The Bidder shall furnish, as part of its Bid, a Bid Security **(Earnest Money Deposit - EMD) Rs: 80,00,000/- (Eighty Lakh Rupees Only)** in the form of demand draft or bank guarantee from any Scheduled Commercial bank or Nationalized Bank in India and drawn in favour of the "Transport Commissioner, Odisha" and payable at "Kataka", must be submitted along with the Proposal. The Bid Security may also be furnished in the form of an unconditional and irrevocable Bank Guarantee issued by any Scheduled Commercial Bank in India in favour of the State Transport Authority, Odisha, in the format prescribed at Annexure-I, or in any other form permitted under the applicable Government of Odisha/Government of India procurement guidelines.

(2) The Bank Guarantee shall remain valid for a period of not less than 90 (Ninety) days from the Bid Due Date, including a claim period of 30 (thirty) days, and may be extended, if required, with the mutual consent of the Authority and the Bidder.

(3) Where the Bank Guarantee is issued by a foreign bank, it shall be confirmed by a Scheduled Commercial Bank operating in India.

(4) The Bid Security may also be furnished through any other mode permitted under the applicable Government procurement rules, including Demand Draft, Banker's Cheque or online payment, if specifically provided in the Bid Data Sheet.

(5) The Bid Security shall be interest-free, and no interest shall be payable by the Authority on the amount deposited.

(6) Any Bid not accompanied by the prescribed Bid Security, unless specifically exempted under the applicable Government procurement rules, shall be treated as non-responsive and may be rejected by the Authority.

(7) The Bid Security of unsuccessful Bidders shall be refunded, without interest, as expeditiously as possible after finalization of the bidding process and award of the Contract, or cancellation of the bidding process, but not later than the period prescribed under the applicable procurement rules.

(8) The Bid Security of the successful Bidder shall be returned upon execution of the Agreement and submission of the prescribed Performance Security, unless adjusted against the Performance Security with the written consent of the Selected Bidder.

(9) The Authority may, at the request of the Selected Bidder, adjust the amount of Bid Security towards the Performance Security required under the Agreement.

(10) The Authority shall be entitled to forfeit the Bid Security, without prejudice to any other rights or remedies available under this RFP, the Agreement or applicable law, where the Bidder commits any of the defaults specified in this RFP.

4.16.1 Forfeiture of Bid Security/EMD

(1) The Bid Security may be forfeited under the following circumstances:

a) If the Bidder withdraws, modifies or withdraws any condition of its Bid during the period of Bid validity.

b) If the Bidder submits any false declaration, forged document, materially incorrect information or suppresses any material fact during the Bidding Process.

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c) If the Bidder engages in any corrupt, fraudulent, collusive, coercive, undesirable or restrictive practice as defined in this RFP.

d) If the Selected Bidder, after issuance of the Letter of Award (LoA), fails to:

   i. acknowledge and accept the Letter of Award within the stipulated period;

   ii. execute the Agreement within the prescribed period;

   iii. furnish the required Performance Security within the time specified in the Agreement; or

   iv. comply with any condition precedent required before execution of the Agreement.

e) If the Bidder fails to furnish any clarification, information or documentary evidence sought by the Authority within the time specified for evaluation of the Bid.

(2) If any other circumstance arises under this RFP that expressly provides for forfeiture of the Bid Security.

(3) Forfeiture of the Bid Security shall not prejudice the Authority's right to recover any additional loss or damage suffered, initiate appropriate legal proceedings, or debar the Bidder from future procurement processes in accordance with the applicable Government rules and guidelines.

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5. SECTION 5: OPENING AND EVALUATION OF TECHNICAL AND FINANCIAL BIDS

5.1. Opening and Evaluation of Technical Bids

(1) Transport Commissioner, Odisha (the authority) shall constitute a Tender Evaluation Committee to evaluate the bids/responses of the bidders.

(2) The Tender Evaluation Committee constituted by Transport Commissioner, Odisha shall evaluate the responses to the RFP and all supporting documents / documentary evidence. The Bidders' technical solution will be evaluated as per the requirements and evaluation criteria as spelt out in the RFP document.

(3) Transport Commissioner, Odisha reserves the right to do a reference check of the past credentials stated by the Bidder. Any feedback received during the reference check shall be considered during the technical evaluation process.

(4) The decision of the Tender Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained in this regard.

(5) The Authority shall open the Technical Bids received online on the Bid Due Date, at the place specified in the Bid Data Sheet above and in the presence of the Bidders who choose to attend.

(6) The names of the bidders, the presence or absence of the requisite EMD & Tender Fee, and such other details as STA may, at its discretion, deem appropriate, shall be announced at the opening.;

(7) The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP.

(8) 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.

(9) 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;

(10) 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;

(11) 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.

(12) Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are considered undesirable and may be construed as an indication of the bidder's lack of cost consciousness. Transport Commissioner, Odisha's interest is in the quality and responsiveness of the proposal.

5.2. Tests of responsiveness

(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 accompanied by the Tender Fee

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b) Technical Bid is accompanied by the EMD

c) Technical Bid is accompanied by information in formats as those specified in this RFP.

(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.

5.3. Evaluation Pre-Qualification Criteria

a) The bidders shall be evaluated based on the Pre-Qualification criteria mentioned in **Clause-4.5.1**.

b) The bidders should fulfil all the following eligibility criteria, as per details mentioned **Clause-4.5.1**. Bidders who fulfil all the Eligibility criteria, will be considered for further Technical Evaluation. The proposal failing to meet all the pre-qualification eligibility criteria shall be disqualified and shall not be considered for technical evaluation process. Decision of Authority shall be final in this matter and would be binding upon the bidder.

5.4. Evaluation of Technical Qualification Criteria

1) This shall be the second stage of the evaluation. Only those bidders who qualify for as per the pre-qualification shall be considered for technical evaluation.
2) In case of no response by the bidder to any of the requirements about the contents of the Technical Bid, he shall not be assigned any marks for the same.
3) Technical bid of the bidder shall be opened and evaluated for acceptability of Techno-functional requirements, deviations, and technical suitability. The bidders shall respond to the requirements as explained below for their evaluation about experience and qualification. Also, the bidder shall refer and respond to all technical requirements as mentioned in the RFP document.
4) The evaluation process would also include a presentation of technical proposal by the bidder.
5) Method of evaluation of selection of successful Bidder and award of Contract to bidder shall be on QCBS basis. **All the bidders who secure overall minimum of 70 marks out of 100 marks will be considered as technically qualified Technical Bidders.**
6) The Evaluation Committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the Bidders will be announced prior to the opening of the Financial Proposals.
7) The technical qualification criteria are based on the following components & Scoring methodology.

5.4.1 Technical Score:

The Bidder's Technical Score will be evaluated as per the specified requirements and adopting the following technical evaluation framework.

Sl. No.	Criteria	Parameter	Maximum marks	Supporting Documents
1	Financial Competency	The bidder or, in case of a Consortium, the Bidder together with its Consortium Members having average annual turnover during last 3 audited financial years (2022-23,2023-24, 2024-25) will be given	15	Audited Financial Statements for the last three (3) financial years (2022-23,2023-24, 2024-25) Certificate from Statutory Auditor

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<table>
<tr><th>Sl. No.</th><th>Criteria</th><th>Parameter</th><th>Maximum marks</th><th>Supporting Documents</th></tr>
<tr><td></td><td></td><td>preferences.

<table><tr><th>Average Annual Turnover</th><th>Marks</th></tr><tr><td>>= 05 Crores <= 15 Crores</td><td>05</td></tr><tr><td>>= 15 Crores <= 20 Crores</td><td>10</td></tr><tr><td>Above 20 Crores</td><td>15</td></tr></table></td><td></td><td>/ Chartered Accountant (with UDIN) certifying the Average Annual Turnover (Annexure-F)</td></tr>
<tr><td>2</td><td>Experience in EV Charging Infrastructure Sector</td><td><table><tr><th>Duration</th><th>Marks</th></tr><tr><td>Up to 02 years</td><td>05</td></tr><tr><td>Above 02 year to 03 years</td><td>07</td></tr><tr><td>More than 03 years</td><td>10</td></tr></table>
For the purpose of evaluation under this criterion:

For Charge Point Operators (CPOs): Experience shall be reckoned from the date of the first qualifying work order, agreement, commissioning certificate or operational certificate relating to development, installation, commissioning, operation or management of Public EV Charging Stations.

For Self-Owned / Self-Operated Public EV Charging Stations: Experience shall be reckoned from the date of the earliest qualifying electricity bill, CMS record, or commissioning document evidencing operation of the Public EV Charging Station.

For EV Charger / EVSE Manufacturers: Experience shall be reckoned from the date of the earliest qualifying supply order, purchase order, work order, commissioning certificate, completion certificate or client certificate evidencing supply, installation or commissioning of EV chargers/EVSE.

For Bidders having supplied, installed and commissioned EV Charging Infrastructure for Government Departments, PSUs, ULBs, OMCs, Charge Point Operators (CPOs), Private Entities or other Clients: Experience shall be reckoned from the date of the earliest qualifying work order, purchase order, commissioning certificate, completion certificate or client certificate evidencing deployment of EV charging</td><td>10</td><td>For CPOs operating Government/PSU/ULB/Public Authority Projects:

• Notarized copy of self-declaration as per Annexure-E.
• Work Orders / Agreements.
• Commissioning Certificates, Operational Certificates, CMS Reports or Site Reports.

For Self-Owned / Self-Operated Public EV Charging Stations:

• CMS Reports.
• Electricity Bills.
• Ownership / Lease / Rental Documents.
• Notarized copy of self-declaration as per Annexure-E.

For EV Charger / EVSE Manufacturers and Bidders supplying EV Charging Infrastructure to Government Departments, PSUs, ULBs, OMCs, CPOs, Private Entities or other Clients:

• Notarized copy of self-declaration as per Annexure-E.
• Supply Orders / Purchase Orders / Client Certificates.
• Commissioning Certificates, Completion Certificates or Client Certificates evidencing deployment of EV charging infrastructure.

For Consortiums:

• Notarized copy of self-</td></tr>
</table>

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<table>
<tr><th>Sl. No.</th><th>Criteria</th><th>Parameter</th><th>Maximum marks</th><th>Supporting Documents</th></tr>
<tr><td></td><td></td><td>infrastructure.

For Consortiums: Experience of the Consortium Members shall be considered on a cumulative basis. Experience shall be evaluated based on the experience of the Consortium Member from whom the relevant experience is being claimed.</td><td></td><td>declaration as per Annexure-E.
• The respective Consortium Member shall submit supporting documents applicable to the experience, technical capability, manufacturing capability, operational capability or other credentials being relied upon by the Consortium for meeting this criterion.</td></tr>
<tr><td>3</td><td>Operational Experience in Public EV Charging Capacity (Cumulative)</td><td><table><tr><th>Cumulative installed capacity</th><th>Marks</th></tr><tr><td>>= 6400 kW <= 9000 kW</td><td>05</td></tr><tr><td>>9000 kW <= 12500 kW</td><td>10</td></tr><tr><td>> 12500 kW</td><td>15</td></tr></table>
For the purpose of calculating cumulative installed charging capacity:

For Charge Point Operators (CPOs): Capacity shall be calculated based on the cumulative rated capacity (kW) of Public EV Charging Stations developed, installed, commissioned, operated or managed by the Bidder.

For Self-Owned / Self-Operated Public EV Charging Stations: Capacity shall be calculated based on the cumulative rated capacity (kW) of chargers installed, commissioned and operational at such locations.

For EV Charger / EVSE Manufacturers: Capacity shall be calculated based on the cumulative rated capacity (kW) of EV chargers/EVSE supplied, installed and commissioned by the Manufacturer against client work orders, supply orders, commissioning certificates, completion certificates or client certificates.

For Consortiums: The installed charging capacity, manufacturing experience and operational experience of the Consortium Members shall be considered on a cumulative basis.</td><td>15</td><td>For CPOs operating Government/PSU/ULB Projects or private entity:
• Notarized copy of self-declaration as per the prescribed format Annexure-E.
• Work Orders / Agreements.
• Commissioning Certificates, Client / owner certificate of satisfactory operation and maintenance, CMS Reports or Site Reports.

