

**Ropeways and Rapid Transport System
Development Corporation HP Limited**
(A State Government Undertaking)

US Club, Shimla -1

Phone No. 0177-2811001, 2811003, 2811004



Government of Himachal Pradesh (GoHP)

**RFP for Selection of Charge Point Operator for development of
Public Charging Station (PCS) through Public Private
Partnership (PPP), Himachal Pradesh”.**

REQUEST FOR PROPOSAL (RFP)

For development of

Public Charging Stations
through
Public Private Partnership (PPP)

Himachal Pradesh

RFP DOCUMENT

February, 2024

Ropeways and Rapid Transport System Development Corporation HP Limited

(RTDC)

Disclaimer

The information contained in this Request for Proposal (the “RFP”) document or subsequently provided to the Bidders, whether in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidders, on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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 Bidders with information that may be useful to them in the formulation of their Bid pursuant to this RFP (the “Bid”). 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 objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not 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 the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select Bidder/s or to appoint the Selected Bidder/s, as the case may be, and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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 an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Glossary

Agreement Period	<i>As defined in Clause 6.2.1</i>
Authority	<i>As defined in Clause 1.5.3</i>
AAT	<i>Average Annual Turnover</i>
Bid	<i>As defined in Disclaimer</i>
Bidder	<i>As defined in Clause 2.2.1(a)</i>
Bid Due Date	<i>As defined in Clause 1.6.3</i>
Bidding Parameter	<i>As defined in Clause 1.5.6</i>
Bidding Process	<i>As defined in Clause 1.7.4</i>
Bid Security	<i>As defined in Clause 2.19.1</i>
CEA	<i>Central Electricity Authority</i>
CEMP	<i>Comprehensive Electric Mobility Plan</i>
Charging Station	<i>As defined in Clause 1.5.3</i>
Charge Point Operator or CPO	<i>As defined in Clause 1.5.5</i>
COD	<i>Commercial Operation Date</i>
Conditions of Eligibility	<i>As defined in Clause 2.2.1</i>
Consortium	<i>As defined in Clause 2.2.1(b)</i>
Consortium Member	<i>As defined in Clause 2.2.1(c)</i>
CBS	<i>City Bus Services</i>
Conflict of Interest	<i>As defined in Clause 2.2.1(f)</i>
DISCOM	<i>Distribution Company</i>
Department	<i>Department of Transport, GoHP</i>
EV	<i>Electric Vehicle</i>
EVSE	<i>Electrical Vehicle Supply Equipment</i>
FAME	<i>Faster Adoption and Manufacturing of Electric and Hybrid Vehicles</i>
Financial Bid	<i>As defined in Clause 1.7.4</i>
FY	<i>Financial Year</i>
GoI	<i>Government of India</i>
GoHP	<i>Government of Himachal Pradesh</i>
GST	<i>Goods and Service Tax</i>
INR, Rs.	<i>Indian Rupee(s)</i>
kWH	<i>Kilo-watt Hour</i>
L1 Bidder	<i>As defined in Clause 1.7.5</i>
LoA	<i>Letter of Award</i>
MoP	<i>Ministry of Power, GoI</i>
OEM	<i>Original Equipment Manufacturer</i>
PCS	<i>Public Charging Station</i>
Project	<i>As defined in Clause 1.5.3</i>
RFP	<i>As defined in Disclaimer</i>
RFP Document	<i>As defined in Clause 1.6.3</i>
RFP Document Fee	<i>As defined in Clause 1.7.2</i>
Service Agreement or Agreement	<i>As defined in Clause 1.5.7</i>
Selected Bidder	<i>As defined in Clause 3.8.2</i>
Technical Bid	<i>As defined in Clause 1.7.4</i>
Technically Qualified Bidders	<i>As defined in Clause 1.7.4</i>
Tie Bidders	<i>As defined in Clause 3.6.6</i>

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

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1 INTRODUCTION

1.1 Background

1.1.1 With the environment and climate change taking precedence as key topics of global discussion, electric vehicles (EVs) offer a solution to environmental problems of the present century. In fact, to overcome the transportation sector's dependency on fossil fuels, EVs appear to be a better alternative with a number of impressive benefits. Enhancing the utilization of EVs can have a direct impact on reduction of fuel reliance but also helps in running an environmentally cleaner road transport system with zero tail pipe emissions. By de-carbonizing the complete system of transportation, EVs promise to decrease pollution and provide an efficient means of transportation.