For Self-Owned / Self-Operated Public EV Charging Stations:
• CMS Reports.
• Electricity Bills.
• Ownership / Lease / Rental Documents/ CPO Agreements.
• Details of Charging Station Locations.
• Client / owner certificate of satisfactory operation and
• maintenance
• Notarized copy of self-declaration as per the prescribed format Annexure-E.

For EV Charger / EVSE Manufacturers:
• Notarized copy of self-declaration as per the prescribed format Annexure-E.
• Supply Orders / Purchase Orders / Client Certificates evidencing supply of EV Chargers/EVSE.
• Commissioning Certificates, Completion</td></tr>
</table>

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<table>
<tr><th>Sl. No.</th><th>Criteria</th><th>Parameter</th><th>Maximum marks</th><th>Supporting Documents</th></tr>
<tr><td></td><td></td><td></td><td></td><td>Certificates or Client Certificates evidencing deployment of the supplied chargers & satisfactory maintenance of supplied chargers.

For Consortiums:
• Notarized copy of self-declaration as per the prescribed format Annexure-E.
• The respective Consortium Member shall submit supporting documents applicable to the experience, technical capability, manufacturing capability, operational capability or other credentials being relied upon by the Consortium for meeting this criterion.</td></tr>
<tr><td>4</td><td>Operational Experience in Public DC Charging Capacity</td><td><table><tr><th>Installed capacity of DC Chargers</th><th>Marks</th></tr><tr><td>>= 3200 kW <= 6400 kW</td><td>05</td></tr><tr><td>>6400 kW <= 9600 kW</td><td>10</td></tr><tr><td>> 9600 kW</td><td>15</td></tr></table>
For the purpose of calculating DC charging capacity:

For Charge Point Operators (CPOs): Capacity shall be calculated based on the cumulative rated capacity (kW) of DC Chargers (≥30 kW) installed, commissioned, operated or managed by the Bidder.

For Self-Owned / Self-Operated Public EV Charging Stations: Capacity shall be calculated based on the cumulative rated capacity (kW) of DC Chargers (≥30 kW) installed, commissioned and operational at such locations.

For EV Charger / EVSE Manufacturers: Capacity shall be calculated based on the cumulative rated capacity (kW) of DC Chargers (≥30 kW) supplied, installed and commissioned by the Manufacturer against supply orders/ work orders

For Consortiums: The DC charging capacity, manufacturing experience and operational experience of the Consortium Members shall be considered on a</td><td>15</td><td>For CPOs operating Government/PSU/ULB Projects or private entity:
• Notarized copy of self-declaration as per the prescribed format Annexure-E.
• Work Orders / Agreements.
• Commissioning Certificates, Client / owner certificate of satisfactory operation and maintenance, CMS Reports or Site Reports.

For Self-Owned / Self-Operated Public EV Charging Stations:
• CMS Reports.
• Electricity Bills.
• Ownership / Lease / Rental Documents/ CPO Agreements.
• Details of Charging Station Locations.
• Client / owner certificate of satisfactory operation and
• maintenance
• Notarized copy of self-declaration as per the prescribed format Annexure-E.

For EV Charger / EVSE Manufacturers:
• Notarized copy of self-declaration as per the prescribed format Annexure-E.</td></tr>
</table>

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<table>
<tr><th>Sl. No.</th><th>Criteria</th><th>Parameter</th><th>Maximum marks</th><th>Supporting Documents</th></tr>
<tr><td></td><td></td><td>cumulative basis.</td><td></td><td>• Supply Orders / Purchase Orders / Client Certificates evidencing supply of EV Chargers/EVSE.
• Commissioning Certificates, Completion Certificates or Client Certificates evidencing deployment of the supplied chargers & satisfactory maintenance of supplied chargers.

For Consortiums:
• Notarized copy of self-declaration as per the prescribed format Annexure-E.
• The respective Consortium Member shall submit supporting documents applicable to the experience, technical capability, manufacturing capability, operational capability or other credentials being relied upon by the Consortium for meeting this criterion.</td></tr>
<tr><td>5</td><td>Operational Public EV Charging Stations</td><td>The Bidder (or, in case of a Consortium, the Bidder together with its Consortium) shall have operational/functional public EV charging stations in India.

<table><tr><th>No. of Operational public EV charging stations</th><th>Marks</th></tr><tr><td>>= 85 <= 130</td><td>05</td></tr><tr><td>>130 <= 170</td><td>10</td></tr><tr><td>More than 170</td><td>15</td></tr></table></td><td>15</td><td>For CPOs operating Government/PSU/ULB/Public Authority or Private entity Projects:

• Notarized copy of Self-declaration by the Authorized Signatory as per Annexure-E.
• Work Orders / Agreements.
• Commissioning Certificates, Client / owner certificate of satisfactory operation and maintenance, CMS Reports or Site Reports.

For Self-Owned / Self-Operated Public EV Charging Stations:

• Details of charging station locations as per Annexure-E.
• CMS Reports.
• Electricity Bills in owners name</td></tr>
</table>

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<table>
<tr><th>Sl. No.</th><th>Criteria</th><th>Parameter</th><th>Maximum marks</th><th>Supporting Documents</th></tr>
<tr><td></td><td></td><td></td><td></td><td>• Ownership / Lease / Rental Documents.
• Self-certification evidencing operation of the charging stations.

For EV Charger / EVSE Manufacturers:

• Notarized copy of Self-declaration by the Authorized Signatory as per Annexure-E.
• Supply Orders / Purchase Orders / Work Orders evidencing supply of EV Chargers/EVSE.
• Commissioning Certificates, Completion Certificates, Client Certificates or equivalent documentary evidence evidencing deployment of the supplied chargers & satisfactory maintenance of supplied chargers

For Consortiums:
• The respective Consortium Member shall submit supporting documents applicable to the experience, technical capability, manufacturing capability, operational capability, or other credentials being relied upon by the Consortium for meeting this criterion.
• Consolidated experience and capacity details shall be furnished in the format prescribed under Annexure-E.</td></tr>
<tr><td>6</td><td>Technical Presentation before Tender Evaluation Committee</td><td>Evaluation committee will study the functionality, methodology and award marks for and Proof of Concept (PoC)
<table><tr><th>Sl. No.</th><th>Presentation Component</th><th>Marks</th></tr><tr><td>1</td><td>Overall Implementation</td><td>06</td></tr></table></td><td>30</td><td>Evaluation committee will study the functionality, methodology and award marks for and Proof of Concept (PoC)</td></tr>
</table>

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Sl. No.	Criteria	Parameter			Maximum marks	Supporting Documents
			Methodology (site readiness, timelines, coordination with DISCOMs & local authorities)			
		2	Strategy to Achieve High Charger Utilization & Revenue Optimization	06		
		3	Technology Solution (charger technology, CMS, cybersecurity, scalability, OCPP compliance)	06		
		4	O&M Strategy (uptime assurance, fault response, spares, manpower deployment)	06		
		5	Past Learnings & Risk-Mitigation Measures for large public charging rollouts	06		
			Total	**30**		
TOTAL					**100**	
Qualifying Marks					**70**	

Note: For the purpose of evaluation under the criterion **3 & 4**, the charging capacity may be derived cumulatively from one or more of the following:

- Public EV Charging Stations owned and operated by the Bidder; and/or
- Public EV Charging Stations developed, installed, commissioned, operated or managed by the Bidder for Government Departments, PSUs, ULBs, OMCs, private entities or other clients; and/or
- EV charging infrastructure supplied, installed and commissioned by the Bidder for Government Departments, PSUs, ULBs, OMCs, Charge Point Operators (CPOs), private entities or other clients.

Such experience shall be considered on a cumulative basis subject to submission of documentary evidence.

Important Notes on Scoring:

- The Bidder/The Consortium need to submit checklist with proper indexing, failing of which may lead to disqualification.
- Scoring shall be carried out only after verification of eligibility and documentary proof.
- Fractional marks shall not be awarded.
- The decision of the Evaluation Committee shall be final and binding.

5.5. Opening and Evaluation of Financial Bids

a) The commercial bids shall not be opened by Transport Commissioner, Odisha until the evaluations of technical bids have been completed. The technically shortlisted Bidders will be informed of the date and venue of the opening of the Financial Bids through email or written communication.

b) The Service Charge quoted by the Bidder shall remain firm for an initial period of two (2) years

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from COD. Thereafter, the Service Charge shall be revised once every two (2) years based on the average Consumer Price Index (CPI) during the immediately preceding two financial years ending on 31st March.

Illustration:

(1) The Service Charge quoted by the Bidder shall remain firm for an initial period of two (2) years from the Commercial Operation Date (COD).

(2) Thereafter, the Service Charge shall be revised once every two (2) years during the Contract Period based on the average increase in the Consumer Price Index (CPI) during the immediately preceding two financial years ending on 31st March of the relevant year.

(3) The revised Service Charge shall ordinarily become effective from month of June of the relevant year and shall remain applicable until the next scheduled revision.

(4) The revised Service Charge shall be calculated using the following formula:
Revised Service Charge = Existing Service Charge + (Existing Service Charge × Average CPI (%))

(5) No revision other than the CPI-linked revision specified herein shall be admissible during the Contract Period.

(6) The applicable CPI for each revision period shall be determined by STA Odisha based on published CPI data by the competent authority, and the revised Service Charge shall be communicated to the Selected Bidder before implementation.

c) An adjustable price quotation or conditional proposal shall be treated as non-responsive, and the bid may be rejected.

d) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the financial proposals are received.

e) Financial Bids determined to be responsive will be checked by STA Odisha for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.

f) The amount stated in the Financial Bid will be adjusted by the authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, their e-Bid will be rejected, and his EMD shall be liable for forfeiture in accordance with Clause 4.14.1.

g) 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 locations as per the format prescribed by **Annexure-H**

5.6. Selection of Bidder

(1) Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS). A weightage of 60% shall be awarded for Technical Bid Score and a weightage of 40% shall be awarded for Financial Bid Score.

(2) The bidder will be technically evaluated out of 100 marks. All the bidders who secure overall minimum of 70 marks (out of 100 marks) will be considered as technically qualified Technical Bidders. Technical score of all bidders shall be calculated on the basis of the following formula:

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Technical Score of bidders (TS) = Technical Marks received by the bidder x 60%

(3) The Bid having the Lowest Financial Quote shall be termed as the Lowest Evaluated Bid (L1) and will be awarded 100 marks and a Financial Score of 40 marks. Financial score of all the other bidders will be calculated on the basis of the following formula:

$$\textbf{Financial score of bidders (FS)} = \frac{\textbf{Financial Quote of the lowest bidder x 100 x 40\%}}{\textbf{Financial Quote of the bidder}}$$

(4) **Final Score of the bidder**: Final Score of each bidding party will be computed by adding the technical score and Financial Score on the basis of the following formula:

Total Score = Technical Score (TS) + Financial score (FS)

(5) The bidder whose bid has secured the **"Highest Total Score"** out of 100 as per above evaluation will be considered as Most responsive bid **(H1)**

(6) In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for negotiations.

(7) Transport Commissioner, Odisha is not bound to accept the Most responsive bid or any bid and reserves the right to accept any bid, wholly or in part.

(8) In case if H1 Bidder refuses to enter into the Agreement with the Authority, H-2 will be asked to match both the Moderate/Slow and Fast Charger bid of H1. It should be noted that H-2 cannot offer to match the price quoted of anyone type of charger but will have to mandatorily match the H1 price of both types of chargers. If H2 agrees to match, they will be awarded the project. However, H-2 will have the right of refusal.

(9) 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.

(10) 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 by the Authority or in the LoA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

(11) The Authority/ STA Odisha or the Transport Commissioner Odisha reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of work and thereby without incurring any liability to the affected bidder or bidders.

5.7. 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

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Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

5.8. Correspondence with Bidder

(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.

(2) 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) 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.

5.9. Confidentiality

a) Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising STA in relation to or matters arising out of or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.

b) STA shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. STA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or STA or as may be required by law or in connection with any legal process

5.10. Execution Plan and Pre-Implementation Activities

(1) The Successful Bidder shall undertake initial project planning and preparatory activities and submit a detailed Operationalisation Plan, including:

a) Site surveys

b) Communication protocols

c) Preliminary designs and drawings

d) Statutory approvals and DISCOM applications

e) Vendor finalization

f) Procurement schedules

g) Project timelines

h) Safety and quality plans

5.11. Execution of Service Agreement

The Successful Bidder shall execute the Service Agreement with STA, Odisha within fifteen (15) days from the date of acceptance of the LOA. The Service Agreement shall be executed in accordance with the draft agreement and terms and conditions provided in the RFP, without any deviation. Failure or refusal to execute the Service Agreement within the stipulated period shall not be permitted and may

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result in cancellation of the award and forfeiture of the EMD, at the discretion of Transport Commissioner, Odisha

5.12. Billing and payment requirements

(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.

(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 Annexure-Q.

(3) Payment- BHIM, UPI, NFC, RFID and mobile wallet/App based compliant mobile application payment.

5.13. Financial Terms

5.13.1 Payment Terms of Land use Charges to Authority

(1) The Concessionaire will sign a Concession Agreement with the Authority and Concessionaire.

(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 Electric Vehicles through Charging Stations and for charging battery swapping facilities. This does not include power consumed for ancillary purposes like office, lighting etc. ("The units sold from the application software deployed by the Charge Point Operator (CPO), shall be used for calculation of charging units consumed.")

(3) The Selected Bidder shall remit all applicable charges, penalties, and other dues (including applicable taxes) to STA on a monthly basis through electronic transfer modes, namely RTGS/NEFT, into the account designated by STA Odisha, subject to prior approval of STA and in accordance with the procedures prescribed in this regard.

(4) The reconciliation of charges and other dues shall be carried out on an annual basis at the end of each financial year. Based on such reconciliation, the adjusted amount payable to STA Odisha, if any, shall be paid by the CPO along with the charges payable for the subsequent month.

(5) Payment shall be made free from all claims, demands, set offs and counter claims of any kind against the STA Odisha.

(6) The procedure for payment of Land Use Charges to the Authority as per following:

   (a) The Concessionaire shall pay the Authority a monthly 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.
   (b) The Successful bidder 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

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made available at the relevant OERC published tariff through a separate meter.

(c) The Concessionaire shall make payment for the Land Use Charges to the Authority within first week of the succeeding month.

5.13.2 Performance Bank Guarantee/Performance Security

(a) The Selected Bidder shall furnish a Performance Security amounting to INR 2,00,00,000 (Rupees Two Crores), prior to execution of the Service Agreement only in the form of Bank Guarantee (BG) according to the format specified **Annexure I(A)** of the RFP.

(b) The Performance Security shall remain valid up to six (6) months beyond the expiry of the Contract Period and the claim period shall extend for a further period of six (6) months thereafter, during which the STA Odisha shall have the right to invoke the Guarantee. The Performance Security shall be refunded after final settlement of all dues and obligations, without payment of any interest.

(c) Non- submission of Performance Security by Successful Bidder(s) may lead to cancellation of Letter of Award (LoA) of such Successful Bidder(s) and thereafter provision of forfeiture of EMD shall be applicable.

(d) The Successful Bidder shall execute the Service Agreement at its own cost on appropriate stamp paper prior to commencement of work. The Agreement shall not be executed unless the Performance Security has been duly furnished

(e) STA Odisha shall have the right to deduct any dues, penalties, or recoveries arising under the Agreement from the Performance Security, in accordance with the terms of this RFP and the Service Agreement.

(f) In the event of any such deduction, the Bidder shall replenish the Performance Security to the original required amount within fifteen (15) days from the date of notice. Failure to do so shall constitute a Bidder event of default, entitling STA Odisha to take appropriate action in accordance with the RFP and the Service Agreement.

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6. Section 6: GENERAL CONDITIONS OF CONTRACT

These conditions shall be part of the Service agreement:

6.1. General Provisions

6.1.1 Governing law and jurisdiction

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of bid has been issued. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the district court located in Kataka, Odisha, India.

6.1.2 Notices

Any notice, request or consent required or permitted to be given or made pursuant to these general conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.

A party may change its address for notice hereunder by giving the other party notice in writing of such change to the address mentioned.

6.1.3 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the Authority, or the Successful Bidder may be taken or executed by the officials as formally designated by each party.

6.1.4 Taxes and Duties

All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted for onward remittance to the Government. The Bidder shall indemnify STA Odisha from any claims that may arise from the statutory authorities in connection with this Contract.

6.1.5 Fraud and Corrupt Practices

a) The Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of Service Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Service Agreement, the authority may reject a Bid, withdraw the LOA, or terminate the Service Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or CPO, as the case may be, if it determines that the Bidder or CPO, as the case may be, has, 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, STA Odisha shall been titled to forfeit & appropriate EMD or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy available to STA Odisha under Bidding Documents and/ or Service Agreement, or otherwise.

b) Without prejudice to the rights of STA under Clause 6.1.5 (a) hereinabove and the rights and

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remedies which STA may have under the LOA or the Service Agreement, or otherwise if a Bidder or CPO, as the case may be, is found by STA 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 Service Agreement, such Bidder or CPO shall not be eligible to participate in any bid or RFP issued by STA during a period of 3 (three) years from the date such Bidder is found by STA to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

c) For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
    i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
    ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.
    iii. "Collusive practices" means a scheme or arrangement between the Bidder, with or without the knowledge of the STA, designed to establish prices at artificial, non-competitive levels.
    iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.

d) Measures to be taken:
    i. The authority shall have right to cancel the engagement of the Bidder, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

6.2. COMPLETION, MODIFICATION, FORCE MAJEURE AND TERMINATION OF CONTRACT

6.2.1 Effective Date

This Agreement shall come into effect on the date it is duly signed by both Parties ("Effective Date"). From this date, the terms and conditions governing the relationship between the Parties shall be binding.

6.2.2 Lock-in Period:

Refer to Clause 2.2

6.2.3 Commercial Operation Date (COD)

Commercial Operation Date (COD) for each Location refers to the date on which the charging station is deemed fully commissioned, tested, and ready for commercial operations, and is capable of delivering services. COD certification will be issued jointly by STA Odisha or it's representative and CPO, subject to test report & integration to National Unified Hub that must be validated by MHI dashboard. For the purpose of Commercial Operation Date (COD) certification, the Bidder shall submit a No Objection Certificate (NOC) of electrical safety and concerned DISCOM to STA Odisha.

6.2.4 COD Extension

a) Extension of the Commercial Operation Date (COD) shall be considered only in cases where the delay is demonstrably attributable to the DISCOM, such as delays in upstream infrastructure

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works, approvals, clearances, or other dependencies falling within the scope of the DISCOM.

b) The Bidder shall submit a written request for such extension, supported by:
    i. Detailed justification of the delay; and
    ii. Documentary evidence establishing that the delay is not attributable to the Bidder.
c) STA Odisha shall examine such request and may, at its discretion, grant an extension based on the merits of the case and adequacy of the supporting documentation, STA may seek report from respective DISCOM for verification.
d) No extension of COD shall be granted for delays attributable to the Bidder, including but not limited to inefficiencies in execution, inadequate planning, or shortage of resources.

6.2.5 Modifications or Variations

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

6.2.6 Force Majeure

Notwithstanding the provisions of clause on Termination and Delay in CPO Performance, the CPO shall not be liable for forfeiture of his Performance Security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the Agreement is caused due to circumstances beyond his reasonable control and is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the CPO and not involving the CPO fault or negligence and not foreseeable. Such events may be inclusive, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the CPO shall as soon as practicably possibly notify the STA Odisha in writing of such conditions and the cause thereof. Unless otherwise directed by the STA Odisha, the CPO shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.2.7 Material breach of contract / Events of Default

Following shall be considered Material Breach of the Contract by Bidder resulting in Bidder's Events of Default:

a) If at any time during the subsistence of the Agreement, there is non-conformity to the Agreement or any time during the Agreement, the Bidder indicates its unwillingness to abide by any clause of this Agreement or repudiates the Agreement.
b) If the Bidder fails to pay Land use charges or other amounts due to STA Odisha.
c) If the Bidder is in persistent non-compliance of the instructions of STA Odisha.

6.2.7.1 If any of the above Material Breach and Bidder Events of Default happens, then

a) STA shall issue a written notice to the Selected Bidder requiring it to cure any default within the cure period specified under the relevant provisions of this RFP. In the event that the Selected Bidder fails to cure the default, and such default continues after the issuance of two (2) consecutive notices, STA shall be entitled to terminate the Service Agreement by issuing a thirty (30) days' prior written notice. The two (2) consecutive cure notices shall be issued with a minimum interval of fifteen (15) days between each notice. For the avoidance of doubt, it is clarified that the cure period applicable to each default shall be as specified in the relevant clauses and sub-clauses of this RFP.

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b) In all other cases of Bidder's event of default where specific cure is not provided, STA shall issue to the Bidder the two (2) consecutive cure notices with a minimum interval of fifteen (15) days between each notice to cure the default. If the Bidder fails to cure the default, STA Odisha after giving a final 30 days' notice shall be entitled to terminate the Service Agreement.

c) In the event of a default by the Bidder on operational grounds, STA shall issue notices requiring the Bidder to cure such default. If the Bidder fails to remedy the default after the issuance of two (2) consecutive notices, STA shall be entitled to terminate the Service Agreement by providing a final notice of thirty (30) days. The two (2) consecutive notices to cure the default on operational grounds shall be issued with an interval of thirty (30) days between each notice. In the event the Bidder fails to cure the default within the respective notice periods, STA shall have the right, upon issuance of the final thirty (30) days' notice, to terminate the Service Agreement.

Operational Grounds shall include circumstances such as persistent non-operation of EV chargers, failure to meet prescribed uptime or performance standards.

d) The Performance Security deposit will be forfeited after adjusting outstanding dues payable to STA, if any. The Bidder voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard, then equipment etc. shall become property of STA at "0"/nil value.

6.2.8 Handing over on Completion/Termination

a) In case of Completion/termination of the agreement, the Bidder shall hand over to STA or its authorized representative peaceful vacant possession of all Locations. The Bidder shall, at its own cost, remove all the charging equipment etc. from STA premises (Locations under this RFP) within 30 days of issue of completion. No charges shall be levied for this grace period of 30 days. In the event that the Bidder fails to vacate the premises within the Grace Period, a penalty of INR 5,000 (Rupees Five Thousand only) per day, plus applicable taxes, shall be levied for a maximum period of fifteen (15) days or up to an aggregate cap of INR 1,00,000 (Rupees One Lakh only) per Location, whichever is earlier. If the Bidder continues to occupy the premises beyond the aforesaid period, STA shall have the right to take over and take possession of the equipment and installations at the site at zero (nil) value, without any compensation to the Bidder and with STA having full control over use or disposal of said equipment and installations.

b) In case of termination of the agreement for a Location(s), including termination under Clause 6.2.7.1, the Bidder shall hand over to STA or its authorized representative peaceful possession of that Location(s) including charging equipment etc

7. SECTION-7 : SERVICE LEVEL AGREEMENTS (SLAS)

a) The Selected Bidder shall establish, operate, and maintain the EV Public Charging Stations (EVPCS) in accordance with the Performance Standards specified herein. These Service Level Agreements (SLAs) are intended to ensure timely project implementation, quality installation, operational reliability, and user satisfaction throughout the Contract Period.

b) Failure to comply with the prescribed SLAs shall attract penalties as specified below. The penalties specified herein are without prejudice to STA Odisha's right to invoke Performance Security, recover damages, suspend payments, or take any other action available under the Agreement.

c) The aggregate penalties levied under this SLA shall not relieve the Selected Bidder from its

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obligation to rectify the deficiency and achieve the prescribed performance standards.

7.1. Table for Service Level Agreements (SLAs) and Performance Standards

The Selected Bidder shall comply with the Performance Standards and Service Level Requirements specified herein. Non-compliance shall attract penalties and other actions as provided in this RFP.