1.1.2 Government of India (GoI) is pushing for the adoption of EV stored use fuel consumption and improve the environment. To achieve this, and also support the GlobalEV30@30 campaign, the drive aims for at least 30% vehicle sales to electric by 2030.

1.1.3 The GoI consistently demonstrates its commitment to establishing India as a world-wide leader in the EV industry by introducing initiatives for EVs. For acceptance of EVs, the GoI has announced a number of promotional measures, including tax incentives for EV owners, capital subsidies for installation of EV charging stations, and soon. The government has also developed several programmes and incentives to increase demand for electric cars and to encourage manufacturers to engage in the R&D of EVs and related infrastructure.

1.2 EV Market:

1.2.1 To capitalize the e-mobility drive, the state Government has subsidized purchase of e-taxis and e-buses in the State. The policy aims to promote faster adoption of EVs, create a robust network of charging. The State Government also aims to attract investments and generate jobs in this sector. In order to achieve the objectives of the revised policy, the state Government shall focus on 2-pillars for promoting EV industry in the State, viz.

- Charging infrastructure
- Demand creation

1.3 Need for Charging Infrastructure

1.3.1 EV penetration in India is still in its nascent stage. However, a critical facilitator of EV adoption is the availability of charging infrastructure. By 2030, the country is forecasted to be home to 102 million EVs. According to a white paper by Alvarez and Marsal (July 2022), “The global ideal EV/public chargers ratio is also around 6-20EVs per public charger, whereas, in India, it currently stands at an estimated 135. While higher number of electric 2-and 3-wheelers, which are typically charged at home, reduces the requirement for Public Charging Stations (PCS/s)² in India, the numbers do need to increase.

1.3.2 Charging infrastructure, the backbone of e-mobility, is an area that requires special attention, planning, and strategy. One of the great things about charging infrastructure is its scalability -start with a small station and add more charging points as demand grows. The possibilities are endless, and the potential for growth is enormous.

1.4 Government Guidelines & Incentives

1.4.1 The availability of adequate charging infrastructure had been the key impediments for accelerating the adoption of EVs in India. The Ministry of Power (MoP), Government of India recently issued there vise consolidated Guidelines and Standards for EV charging infrastructure on January14, 2022.

- EV charging station every 3Km. in the cities, 25Km.on the Highway, and 100 Km. on roads for heavy-duty vehicles;
- Setting up of Public Charging Stations (PCS) shall be de-licensed activity and any individual /entity is free to setup PCS, provided that, such stations meet the technical as well as performance standards and protocols laid down by MoP and Central Electricity Authority (CEA)/State Authority from time to time;
- The PCS is free to use any technology as long as it meets the official safety standards;
- Goods and Services Tax (GST) exemption is available for EV charging stations and EV charging equipment;
- Income Tax Exemption: Income tax exemption is available for companies that invest in setting up EV charging stations. The exemption is available for a period of five years from the year of commencement of the project.
- Priority Lending: Banks and financial institutions have been directed to give priority lending to companies that invest in setting up EV charging stations. This can help reduce the cost of borrowing and make the project financially viable.