Sl. No.	SLA Parameter	Performance Requirement	Penalty	Further Action
1	Achievement of Commercial Operation Date (COD)	The Selected Bidder shall complete installation, commissioning, energization and onboarding of all approved chargers within **180 days** from the date of handover of the respective Location(s). **Note:** Where any Location is found to be unavailable, unsuitable, inaccessible, encumbered, or otherwise not feasible for implementation, STA Odisha may, at its sole discretion, de-scope such Location and/or provide an alternative Location in accordance with the provisions of the RFP. In such cases, the timeline for achieving COD shall be reckoned from the date of handover of the alternative Location.	Rs. 2,000 per EVPCS per day of delay.	If delay exceeds 90 days beyond the prescribed COD, STA Odisha may encash Performance Security, cancel affected Locations, or terminate the Agreement.
2	Installation Quality and Technical Compliance	EVPCS/BSS shall be installed in accordance with approved drawings, technical specifications, PM E-DRIVE Guidelines, applicable standards, and statutory requirements.	₹10,000 per instance of non-compliance.	Defect to be rectified within 15 days.
3	Defective Civil Works	Poor workmanship including defective foundations, pavement restoration, drainage, trenching, fencing, signage bases, or other civil works.	₹10,000 per deficiency per Location.	Rectification at Bidder's cost within prescribed timeline as directed by the Authority depending upon the defects.

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Sl. No.	SLA Parameter	Performance Requirement	Penalty	Further Action
4	Electrical Safety Non-Compliance	Defective earthing, improper cable termination, inadequate protection systems, unsafe electrical works, or non-compliance with CEA/BIS standards.	₹10,000 per instance.	Commissioning may be withheld until rectification. Rectification at Bidder's cost within prescribed timeline as directed by the Authority depending upon the defects.
5	Non-Compliant EV Charger Installation	Installation of charger/EVSE not conforming to approved specifications or PM E-DRIVE requirements.	₹25,000 per charger.	Replacement at Bidder's cost.
6	Failure to Rectify Defects	Failure to rectify deficiencies identified during inspection within the stipulated period.	₹2,000 per day per defect.	Continued non-compliance may be treated as Bidder Default.
7	Monthly EVPCS Uptime*	Minimum monthly uptime of 90% for each EVPCS/BSS.	₹2,000 per EVPCS for every 1% shortfall below 90%.	Further action as per Sl. No. 8 and 9 of this table.
8	Persistent Low Uptime	Uptime below 85% for an EVPCS/BSS.	Penalty under Sl. No. 7 shall continue.	If uptime remains below 85% for 3 consecutive months, STA Odisha shall wholly or partly forfeit the Performance Security as deemed fit.
9	Chronic non-performance	Uptime below 85% for 6 consecutive months.	If uptime remains below 85% for 6 consecutive months, STA Odisha shall forfeit the Performance Security & terminate the contract agreement with the Second Party.	

***Uptime (%)** means the percentage of time during a calendar month for which an EV Public Charging Station remains fully operational and available for public charging services, as measured through the Charging Management System (CMS) and validated by STA Odisha.

7.2. Exclusions from SLA Penalties

The following periods shall be excluded while computing delays, uptime, or performance compliance, provided adequate documentary evidence is furnished by the Selected Bidder and accepted by STA Odisha:

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a) Delay in handing over the allotted site(s) by STA Odisha.
b) Delay in issuance of electricity connection, energization, transformer installation, augmentation works, or grid availability attributable to the concerned DISCOM (Certified by the DISCOM)
c) Force Majeure events as defined under the Agreement.
d) Planned shutdowns directed by STA Odisha, DISCOM, Electrical Inspectorate, MHI, or any competent authority.
e) Court orders, injunctions, or restrictions imposed by statutory authorities affecting project implementation.
f) Downtime arising from failure or non-availability of Government-operated systems such as the PM E-DRIVE Portal, National Unified Hub, or other designated platforms, provided charging services remain available to users.
g) Prolonged power supply interruptions duly certified by the concerned DISCOM.
h) Any delay or disruption caused directly by instructions issued by STA Odisha requiring modifications in design, layout, charger configuration, or implementation methodology.

8. SECTION 8: MISCELLANEOUS

(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.

(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.

(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.

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9. SECTION 9: ANNEXURES

9.1. Annexure-A (LIST OF LOCATIONS & CHARGERS MIX)

#	District	City	Type	Category	City/Highway	Location Name	Latitude	Longitude	12kW Chargers	60kW Chargers	240kW Chargers	BSS Rating (kW)	Total Load (kW)
1	KHORDHA	Bhubaneshwar	EVPCS	A	City	Bhubaneswar Development Authority (BDA)	20.275381	85.834594	2	3	0	0	204.00
2	KHORDHA	Bhubaneshwar	EVPCS	A	City	Lok Seva Bhawan – Home Department	20.270554	85.828994	2	3	0	0	204.00
3	KHORDHA	Bhubaneshwar	EVPCS	A	City	Kharavel Bhawan (Multiple Departments)	20.273181	85.826037	2	3	0	0	204.00
4	KHORDHA	Bhubaneshwar	EVPCS	A	City	Krushi Bhavan – Dept. of Agriculture & Farmers' Empowerment	20.274697	85.828262	2	3	0	0	204.00
5	KHORDHA	Bhubaneshwar	EVPCS	A	City	Aayakar Bhawan – Income Tax Department (Odisha Region)	20.296504	85.847854	2	3	0	0	204.00
6	KHORDHA	Bhubaneshwar	EVPCS	A	City	Heads of Departments Building (Na Tala)	20.272084	85.828326	2	3	0	0	204.00
7	KHORDHA	Bhubaneshwar	EVPCS	A	City	Jayadev Bhawan (Soochana Bhawan) – I&PR Auditorium Complex	20.268093	85.831214	2	3	0	0	204.00
8	CUTTACK	CUTTACK	EVPCS	A	City	New District collectorate campus ctc Near peta nala CDA SEC-6	20.476737	85.844698	2	3	0	0	204.00
9	CUTTACK	CUTTACK	EVPCS	A	City	Income Tax Department – Offices	20.481142	85.871698	1	1	0	0	72.00

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#	District	City	Type	Category	City/Highway	Location Name	Latitude	Longitude	12kW Chargers	60kW Chargers	240kW Chargers	BSS Rating (kW)	Total Load (kW)
						& Aayakar Seva Kendra, Cuttack							
10	CUTTACK	CUTTACK	EVPCS	A	City	Odisha Vigilance Directorate, Cuttack	20.477569	85.884674	1	1	0	0	72.00
11	CUTTACK	CUTTACK	EVPCS	A	City	OSAP 6th Battalion Headquarters, OMP, Cuttack	20.456662	85.903965	1	1	0	0	72.00
12	CUTTACK	CUTTACK	EVPCS	A	City	Cuttack Development Authority (CDA) – Arunodaya Bhawan	20.453	85.889678	1	1	0	0	72.00
13	ANUGUL	Angul	EVPCS	A	City	Collector Office, Angul	20.838765	85.096216	2	2	0	0	144.00
14	PURI	PURI	EVPCS	A	City	Office of the Collector & District Magistrate, Puri	19.798336	85.827077	2	2	0	0	144.00
15	PURI	PURI	EVPCS	A	City	Gopabandhu Ayurveda Mahavidyalaya & Teaching Hospital, Puri	19.807475	85.834194	2	2	0	0	144.00
16	PURI	PURI	EVPCS	A	City	Raj Bhavan, Puri	19.797679	85.828752	2	3	0	0	204.00
17	BALESHWAR	Balasore	EVPCS	A	City	Collectorate building	21.502888	86.92757	2	2	0	0	144.00
18	JAJAPUR	Kalingan agar	EVPCS	A	City	Kalinga Nagar Development Authority Office	20.965127	86.118385	2	2	0	0	144.00
19	KHORDHA	Bhubaneshwar	EVPCS	B	City	Ekamra College	20.23351	85.818017	2	3	0	0	204.00
20	KHORDHA	Bhubaneshwar	EVPCS	B	City	Government College of Physical Education	20.239722	85.753928	2	3	0	0	204.00

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#	District	City	Type	Category	City/Highway	Location Name	Latitude	Longitude	12kW Chargers	60kW Chargers	240kW Chargers	BSS Rating (kW)	Total Load (kW)
21	KHORDHA	Bhubaneshwar	EVPCS	B	City	Government Ayurvedic College and Hospital	20.252166	85.838033	2	3	0	0	204.00
22	KHORDHA	Bhubaneshwar	EVPCS	B	City	Pathani Samanta Planetarium	20.298086	85.832938	1	1	0	0	72.00
23	KHORDHA	Bhubaneshwar	EVPCS	B	City	Regional Plant Resource Centre / Ekamra Kanan Campus	20.298343	85.804537	1	1	0	0	72.00
24	KHORDHA	Bhubaneshwar	EVPCS	B	City	Institute of Life Sciences (ILS)	20.314009	85.817523	2	3	0	0	204.00
25	KHORDHA	Bhubaneshwar	EVPCS	B	City	ICAR – Central Institute of Freshwater Aquaculture (ICAR-CIFA) – Kausalyaganga Campus	20.186826	85.857698	2	3	0	0	204.00
26	KHORDHA	Bhubaneshwar	EVPCS	B	City	ICAR – National Institute of Foot and Mouth Disease (ICAR-NIFMD), Arugul, Jatni	20.132604	85.676309	2	3	0	0	204.00
27	KHORDHA	Bhubaneshwar	EVPCS	B	City	NISER Bhubaneswar	20.168564	85.682948	0	0	2	0	480.00
28	KHORDHA	Bhubaneshwar	EVPCS	B	City	CIPET:IPT Bhubaneswar	20.343189	85.815046	2	3	0	0	204.00
29	KHORDHA	Bhubaneshwar	EVPCS	B	City	Odisha State Cooperative Bank (OSCB)	20.321947	85.820371	2	3	0	0	204.00
30	KHORDHA	Bhubaneshwar	EVPCS	B	City	Khandagiri Police Station	20.259844	85.789551	2	3	0	0	204.00
31	KHORDHA	Bhubaneshwar	EVPCS	B	City	Badagada Police Station	20.250215	85.850544	2	3	0	0	204.00

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#	District	City	Type	Category	City/Highway	Location Name	Latitude	Longitude	12kW Chargers	60kW Chargers	240kW Chargers	BSS Rating (kW)	Total Load (kW)
32	KHORDHA	Bhubaneshwar	EVPCS	B	City	Laxmisagar Police Station	20.271739	85.857469	2	3	0	0	204.00
33	KHORDHA	Bhubaneshwar	EVPCS	B	City	Tamando Police Station	20.235387	85.745791	2	3	0	0	204.00
34	KHORDHA	Bhubaneshwar	EVPCS	B	City	Bharatpur Police Station	20.306598	85.781389	2	3	0	0	204.00
35	KHORDHA	Bhubaneshwar	EVPCS	B	City	Chandrasekharpur Fire Station	20.330515	85.808995	2	3	0	0	204.00
36	KHORDHA	Bhubaneshwar	EVPCS	B	City	Toshali Bhawan	20.280401	85.849622	2	2	0	0	144.00
37	KHORDHA	Bhubaneshwar	EVPCS	B	City	State Forensic Science Laboratory Bhubaneswar	20.29649	85.856173	2	2	0	0	144.00
38	KHORDHA	Bhubaneshwar	EVPCS	B	City	Biju Patnaik International Airport – AAI	20.256295	85.8167	2	2	1	0	384.00
39	KHORDHA	Bhubaneshwar	EVPCS	B	City	Odisha State Medical Corporation Ltd. (OSMCL)	20.2778	85.843743	2	3	0	0	204.00
40	KHORDHA	Bhubaneshwar	EVPCS	B	City	GRIDCO Limited	20.29327	85.842266	2	3	0	0	204.00
41	KHORDHA	Bhubaneshwar	EVPCS	B	City	International Institute of Information Technology	20.289771	85.740852	0	0	2	0	480.00
42	KHORDHA	Bhubaneshwar	EVPCS	B	City	Regional Institute of Education (NCERT)	20.287484	85.834484	1	1	0	0	72.00
43	KHORDHA	Bhubaneshwar	EVPCS	B	City	Utkal University	20.296499	85.841289	0	0	2	0	480.00
44	KHORDHA	Bhubaneshwar	EVPCS	B	City	Odisha University of Technology & Research (OUTR)	20.272521	85.777094	2	3	0	0	204.00
45	KHORDHA	Bhubaneshwar	EVPCS	B	City	Government Polytechnic	20.30847	85.810618	2	3	0	0	204.00

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#	District	City	Type	Category	City/Highway	Location Name	Latitude	Longitude	12kW Chargers	60kW Chargers	240kW Chargers	BSS Rating (kW)	Total Load (kW)
46	KHORDHA	Bhubaneshwar	EVPCS	B	City	Airfield Police Station	20.232595	85.815063	2	3	0	0	204.00
47	KHORDHA	Bhubaneshwar	EVPCS	B	City	Capital Police Station	20.26331	85.834068	2	3	0	0	204.00
48	KHORDHA	Bhubaneshwar	EVPCS	B	City	Doordarshan Kendra, Bhubaneswar	20.306304	85.830235	2	3	0	0	204.00
49	KHORDHA	Bhubaneshwar	EVPCS	B	City	Capital Hospital, Bhubaneswar	20.258868	85.823667	2	3	0	0	204.00
50	CUTTACK	CUTTACK	EVPCS	B	City	District Industries Centre (DIC), Cuttack	20.444654	85.898304	1	1	0	0	72.00
51	CUTTACK	CUTTACK	EVPCS	B	City	Directorate of Printing, Stationery & Publication – Odisha Government Press	20.44459	85.89752	1	1	0	0	72.00
52	CUTTACK	CUTTACK	EVPCS	B	City	BSNL Main Office & Cuttack Telecom District HQ	20.463856	85.885198	1	1	0	0	72.00
53	CUTTACK	CUTTACK	EVPCS	B	City	Cuttack Railway Station	20.463186	85.902036	2	2	1	0	384.00
54	CUTTACK	CUTTACK	EVPCS	B	City	Near Biju Pattnaik Park in ward no. 3	20.483115	85.813892	2	3	0	0	204.00
55	CUTTACK	CUTTACK	EVPCS	B	City	Jagatpur CDA TRUCK TERMINAL	20.49622	85.922238	2	3	0	0	204.00
56	CUTTACK	CUTTACK	EVPCS	B	City	Badambadi OSRTC Bus Stand	20.458497	85.88121	2	2	1	0	384.00
57	CUTTACK	CUTTACK	EVPCS	B	City	SCB Medical College & Hospital (SCB MCH)	20.473977	85.891903	0	0	2	0	480.00
58	CUTTACK	CUTTACK	EVPCS	B	City	Cuttack Municipal Corporation (CMC) Head Office	20.463355	85.868538	2	3	0	0	204.00
59	CUTTACK	CUTTACK	EVPCS	B	City	Acharya Harihar Post Graduate Institute of Cancer (AHRCC)	20.477714	85.891914	2	3	0	0	204.00

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#	District	City	Type	Category	City/Highway	Location Name	Latitude	Longitude	12kW Chargers	60kW Chargers	240kW Chargers	BSS Rating (kW)	Total Load (kW)
60	CUTTACK	CUTTACK	EVPCS	B	City	Jawaharlal Nehru Indoor Stadium, Cuttack	20.484216	85.86196	2	3	0	0	204.00
61	CUTTACK	CUTTACK	EVPCS	B	City	State Police Headquarters, Odisha	20.47738	85.874988	2	3	0	0	204.00
62	CUTTACK	CUTTACK	EVPCS	B	City	Bidanasi Police Station	20.485195	85.844849	2	3	0	0	204.00
63	CUTTACK	CUTTACK	EVPCS	B	City	Cantonment Police Station	20.488439	85.86345	2	3	0	0	204.00
64	CUTTACK	CUTTACK	EVPCS	B	City	Markatnagar Police Station	20.472304	85.83947	2	3	0	0	204.00
65	CUTTACK	CUTTACK	EVPCS	B	City	Sadar Police Station, Cuttack	20.419298	85.88033	2	3	0	0	204.00
66	CUTTACK	CUTTACK	EVPCS	B	City	CDA Phase-II Police Station	20.479368	85.817698	2	3	0	0	204.00
67	CUTTACK	CUTTACK	EVPCS	B	City	City Hospital / District Headquarters Hospital, Cuttack	20.46662	85.868118	1	1	0	0	72.00
68	CUTTACK	CUTTACK	EVPCS	B	City	Near CNBT parking area, Khan-Nagar in ward no. 44	20.453997	85.880159	2	3	0	0	204.00
69	CUTTACK	CUTTACK	EVPCS	B	City	Sishu Bhawan Car Parking	20.464199	85.856325	2	3	0	0	204.00
70	CUTTACK	CUTTACK	EVPCS	B	City	Ravenshaw University	20.484403	85.796384	0	0	2	0	480.00
71	CUTTACK	CUTTACK	EVPCS	B	City	National Law University Odisha (NLUO)	20.484434	85.792852	0	0	2	0	480.00
72	ANUGUL	Angul	EVPCS	B	City	District & Sessions Court, Angul	20.837221	85.096103	2	2	0	0	144.00
73	ANUGUL	Angul	EVPCS	B	City	Angul Railway Station	20.858699	85.102284	2	3	0	0	204.00

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#	District	City	Type	Category	City/Highway	Location Name	Latitude	Longitude	12kW Chargers	60kW Chargers	240kW Chargers	BSS Rating (kW)	Total Load (kW)
74	ANUGUL	Angul	EVPCS	B	City	Utkalamani Gopabandhu Park	20.835698	85.093837	1	1	0	0	72.00
75	ANUGUL	Angul	EVPCS	B	City	Angul New Bus Terminal Station	20.837517	85.105288	2	2	1	0	384.00
76	ANUGUL	Angul	EVPCS	B	City	Angul CIrcuit House	20.833774	85.100152	2	2	0	0	144.00
77	ANUGUL	Angul	EVPCS	B	City	ITI College Hata Chowk	20.826685	85.103349	2	2	0	0	144.00
78	ANUGUL	Angul	EVPCS	B	City	Police training collge	20.842736	85.108893	2	2	0	0	144.00
79	ANUGUL	Angul	EVPCS	B	City	Angul Police Station	20.838219	85.098664	1	1	0	0	72.00
80	ANUGUL	Angul	EVPCS	B	City	Forest training college	20.840531	85.106564	2	2	0	0	144.00
81	ANUGUL	Angul	EVPCS	B	City	District Headquarters Hospital (DHH), Angul	20.841031	85.092983	2	2	0	0	144.00
82	PURI	PURI	EVPCS	B	City	District & Sessions Judge Court Complex, Puri	19.798699	85.825686	2	2	0	0	144.00
83	PURI	PURI	EVPCS	B	City	Puri Railway Station (East Coast Railway)	19.807885	85.836547	2	2	1	0	384.00
84	PURI	PURI	EVPCS	B	City	Mahodadhi Parking at Mochi Sahi	19.801676	85.825737	2	2	0	0	144.00
85	PURI	PURI	EVPCS	B	City	Jatrika Parking at Sea Beach	19.790609	85.808539	2	2	1	0	384.00
86	PURI	PURI	EVPCS	B	City	Blue Flag Beach Car Parking	19.797872	85.83072	2	3	0	0	204.00
87	PURI	PURI	EVPCS	B	City	Shri Jagannath Medical College & Hospital (SJMCH), Puri	19.835327	85.877286	0	0	2	0	480.00
88	PURI	PURI	EVPCS	B	City	Shree Gundicha Bhakta Niwas (SJTA)	19.817796	85.838652	2	2	0	0	144.00

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#	District	City	Type	Category	City/Highway	Location Name	Latitude	Longitude	12kW Chargers	60kW Chargers	240kW Chargers	BSS Rating (kW)	Total Load (kW)
89	PURI	PURI	EVPCS	B	City	Government Industrial Training Institute (Government ITI), Puri	19.808985	85.848533	2	3	0	0	204.00
90	PURI	PURI	EVPCS	B	City	Armed Police Reserve	19.808753	85.83319	2	2	0	0	144.00
91	PURI	PURI	EVPCS	B	City	Talabania Police Station, Puri	19.822768	85.855433	2	2	0	0	144.00
92	PURI	PURI	EVPCS	B	City	Baliapanda Police Station, Puri	19.79624	85.805781	2	2	0	0	144.00
93	PURI	PURI	EVPCS	B	City	Puri Fire Station (Odisha Fire & Emergency Service)	19.809418	85.831376	2	2	0	0	144.00
94	PURI	PURI	EVPCS	B	City	Shree Jagannath Temple Administration (SJTA) – Main Office	19.80632	85.820459	2	2	0	0	144.00
95	PURI	PURI	EVPCS	B	City	Daitapada Market Parking at Grand Road	19.80941	85.825078	2	2	1	0	384.00
96	PURI	PURI	EVPCS	B	City	JBPC Multi Level Parking	19.810184	85.824078	2	3	0	0	204.00
97	PURI	PURI	EVPCS	B	City	Special circuit house	19.797536	85.827578	2	3	0	0	204.00
98	PURI	PURI	EVPCS	B	City	Samanta Chandra Sekhar (SCS) Autonomous College, Puri	19.804395	85.830873	2	2	0	0	144.00
99	PURI	PURI	EVPCS	B	City	Odisha Tourism Development Corporation (OTDC) Panthanivas, Puri	19.800677	85.834476	2	2	0	0	144.00
100	PURI	PURI	EVPCS	B	City	Puri Municipality Office	19.797404	85.826274	2	3	0	0	204.00

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#	District	City	Type	Category	City/Highway	Location Name	Latitude	Longitude	12kW Chargers	60kW Chargers	240kW Chargers	BSS Rating (kW)	Total Load (kW)
101	PURI	PURI	EVPCS	B	City	Neeladri Bhakta Niwas (SJTA), Puri	19.808749	85.822081	2	2	0	0	144.00
102	PURI	PURI	EVPCS	B	City	Puri Town Police Station (Puri PS)	19.808754	85.822612	2	2	0	0	144.00
103	PURI	PURI	EVPCS	B	City	Digabareni Parking / Sea Beach Police Station, Puri	19.796374	85.82558	2	2	0	0	144.00
104	BALESHWAR	Balasore	EVPCS	B	City	BSNL Head office	21.501538	86.923808	2	2	0	0	144.00
105	BALESHWAR	Balasore	EVPCS	B	City	Balasore District Sessions & Civil Court	21.502389	86.923967	2	2	0	0	144.00
106	BALESHWAR	Balasore	EVPCS	B	City	Vigilance Office	21.490413	86.922847	2	2	0	0	144.00
107	BALESHWAR	Balasore	EVPCS	B	City	Balasore Railway Station	21.50055	86.920903	2	3	0	0	204.00
108	BALESHWAR	Balasore	EVPCS	B	City	Padmabati Amusement Water Park & Resort - Balasore	21.461163	86.920876	1	1	0	0	72.00
109	BALESHWAR	Balasore	EVPCS	B	City	Near Vending Zone, OT Road, Ward No_10	21.483556	86.911427	1	1	0	0	72.00
110	BALESHWAR	Balasore	EVPCS	B	City	Near Srinix College, Ward No_28	21.504681	86.935329	1	1	0	0	72.00
111	BALESHWAR	Balasore	EVPCS	B	City	Infront of Gopabandhu Park, Ward No_17	21.4984	86.923706	1	1	0	0	72.00
112	BALESHWAR	Balasore	EVPCS	B	City	Baleshwar Bus Depot	21.504112	86.919592	2	2	1	0	384.00
113	BALESHWAR	Balasore	EVPCS	B	City	Fakir Mohan (Autonomous) College	21.491576	86.934309	2	2	0	0	144.00