²PublicChargingStation(PCS)areprimarilyrefuelingstationsthatprovideelectricitytochargeEVs

- 1.4.2 The Selected Bidder (“**Charge Point Operator**” or “**CPO**”) shall be responsible for the signing, manufacturing/procurement, installation, operation and maintenance of PCS in the identified location/s along with fulfilling other obligations mentioned elsewhere in the RFP Document. The proposed location of the PCS is enclosed at Annexure-IV
- 1.4.3 The Department of Transport (DOT) HP will provide required land on concession for a period of 40 years to the Selected Bidder for setting up PCS. The selection of Bidder shall be made on the basis of the Annual Concession Fee (“**Bidding Parameter**”).
- 1.4.4 The Selected Bidder shall be responsible for implementing the Project under and in accordance with the provisions of the service agreement (the “**Service Agreement**” or “**Agreement**”) to be entered into between the Selected Bidder and the Authority. The Technical and Operational Specifications, Terms and Conditions for the Project and other obligations to be performed by the CPO are given at **Section 6 and Annexure-III**.
- 1.4.5 Bids are invited from eligible Bidders from the shortlisted bidders for selection of CPO for development of PCS as per the Technical and Operational Specifications and other terms of conditions provided elsewhere in the RFP.

1.5 RFP Document

- 1.5.1 The Selected Bidder shall implement the Project and provide the desired services under and in accordance with the provisions of the Agreement (the “**Contract**”).

The statements, explanations, and the term and conditions of the Agreement contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the Scope of Services and obligations of the CPO set forth in the Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the Scope of Services, the Agreement to be awarded pursuant to this RFP or the terms there of or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP Document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

⁴*Behind-the-meter power infrastructure would include substation and other related infrastructure but will not include charger and cabling from meter to the charger*

1.5.2 The Authority shall receive bids pursuant to and in accordance with the terms set forth in this RFP and other documents provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**RFP Documents**”), and all bids shall be prepared and submitted in accordance with such terms on or before the bid due date specified in Clause 1.8 (the “**Bid Due Date**”).

1.5.3 The Authority is Director, Department of Transport GoHP Parivahan Bhavan Shimla-04.

1.6 Brief Description of the Bidding Process

1.6.1 The RFP Documents shall be made available only to the shortlisted bidders. The aforesaid documents and any addendum/corrigendum issued subsequent to this RFP shall be deemed to form part of the RFP Documents.

1.6.2 Prior to participation in the Bidding Process, the Bidder shall pay (non-refundable) to the Authority a sum of Rs 11800/- (Rupees Eleven Thousand Five Thousand and Nine Hundred only) with GST, through NEFT/RTGS /or any other online payment facility as applicable, towards cost of the RFP Documents (“**RFP Document Fee**”), in the Authority’s designated bank account. Details of designated bank account are asunder:

Name of Beneficiary	ROPEWAYS & RAPID TPT SYS DEV CORP HP LTD
Name of Bank	HDFC BANK LTD
Account No.	50100297437422
IFSC Code	HDFC0000524

1.6.3 Any bid not accompanied with RFP Document Fee in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and the bid of such Bidder shall not be evaluated further.

1.6.4 The Authority has adopted a single-stage two step bid system (collectively the “**Bidding Process**”) for selection of CPO for award of the Contract. Bidder shall be examined as per the details submitted under technical bid (“**Technical Bid**”) with respect to eligibility and qualifications criteria prescribed in this RFP. The financial bid under the second step (“**Financial Bid**”) shall be opened only for the technically qualified bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP (“**Technically Qualified Bidders**”).

1.6.5 Bidders would be required to submit the Financial Bid as per the format given as per the Agreement conditions specified in the RFP. The Technically Qualified Bidders whose Financial Bid is determined to be highest and responsive shall be considered as the Selected Bidder.

1.6.6 The Financial Bid shall be inclusive of:

- Cost related to site survey, assessment of traffic, site conditions, preparation detailed feasibility/DPR, design of EVSE⁵, internal cabling, installation of

⁵ *Electrical Vehicle Supply Equipment (EVSE): includes the electrical equipment external to the electric vehicle that provides a connection for an electric vehicle to a power source for charging and also is equipped with advanced features like Smart Metering, Cellular Capability and Network Connectivity*

chargers and related civil infrastructure as per the Applicable Guidelines and Standards;

- Manpower cost for operation and maintenance of the PCS;
- all duties, taxes, fee etc. that may be levied in accordance with the laws and regulations in force;
- Price quoted by the Bidder shall be fixed during the Bidder's performance of the Agreement and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

1.6.7 The Authority reserves the right to finalize the basic parameters of service performance, broaden the engagement with more CPOs or select another CPO in case of non-performance.