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#	District	City	Type	Category	City/Highway	Location Name	Latitude	Longitude	12kW Chargers	60kW Chargers	240kW Chargers	BSS Rating (kW)	Total Load (kW)
114	BALESHWAR	Balasore	EVPCS	B	City	Fakir Mohan Govt. Medical College & Hospital	21.516955	86.886695	2	2	0	0	144.00
115	BALESHWAR	Balasore	EVPCS	B	City	Balasore Municipality	21.488331	86.945128	2	2	0	0	144.00
116	BALESHWAR	Balasore	EVPCS	B	City	Office of the Superitendent of Police	21.490372	86.919349	1	1	0	0	72.00
117	BALESHWAR	Balasore	EVPCS	B	City	Sahadevkhunta Police Station	21.503768	86.924828	1	1	0	0	72.00
118	JAJAPUR	Kalinganagar	EVPCS	B	City	ADM, Kalinganagar	20.9439	86.13021	2	2	0	0	144.00
119	JAJAPUR	Kalinganagar	EVPCS	B	City	GST, Jajpur Circle	20.959735	86.111489	2	2	0	0	144.00
120	JAJAPUR	Kalinganagar	EVPCS	B	City	Urban Park , Saransa , Duburi	20.99725	85.98616	1	1	0	0	72.00
121	JAJAPUR	Kalinganagar	EVPCS	B	City	Near Vyasanagar Bus Stand	20.943625	86.13021	0	0	2	0	480.00
122	JAJAPUR	Kalinganagar	EVPCS	B	City	Vyasanagar Auto College Chhak	20.957866	86.116477	2	2	0	0	144.00
123	JAJAPUR	Kalinganagar	EVPCS	B	City	Maharaja Jajati Keshari Medical College And Hospital	20.849758	86.323512	2	2	0	0	144.00
124	JAJAPUR	Kalinganagar	EVPCS	B	City	Kalinganagar Police Station	20.985123	85.989995	1	1	0	0	72.00
125	JAJAPUR	Kalinganagar	EVPCS	B	City	Jajpur Road Police Station	20.970516	86.12448	1	1	0	0	72.00
126	JAJAPUR	Kalinganagar	EVPCS	B	City	Government Polytechnic, Jajpur	21.029547	86.124078	2	2	0	0	144.00
127	KHORDHA	Bhubaneshwar	EVPCS	B	City	Mission Shakti Federation	20.247962	85.810338	2	3	0	0	204.00
128	KHORDHA	Bhubaneshwar	EVPCS	B	City	POWERGRID – Odisha Projects Office	20.333288	85.801577	2	3	0	0	204.00

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#	District	City	Type	Category	City/Highway	Location Name	Latitude	Longitude	12kW Chargers	60kW Chargers	240kW Chargers	BSS Rating (kW)	Total Load (kW)
129	CUTTACK	CUTTACK	EVPCS	B	City	Odisha State Maritime Museum, Cuttack	20.479247	85.896018	2	2	0	0	144.00
130	CUTTACK	CUTTACK	EVPCS	B	City	Orissa High Court, Cuttack	20.467348	85.853557	2	2	0	0	144.00
131	KHORDHA	Bhubaneshwar	EVPCS	B	City	Opposite to LIC – Divisional Office (Jeevan Prakash)	20.26894	85.818324	2	3	0	0	204.00
132	KHORDHA	Bhubaneshwar	EVPCS	B	City	in front of AIIMS Bhubaneswar	20.230986	85.778299	2	2	1	0	384.00
133	KHORDHA	Bhubaneshwar	EVPCS	C	City	Budha Jayanti Park	20.324427	85.808415	2	3	0	0	204.00
134	KHORDHA	Bhubaneshwar	EVPCS	C	City	Kharavela Park	20.257361	85.784749	2	3	0	0	204.00
135	KHORDHA	Bhubaneshwar	EVPCS	C	City	Subhas Bose Park	20.255211	85.805871	2	3	0	0	204.00
136	KHORDHA	Bhubaneshwar	EVPCS	C	City	Odisha State Civil Supplies Corporation (OSCSC)	20.277832	85.821283	2	3	0	0	204.00
137	KHORDHA	Bhubaneshwar	EVPCS	C	City	Kalinga Studio Ltd.	20.287195	85.778938	2	3	0	0	204.00
138	KHORDHA	Bhubaneshwar	EVPCS	C	City	Rajdhani (Degree) College	20.276548	85.798109	2	3	0	0	204.00
139	KHORDHA	Bhubaneshwar	EVPCS	C	City	Council of Higher Secondary Education (CHSE), Odisha – Head Office	20.308722	85.825593	2	3	0	0	204.00
140	KHORDHA	Bhubaneshwar	EVPCS	C	City	ICAR – Central Institute for Women in Agriculture (ICAR-CIWA) – Baramunda Campus	20.28568	85.785912	2	3	0	0	204.00
141	KHORDHA	Bhubaneshwar	EVPCS	C	City	Horticulture Research Station	20.244829	85.781125	2	3	0	0	204.00

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#	District	City	Type	Category	City/Highway	Location Name	Latitude	Longitude	12kW Chargers	60kW Chargers	240kW Chargers	BSS Rating (kW)	Total Load (kW)
						Bhubaneswar,Aiginia, Dumduma, Bhubaneswar,							
142	KHORDHA	Bhubaneshwar	EVPCS	C	City	Steel Authority Of India Limited, SAIL	20.278801	85.826857	2	2	0	0	144.00
143	KHORDHA	Bhubaneshwar	EVPCS	C	City	Bhubaneswar Municipal Corporation (Old office)	20.255418	85.839481	2	2	0	0	144.00
144	KHORDHA	Bhubaneshwar	EVPCS	C	City	Opposite to Bazar Kolkata (Bapuji Nagar)	20.258753	85.834311	2	3	0	0	204.00
145	KHORDHA	Bhubaneshwar	EVPCS	C	City	Janpath Road Unit-2 Ashok Nagar(Opposite to UCO Bank)	20.266969	85.840093	2	3	0	0	204.00
146	KHORDHA	Bhubaneshwar	EVPCS	C	City	Janpath Road Unit-2 Ashok Nagar(Opposite to ARYA Hotel)	20.264179	85.838449	2	3	0	0	204.00
147	KHORDHA	Bhubaneshwar	EVPCS	C	City	Nandankanan Zoological Park	20.396001	85.826007	2	3	0	0	204.00
148	KHORDHA	Bhubaneshwar	EVPCS	C	City	Ekamra Haat	20.278212	85.840185	2	2	0	0	144.00
149	CUTTACK	CUTTACK	EVPCS	C	City	Near Shreeja Hospital, OMP in ward no. 38	20.45421	85.899633	2	3	0	0	204.00
150	CUTTACK	CUTTACK	EVPCS	C	City	Netaji Museum parking area in ward no. 18	20.46837	85.869548	2	3	0	0	204.00
151	CUTTACK	CUTTACK	EVPCS	C	City	Mahanadi Vihar in ward no. 47	20.461617	85.917112	2	3	0	0	204.00
152	CUTTACK	CUTTACK	EVPCS	C	City	Near OTDC Food Court Parking area	20.475489	85.897412	2	3	0	0	204.00

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#	District	City	Type	Category	City/Highway	Location Name	Latitude	Longitude	12kW Chargers	60kW Chargers	240kW Chargers	BSS Rating (kW)	Total Load (kW)
						(Taladanda canal side) in ward no. 40							
153	CUTTACK	CUTTACK	EVPCS	C	City	Jatiya Kabi Bira Kishore (JKBK) Government College	20.458819	85.901964	2	3	0	0	204.00
154	CUTTACK	CUTTACK	EVPCS	C	City	ICAR – National Rice Research Institute (ICAR-NRRI), Cuttack	20.453976	85.933676	2	3	0	0	204.00
155	CUTTACK	CUTTACK	EVPCS	C	City	DCP Office, Cuttack	20.48393	85.87228	2	3	0	0	204.00
156	CUTTACK	CUTTACK	EVPCS	C	City	Circuit House , Cuttack	20.476863	85.884391	2	2	0	0	144.00
157	CUTTACK	CUTTACK	EVPCS	C	City	Gopalpur area (Bhanpur)	20.419233	85.880819	2	3	0	0	204.00
158	CUTTACK	CUTTACK	EVPCS	C	City	Odisha Public Service Commission (OPSC)	20.481222	85.873221	2	3	0	0	204.00
159	PURI	PURI	EVPCS	C	City	Near Talabania Play Ground	19.811603	85.850622	2	3	0	0	204.00
160	PURI	PURI	EVPCS	C	City	Near Light House in front of COCO PALM Hotel	19.789827	85.805644	2	3	0	0	204.00
161	PURI	PURI	EVPCS	C	City	District Stadium, Puri	19.810232	85.852727	2	3	0	0	204.00
162	PURI	PURI	EVPCS	C	City	Near Subash Bose Chhack	19.799945	85.832004	2	3	0	0	204.00
163	PURI	PURI	EVPCS	C	City	CT Road Back side of Jagannath Stadium	19.805147	85.85088	2	3	0	0	204.00
164	BALESHWAR	Balasore	EVPCS	C	City	Motiganj Market,Motiganj,Balasore,Odisha	21.49175	86.94231	1	1	0	0	72.00
165	BALESHWAR	Balasore	EVPCS	C	City	BALASORE BAZAAR	21.50582	86.91485	1	1	0	0	72.00

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#	District	City	Type	Category	City/Highway	Location Name	Latitude	Longitude	12kW Chargers	60kW Chargers	240kW Chargers	BSS Rating (kW)	Total Load (kW)
166	BALESHWAR	Balasore	EVPCS	C	City	Near Central School, Ward No_09	21.484774	86.919083	1	1	0	0	72.00
167	KHORDHA	Bhubaneshwar	BSS	D	City	Infocity Avenue	20.34313	85.811974	0	0	0	50	50.40
168	KHORDHA	Bhubaneshwar	BSS	D	City	Near SUM Hospital	20.28352	85.769642	0	0	0	50	50.40
169	CUTTACK	CUTTACK	BSS	D	City	Near Revenshaw College, College Square	20.466858	85.894435	0	0	0	50	50.40
170	CUTTACK	CUTTACK	BSS	D	City	Near CNBT	20.455148	85.88043	0	0	0	50	50.40

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9.2. Annexure-B: LETTER COMPRISING THE TECHNICAL BID

(To be submitted by the bidder on its letterhead, in case of Consortium to be given in Lead member's letterhead)

To

The Transport Commissioner
State Transport Authority
6th Floor, Rajaswa Bhawan,
Chandini Chowk, Kataka - 753002, Odisha

Sub: Submission of bid against Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified Locations in Odisha under the PM E-DRIVE Scheme."

Ref: RFP No.....date

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 provisions laid out in this RFP of the RFP document; and
   c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt

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practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in 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 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 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.

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 Annexure-G 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 in 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 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

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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. 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.
18. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement, 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. I/We offer a Bid Security of (.....) to the Authority in accordance with the RFP Document.
24. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strikeout whichever is not applicable) is attached.
25. The documents accompanying the Technical Bid, as specified the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
26. 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.
27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document. *{We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement for entire period of the contract and until fulfilment of all obligations under 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).

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29. I/We shall keep this offer valid for 90 (Ninety) 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:

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9.3. Annexure-C (Bidder's Details)

(To be Submitted in the letter head of the bidder)

1. 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) Contact Number:

(f) E-Mail Address:

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 above should be attached to the Application.

(c) Information regarding the role of each Member should be provided as per table below:

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9.4. Annexure-C1 (Bidder Details in case of Consortium)

(1) **Name of Bidder/ member of Consortium:**

Sl. No.	Name of Member	Address	Role	Percentage of equity in the Consortium
1.			lead member	
2.			Member	
As a Lead Member, we understand the obligations of the selected bidders to implement the Project. We are enclosing the Consortium agreement signed by all the members of the Consortium, nominating and authorizing us to act as "Lead Member" is a selected bidder for implementing the project.				

(2) The following information shall also be provided for each Member of the Consortium:

Sl. 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?		

(3) 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 conviction/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

(a) All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

(b) or has been declared by the Authority as non performer/blacklisted.