1.6.8 Interested Bidders are invited to submit their bid in accordance with the terms specified in this RFP.

1.6.9 Bidders are advised to examine the Project in greater detail, and to understand the requirements of the Authority etc. as may be required for submitting their respective Bids for award of the Contract.

1.7 Validity of the Bids

The bids shall be valid for a period of not less than 120 days from the Bid Due Date.

1.8 Schedule of Bidding Process

The Authority would endeavour to adhere to the following Schedule:

Floating of RFP Documents	16/02/2024
Submission of queries/clarifications	23/02/2024
Nodal Officer	<i>Deputy General Manager RTDC US Club Shimla</i>
Pre-Bid Meeting	28/02/2024
Response to the queries	01/03/2024
Bid Due Date Last date of offline Submission of bids	07/03/2024 till 2.00 pm
Submission of Original Documents (Clause 2.15.6)	07/03/2024 till 2.00 pm
Opening of Technical Bids	07/03/2024 till 2.00 pm
Opening of Financial Bids	Will be intimated later

1.8.1 The Authority shall endeavor to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates, if the need arises, without assigning any reason or being liable for the same in any manner whatsoever. Such change, if any, would be uploaded at thee-tender portal from time to time.

1.8.2 Further, the Authority reserves the right to hold, in its sole and absolute discretion, more than one Pre-Bid meeting or hold one or more consultation meetings with the bidders and in such event the above schedule shall stand modified and amended.

2 INSTRUCTIONS TO BIDDERS

2.1 Scope of Bids

2.1.1 Bidders are advised that the selection of CPO shall be on the basis of an evaluation by the Authority through the Bidding Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Bidding Process shall be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.2 This RFP is not transferable.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders, (the “**Conditions of Eligibility**”) the following shall apply:

General Eligibility

- a) A Bidder may be a natural person, private entity or government-owned entity registered in India (“**Bidder**”);
- b) Bidder may be a single entity, or a group of entities (“**Consortium**”), coming together to implement the Project.
- c) A Bidder bidding individually or as a member of a Consortium (“**Consortium Member**”) shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case maybe;
- d) ThetermBidderusedhereinwouldapplytobothasingleentityandaConsortium;
- e) The Bidder shall be legally competent to enter into an Agreement as per prevailing Indian law;
- f) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. An Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - i. *the Bidder have common controlling shareholders or other ownership interest in the other Bidder;*
 - ii. *a constituent of such Bidder is also a constituent of another Bidder; or*
 - iii. *such Bidder receives or has received any direct or indirect subsidy or grant from any other Bidder; or*
 - iv. *such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or*
 - v. *such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or*

- vi. *such Bidder (including its member or any shareholder thereof) possessing over 25% of the paid up and subscribed capital in its own company, also holds more than 25% of the paid up and subscribed equity capital in the other Bidder and its Member of such other Bidder;*
- vii. *the Bidder has employed the current employee/s of the Authority; or any close relatives of the Bidder currently employed by the Authority, whether on a permanent or contract basis*