(4) **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)

9.5. Annexure -D (Letter of Undertaking – Conflict of Interest)

[To be furnished by the Bidder on its letterhead, in case of Consortium to be given

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separately by each member of the Consortium])

To

The Transport Commissioner
State Transport Authority
6th Floor, Rajaswa Bhawan,
Chandini Chowk, Kataka - 753002, Odisha

Sub: Submission of bid against Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified Locations in Odisha under the PM E-DRIVE Scheme

Sir,

a) We have not, and our directors/ partners and officers have not, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process or not have been otherwise disqualified pursuant to debarment proceedings.
b) We have not a conflict of interest in the procurement in question as specified in the bidding document.
c) Our bid conforms to all the requirements of RfP and that it is unconditional.
d) We are following the code of integrity as specified in the bidding document.
e) We hereby declare that we shall treat the RfP documents and other records, connected with the work, as secret confidential documents and shall not communicate information derived from such documents to any person other than a person to whom we are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.
f) We understand that failure to observe the secrecy of the RfP will render the bid liable to rejection.
g) We understand that on being selected as the selected bidder, before entering into Agreement, we are required to fulfil the following conditions:
    a. We must convey our acceptance to the Le□er of Award within seven days of its issue by STA Odisha
    b. Furnish performance security/ BID SECURITY for an amount of Rs.___ in form and manner stipulated in RfP. Within the timeframe given in RfP.
h) Unless and until a formal Agreement is entered into between relevant parties, this bid, together with our written acceptance of Letter of Award shall constitute a binding agreement between us.
i) We / or any of our partner/ directors/ relatives/ group companies are not participating in more than one bid in this bidding process. If any of our partner/ directors/ relatives/ group companies or our Subsidiary or Parent Entity is discovered to have participated either solely or with another Party by forming Consortium for this RFP, then the authority have the right to reject the Proposal/Bid.

Digitally signed by DIPTI RANJAN PATRA
Date: 2026.11.27 18:04:32 IST

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Digitally signed by DIPTI RANJAN PATRA
Date: 2026.11.27 18:04:32 IST

9.6. Annexure-E (Bidder's Experience)

(To be submitted on Bidder's Letterhead/ in case of Consortium, Lead bidder's letterhead and should be Notarized)

To

The Transport Commissioner
State Transport Authority
6th Floor, Rajaswa Bhawan,
Chandini Chowk, Kataka - 753002, Odisha

Sub: Submission of bid against Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified Locations in Odisha under the PM E-DRIVE Scheme"

Ref: tender No.....Date

Sir,

I/We 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.

a. Bidder Details:

i. Name of the bidder: _____

ii. Registered Address: _____

iii. Authorized Signatory Name & Designation: _____

b. EV Charging Infrastructure Experience Details:

We M/s..... hereby certify that the following details of EV public charging stations as proof of eligibility along with proof of such claim as stated in Clause: 4.5 Eligibility of Bidder,

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Date: 2026.11.27 18:04:32 IST

i. BIDDER EXPERIENCE – LOCATION-WISE CHARGER DETAILS (Provide a location-wise details of EV public charging infrastructure during the last five (5) financial years). Each row represents one distinct physical location.

SL. NO.	Category of Experience (CPO/OEM/Other (to be Specified)	STATE	DISTRICT/ CITY	LOCATION NAME	LATITUDE	LONGITUDE	e-2W &e-3W			e-4W			e-Bus/e-Trucks			Current Status (Operational/Non-Operational	Date of Commissioning	Cumulative		Name of Client / Owner/ self owned
							No of Chargers	Capacity per charger	Total Capacity Installed	No of Chargers	Capacity per charger	Total Capacity Installed	No of Chargers	Capacity per charger	Total Capacity Installed			Total Chargers	Total Capacity	
(1)		(2)	(3)	(4)	(5)	(6)	(7)	(8)	9=(7X8)	(10)	(11)	12=(10X11)	(13)	(14)	15=(13X14)	16	17	18 = (7+10+13)	19 = (9+12+15)	
1																				
2																				
3																				
4																				
TOTAL																				

(Add rows as per requirement)

Note:

(1) The Bidder shall furnish adequate documentary evidence in support of all claims made in Annexure-E. Only such experience, capacity, charging station count, operational capability, manufacturing capability or other credentials that are duly supported by documentary evidence shall be considered for evaluation by STA Odisha.

(2) Bidder may fill separate sheet for each state.

Digitally signed by DIPTI RANJAN PATRA
Date: 2026.11.27 18:04:32 IST

(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).
(4) Coordinates must be provided in decimal degrees format and shall be verifiable on public mapping platforms such as Google Maps.

c. Compliance to the Eligibility criteria of this RFP:

We M/s..... we possess experience in the EV Charging Infrastructure Sector and meet the eligibility requirements prescribed under the RFP. We also certify the following;

SL NO.	PARAMETER	RFP REQUIREMENT	BIDDER CLAIM VALUE/REMARKS
1	Total years of experience		
2	Total Cumulative Capacity by the bidder/consortium during last five years (in Kw)	>= 6400 kw	
3	Cumulative Installed DC Fast Charger Capacity (≥30 kW) during last five years (in Kw)	>= 3200 kw	
4	Total Cumulative operational EVPCS in India	85 Locations	
5	Name of the Mobile App Charging Platform: (The Bidder must have an in-house App-based EV charging platform (Supporting Documents to be attached, App shall be verifiable on Google play store/Apple Appstore and it is fully compatible for integration with National Unified Hub as prescribed under PM EDRIVE scheme) Note: Third party application shall not be considered	Mandatory	
6	Name & Link of the Charging Management System (CMS): The Bidder must have successfully implemented an inhouse Charging Management System (CMS) for EV Charging and it is certified that this CMS are fully compatible for integration with National Unified Hub as prescribed under PM EDRIVE scheme.(Supporng documents to be Attached along with Screenshots of Mobile App & CMS) Note: Third party application shall not be considered	Mandatory	• Name of CMS Platform:..... • Name of Mobile Application:..... • Available on Android (Yes/No) • Available on iOS

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Date: 2026.11.27 18:04:32 IST

			(Yes/No) • National Unified Hub Compatible (Yes/No) • Website / CMS URL:..... • App Store / Play Store Link:.....

Summary:

Particulars	Value
Total Operational EVPCS	
Total Installed Capacity (kW)	
Total DC Capacity (≥30 kW Chargers)	
Earliest Experience Date Considered	
Total Experience (Years)	

Consortium Details (Applicable Only for Consortium Bids)

Sl. No.	Consortium Member Name	Role in Consortium	Experience Being Claimed	Installed Capacity Contributed (kW)	Installed Capacity Contributed (kW) DC chargers	Operational Stations Contributed	Supporting Documents Submitted
1							
2							

Declaration:
We hereby certify that all the information provided above is true and correct to the best of our knowledge and belief. We understand that any false information or misrepresentation may lead to rejection of our bid and appropriate action as per tender conditions.

Authorized Signatory (Signature)

Digitally signed by DIPTI RANJAN PATRA
Date: 2026.11.27 18:04:32 IST

Name:

Designation

Company Seal

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Date: 2026.11.27 18:04:32 IST

9.7. Annexure-F (Financial Capacity of the Bidder/Annual Turnover & Net worth)

To

The Transport Commissioner
State Transport Authority
6th Floor, Rajaswa Bhawan,
Chandini Chowk, Kataka - 753002, Odisha

Sub: Submission of bid against Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified Locations in Odisha under the PM E-DRIVE Scheme."

Sir,

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

Sl. No.	Name of the Bidder or member of Consortium	Annual Turnover (In Rs Crore)		
		FY 2022- 23	**FY 2023-24**	**FY 2024-25**
1				
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 2022-23, 2023–24, FY 2024–25) 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

UDIN No.:
in (Rs. Crores)

Digitally signed by DIPTI RANJAN PATRA
Date: 2026.11.27 18:04:32 IST

Sl. No	In Rupee, at the end of concerned Financial Year	FY 2024-25	FY 2023-24	FY 2022-23
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	Net Worth = (A+B+C-D-E-F)			

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) financial years preceding the Bid Due Date.

(2) Net Worth shall mean aggregate value of the paid-up share capital and all Free reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated loses, 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 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.**

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Date: 2026.11.27 18:04:32 IST

9.8. Annexure-G (Statement of Legal Capacity/Authorised Signatories)

(To be submitted on the letterhead of the Bidder / Lead Member of Consortium)

To

The Transport Commissioner
State Transport Authority
6th Floor, Rajaswa Bhawan,
Chandini Chowk, Kataka- 753002, Odisha

Sub: Submission of bid against Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified Locations in Odisha under the PM E-DRIVE Scheme.

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 authorized 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.*

Digitally signed by DIPTI RANJAN PATRA
Date: 2026.11.27 18:04:32 IST

9.9. Annexure-H: THE FINANCIAL BID FORMAT

(NOT TO BE SUBMITTED IN THE TECHINCAL BID)

Sl. No.	Description	Unit	Unit rate in Rs. (Exclusive of GST & Electricity Charges)
1	The service charges for the Moderate/Slow charger EVCS (12 kwh)	Rs. Per KWh	
2	The service charges for the Fast Charger EVCS (DC 60 Kwh < 240 Kwh)	Rs. Per KWh	
3	The service charges for the Fast Charger EVCS (DC 240 Kwh or higher)	Rs. Per KWh	
4	The service charges for Battery Swapping Station (BSS)	Rs. Per One battery swapped	
5	**Total service charges for Moderate/Slow charger and DC fast charger (5=1+2+3+4)**		

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Date: 2026.11.27 18:04:32 IST

9.10. Annexure-I: BANK GUARANTEE FOR BID SECURITY/EMD

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 Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified Locations in Odisha under the PM E-DRIVE Scheme (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 4.16 read with Clause 4.16.1 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. ***** (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. ***** (Rupees ******* only).

(4) This Guarantee shall be irrevocable and remain in full force for a period of 90 (Ninety) days from the Bid Due Date inclusive of a claim period of 30 (thirty) days or for such extended period as

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Date: 2026.11.27 18:04:32 IST

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 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

Digitally signed by DIPTI RANJAN PATRA
Date: 2026.11.27 18:04:32 IST

hereunder, 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..... 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 ***** .

(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 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)

Digitally signed by DIPTI RANJAN PATRA
Date: 2026.11.27 18:04:32 IST

9.12. Annexure-I(A): FORMAT FOR PERFORMANCE SECURITY AS BANK GUARANTEE

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Bank Guarantee No:

Date:

In consideration of the ..... [Insert name of the Bidder] (hereinafter referred to as "Selected Developer") submitting the response to Bid document inter alia for.....(Name of Work), in response to the Bid document dated..... issued by Transport Commissioner, Odisha or STA Odisha (hereinafter referred to as Authority) having its Registered Office at 6th Floor, State Transport Authority, Rajaswa Bhawan, Kataka, Odisha and Authorized Representative considering such response to the Bid document of .....[insert the name of the selected Agency] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the CPO and issuing Letter of Award No..... to (Insert LOA No.) to ..... (Insert name of "Selected Developer") as per terms of Bid document and the same having been accepted by the selected Developer resulting in a Contract Agreement (CA)___ [from selected Bidder].

As per the terms of the Bid document, the.....[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to the Transport Commissioner, Odisha forthwith on demand in writing from the Transport Commissioner, Odisha, or any Officer authorized by it in this behalf, amount of Rupees.....[Total Value] only, on behalf of M/s.....[Insert name of the selected bidder]

This guarantee shall be valid and binding on this Bank up to and including..... (10.5 years after the signing of Contract Agreement between Transport Commissioner, Odisha/STA Odisha and the CPO.) and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

The Performance Security shall remain valid up to six (6) months beyond the expiry of the Contract Period till.....and the claim period shall extend for a further period of six (6) months thereafter, during which the STA Odisha shall have the right to invoke the Guarantee till..... The Performance Security shall be refunded after final settlement of all dues and obligations, without payment of any interest.

The Guarantor Bank hereby agrees and acknowledges that STA Odisha shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ....., made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to..... The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----------[Insert name of the selected Agency] and/or any other person. The Guarantor Bank shall not require STA Odisha to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against STA Odisha in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Kataka & Bhubaneswar shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form

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Date: 2026.11.27 18:04:32 IST

and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank. This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, STA Odisha shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Agency, to make any claim against or any demand on the selected Agency or to give any notice to the selected Agency or to enforce any security held by STA Odisha or to exercise, levy or enforce any distress, diligence or other process against the selected Agency.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to STA Odisha and may be assigned, in whole or in part, (whether absolutely or by way of security) by STA Odisha to any entity to whom STA Odisha is entitled to assign its rights and obligations under the Agreement.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs..... (Rs..... only) and it shall remain in force until..... [Insert date corresponding to the Bid document]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if..... STA Odisha serves upon us a written claim or demand.

PBG No....., Date:.....

PBG Validity:

Claim Validity:

Signature

Name

Power Attorney No.

For

[Insert Name of the Bank] ,

Banker's Stamp and Full Address, Email, Contact No.

Dated this day of ....., 2026

Witness: (1).....

Signature:

Name & Address

Witness: (2).....

Signature:

Name & Address:

Digitally signed by DIPTI RANJAN PATRA
Date: 2026.11.27 18:04:32 IST

9.13. Annexure-J: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

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 of .....and 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 [... A u t h o r i t y . .] (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.....

(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.

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*.

Digitally signed by DIPTI RANJAN PATRA
Date: 2026.11.27 18:04:32 IST

9.14. Annexure-K: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

POWER OF ATTORNEY

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 .....

Digitally signed by DIPTI RANJAN PATRA
Date: 2026.11.27 18:04:32 IST

(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*.

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9.15. Annexure-L: FORMAT FOR CONSORTIUM AGREEMENT (IN CASE THE BIDDER IS A CONSORTIUM)

(To be executed on Non-Judicial Stamp Paper of Rs. 500/-)

THIS AGREEMENT is executed at _____ on this ___ day of _____, 2026 between M/s _____, a Company incorporated under the Companies Act, 2013/1956, or a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, or a Partnership Firm registered under the Partnership Act, 1932, having its registered office at _____ (hereinafter referred to as the "Party of the First Part", which expression shall, unless repugnant to the context, include its successors and permitted assigns);

AND

M/s _____, a Company incorporated under the Companies Act, 2013/1956, or a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, or a Partnership Firm registered under the Partnership Act, 1932, having its registered office at _____ (hereinafter referred to as the "Party of the Second Part", which expression shall, unless repugnant to the context, include its successors and permitted assigns).

The Party of the First Part and the Party of the Second Part are hereinafter collectively referred to as the "Consortium Members" and individually as a "Consortium Member"

WHEREAS,

(a) All the Parties of the First and Second Part are entitled to enter Consortium /partnership/Proprietorship with any person or persons including a company for carrying on the business authorized by their respective Memorandum of Association or their incorporation documents.

Party	Name	Percentage of Share
First party		
Second party		

(b) The Parties hereto propose to participate as a Consortium for the bid based on Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified Locations in Odisha under the PM E-DRIVE Scheme. PM E-Drive Scheme vide Ref. No.: .....dated .....

(c) The Parties hereto are desirous of recording the broad terms of their understanding as set out herein below:.

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

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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:

d. The Party of the First Part (Lead Member) shall be responsible for:

i.

ii.

iii.

e. The Party of the Second Part shall be responsible for:

i.

ii.

iii.

(Note: Role & responsibility of all Members of the Consortium shall be included in the above para).

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 shall remain jointly and severally liable for performance of all obligations under the RFP and the Concession Agreement throughout the Contract Period and until fulfilment of all obligations arising thereunder.

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;

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(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect for the entire period of the contract, 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.

8.3 That nothing in the Agreement shall be construed to prevent or disable any Party hereto carry on any business on their own in terms of their respective Memorandum of Association or any required, constituting document of the entity.

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

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	
LEAD MEMBER by:	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)
Witness 1.	Witness 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.

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9.16. Annexure-M: INTEGRITY PACT
(To be submitted Non judicial Stamp paper-Notarized)

******* (the "**Project**")

(_____Division)

Tender No._____ Date

This Integrity Pact is made at _____ on this _____ day of_____2026

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 lender 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)

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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 or 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

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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 Article3, 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 contact/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

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exclusion from the lender 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 lender process all Bidders who do not sign this Pact violate previsions.

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

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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 biding 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) He 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.

(7) 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 _____

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Date _____

Witness 1:

(Name & Address) _____

_____

_____

Witness 2:

(Name & Address) _____

_____

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9.17. Annexure-N: CERTIFICATE REGARDING COMPLIANCE WITH RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRs)

To

The Transport Commissioner
State Transport Authority
6th Floor, Rajaswa Bhawan,
Chandini Chowk, Kataka- 753002, Odisha

Sub: Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified Locations in Odisha under the PM E-DRIVE Scheme.

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:

(1) 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;
(2) 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.
(3) 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.

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9.18. Annexure-O: Format for Affidavit Certifying Non-Blacklisting
(Notarized Copy of the format to be submitted with technical bid)

To,

The Transport Commissioner,
Office of the Transport Commissioner, Odisha
6th Floor, Rajaswa Bhawan, Kataka -753002
Government of Odisha

Subject: <RFB name & Reference No.>.....

Sir,

I, M/s. .....(bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoters/ directors are not barred or blacklisted by Office of the Transport Commissioner, Odisha or any State Government or Central Government or any Government agency / Department from participating in projects as on the proposal due date.

We undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this affidavit, we shall intimate Office of the Transport Commissioner, Odisha of such blacklisting.

Date.....

Name of the bidder:

Signature of the Authorised Signatory:

Name of the Authorised Signatory with Date and seal:

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Date: 2026.11.27 18:04:32 IST

9.19. Annexure-P : (Undertaking regarding Conviction and Legal Proceedings)

(Notarized Copy of the format to be submitted with technical bid)

We……(Bidder/all members of the consortium) hereby undertake that neither the Bidder/ all members of the consortium nor any of its Directors, Partners, Proprietor, or Key Managerial Personnel, as applicable, has been convicted by any court of competent jurisdiction in India for any offence involving fraud, corruption, bribery, criminal misappropriation, moral turpitude, money laundering, or any other economic offence as on the Bid Due Date.

The Bidder further declares that no order of blacklisting, debarment, suspension, or prohibition restricting participation in Government tenders has been issued against the Bidder by any Central Government Ministry, State Government, Public Sector Undertaking, Statutory Authority, or Government Agency and is in force as on the Bid Due Date.

The Bidder shall promptly inform STA Odisha of any material change in the above status occurring during the Bid Process or during the Contract Period.

Date……

Name of the bidder:

Signature of the Authorised Signatory:

Name of the Authorised Signatory with Date and seal:

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9.20. Annexure Q:(Indicative Proforma for Billings to EV user/consumer)

Description	%	Unit	Units Consumed	Cost
Energy Charges				
TOD Energy charge or Electricity Tariff	_	Rs...../- per kWh	_	
Surcharge and Tax* (if Any)		-		
Energy Units Consumed	_	kWh		_
Electricity Duty				
Charge Payable for Energy Consumption	_	_	_	
Service Charge				
Service Charge**	_	Rs...../- per kWh	_	
Discount by vendor (optional)		to be decided by vendor (eg. subscription-based discount)	_	
Service Charge Payable (Service charge - Discount)	_	_	_	
Land Use Charges	_	-		Rs. 1.00 /-
Total Cost (Excluding GST)				
CGST	9 %	_	_	
SGST	9 %	_		
Total Cost Including GST	_	_	_	

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9.21. Annexure R: (Checklist for Bid submission)

SL No.	PARTICULARS	SUBMITTED (YES/NO/NOT APPLICABLE)	PAGE NO. (MANDATORY)	REMARKS
1.	Bid Processing Fee/Tender Fee			
2.	Earnest Money Deposit (EMD)			
3.	Documentary evidence such as Self-attested copy of Letter of incorporation Memorandum and Article of Association showing objectives of the Company/ firm/ Partnership			
4.	Self-attested copy of PAN card of the company/firm; the GST registration (For all the members in case of Consortium)			
5.	Annexure-B: Letter Comprising the Technical Bid			
6.	Annexure-C (Bidder's Details)			
7.	Annexure-C1 (Bidder Details in case of Consortium)			
8.	Annexure -D (Letter of Undertaking – Conflict of Interest)			
9.	Annexure-E (Bidder's Experience)			
10.	Annexure-F (Financial Capacity of the Bidder/Annual Turnover & Net worth)			
11.	Annexure-G (Statement of Legal Capacity/Authorised Signatories)			
12.	Annexure-J: Power of Attorney for Signing of Bid			
13.	Annexure-K: Power of Attorney for Lead Member of Consortium			
14.	Annexure-L: Format For Consortium Agreement (In Case the Bidder is a Consortium)			
15.	Annexure-M: Integrity Pact			
16.	Annexure-N: Certificate Regarding Compliance with Restrictions Under Rule 144 (XI) of The General Financial Rules (GFRs)			
17.	Annexure-O: Format for Affidavit Certifying Non-Blacklisting			
18.	Annexure-P : (Undertaking regarding Conviction and Legal Proceedings)			
19.	Annexure R: (Checklist for Bid submission)			
20.	Any other document asked by the STA Odisha if submitted, specify the documents or any other document which the Bidder considers relevant.			

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9.22. Annexure-S - Manufacturer's Authorisation Form (MAF)

(To be furnished on the OEM's Letterhead)

Date: _____

To,

The Transport Commissioner, Odisha
State Transport Authority (STA), Odisha
Kataka, Odisha.

Subject: Manufacturer's Authorisation for Supply, Installation, Commissioning, Operation and Maintenance of EV Chargers under PM E-DRIVE Scheme.

Dear Sir,

We, **M/s** _____, having our registered office at _____, are the Original Equipment Manufacturer (OEM) of the EV Charging Equipment described below:

Sl. No.	Charger Type	Rating	Model No.	Rating (Kw)
1				
2				
..				
..				

We hereby authorize **M/s** _____ (Bidder Name), having its registered office at _____, to quote, supply, install, test, commission, operate, maintain, and provide after-sales service support for the above-mentioned EV Chargers under the:

"Request for Proposal (RFP) for Selection of Agency for Development, Supply, Installation, Commissioning, Operation and Maintenance (O&M) of Electric Vehicle Public Charging Stations (EVPCS) at Identified Locations in Odisha under the PM E-DRIVE Scheme."

We further undertake and certify that:

- The chargers proposed under this authorization are manufactured & supplied by us.
- The chargers comply with applicable BIS Standards, Indian Standards, Ministry of Power Guidelines, PM E-DRIVE requirements, and PMP requirements prescribed by MHI, Govt of India
- We shall provide warranty support for the chargers supplied under the Project.
- We shall provide spare parts, firmware updates, software updates, repair support, and technical assistance during the warranty period and throughout the Project lifecycle.
- We shall maintain availability of product support and critical spare parts for the entire period of the contract.
- We shall extend all reasonable technical assistance necessary for successful implementation and operation of the Project.
- We acknowledge that any change in product support status or withdrawal of support shall be promptly communicated to STA Odisha.
- We shall cooperate with the Bidder and STA Odisha in matters relating to warranty claims, technical defects, SLA compliance, product recalls, and safety-related issues.

This authorization shall remain valid for the entire bid validity period and, upon award of contract, throughout the implementation period of the Project (entire contract period).

For and on behalf of the OEM,

Authorized Signatory: _____

Name: _____

Designation: _____

Company: _____

Digitally signed by DIPTI RANJAN PATRA
Date: 2026.11.27 18:04:32 IST

Address: _____
Telephone: _____
Email: _____
Company Seal

Note: Where the Bidder itself is the OEM of the proposed charger(s), the Bidder shall submit this Annexure on its own letterhead and shall be deemed to have accepted all obligations of the OEM specified herein.

Digitally signed by DIPTI RANJAN PATRA
Date: 2026.11.27 18:04:32 IST