Additional Requirements of a Consortium

- a) Any member can be the Lead Member of the Consortium;
- b) Number of members in a Consortium shall not exceed 3 (three) including Lead Member;
- c) Each members of the consortium, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the SPV; or 5% (five per cent) of the Total Project Cost specified in the Concession Agreement; whichever is higher.
- d) members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity of the SPV at all times until the third anniversary of the commercial operations date of the Project;
- e) the term Bidder, shall include each Member of such Consortium;
- c) Members of the Consortium shall nominate one Member as the Lead Member. However, the Member shall submit a Power of Attorney (PoA) for Lead Member of the Consortium-Form-4:Annexure-I;
- d) The Lead Member of the Consortium should on firm unconditional acceptance of full responsibility for executing the „Scope of Services“ and meeting of all obligations of this RFP. This confirmation should be furnished as part of the Technical Bid. The lead member of consortium shall hold controlling equity at all times for entire concession period. (For avoidance of doubt the lead member shall hold equity more than other consortium partners at all times during entire concession period).
- e) The Lead Member shall be responsible for discharging all responsibilities related to the Bidding Process;
- f) Exit of the Lead Member from the Consortium shall not be permitted at any stage;
- g) the Bid should include a brief description of the roles and responsibilities of individual Members, particularly with reference to financial, technical and operation & maintenance obligations;
- h) The Technical and Financial Capacity of all the Members of Consortium would be taken into account for satisfying the Eligibility Criteria;
- i) members of the Consortium shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Form-5: Annexure-I (the “**Joint Bidding Agreement**”), for the purpose of making the Bid and submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
 - a. *clearly outline the proposed roles and responsibilities, if any, of each member;*
 - b. *commit the minimum equity stake to be held by each member;*
 - c. *include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the CPO in relation to the Project ; and*
 - d. *except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent*

of the Authority.

2.2.2 The Bidder shall not have been blacklisted or debarred by any Government Agency, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad at the time of Bid Due Date.

The Technical and Financial credential of the Parent Company shall be admissible in case of bidder being 100 % subsidiary of the Parent Company.

Technical and Financial Eligibility

- a) The Bidder (a Member of the Consortium) must be either an Original Equipment Manufacturer (OEM) or a Service Provider or a Charge Point Operator or an e-mobility industry player or a company/Individual having a technical Tie up with EV Charging Equipment manufacturer;
- b) The Bidder must have minimum 5 (five) years of existence as on Bid Due Date;
- c) The Bidder shall have positive Net worth immediately preceding the last FY of Bid Due Date.
- d) The Bidder must have a minimum average annual turnover (AAT) equivalent to the Total Project cost of Corridor/Corridors against which it is bidding within the last 3 (three) FYs, immediately preceding the Bid Due Date (2022-23, 2021-2022, 2020-2021).
In case, the Audited Financial Statement is not available for FY 2022-23, the Bidder can account for 2019-20; 2020-21 & 2021-22.

2.3 Declaration of Local Content

2.3.1 As per order No: P-45021/2/2017-PP (BE-II) dated: 16-Sept-2020 of Department of Promotion of industry and Internal Trade, non-local suppliers are not eligible to bid in this RFP.

Note: Bidder shall fully go through the above-mentioned order to understand the whole process and definition of various terms (e.g. Class-I Local supplier, Local content etc) pertaining to the said order which have also been used in this tender document. The defining percentage of Local Content shall be as mentioned in the above-mentioned order. By participating in this tender, the bidder shall comply with all the terms and conditions of the above-mentioned order.

2.3.2 Bidder shall submit a certificate stating the minimum percentage of local content as per the Format. The certificate shall be from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. It is mandatory to mention UDIN No in the certificate.

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

2.4 Contents of the RFP

2.4.1 This RFP comprises the Disclaimer set forth hereinabove, the Terms and Conditions of the Agreement and the contents as listed below and will additionally include any

Addendum/Amendment issued in accordance with Clause 2.9:

⁶ The Bidder, who is registered under MSME / Start-up, should have confirmation for investment (Letter of Comfort) from Private Equity or Venture Capital fund or Bank or Government funding CPO which is under Government of India / any State Government, for an amount of Rs 20.0 Cr in EV project in any state of India under project of government Department.

Request for Proposal Document	
Part I	Request for Proposal
1	Introduction
2	Instructions to Bidders
3	Evaluation Process
4	Fraud and Corrupt practices
5	Miscellaneous
6	General Terms of the Agreement
Annexures	
Annexure-I	Technical Bid
Form1	Letter comprising the Technical Bid
Form2	Particulars of the Bidder
Form3	Power of Attorney (PoA) for signing of Bid
Form4	Power of Attorney(PoA)for Lead Memberof the Consortium
Form5	Joint Bidding Agreement
Form6	Financial Capacity of the Bidder
Form7	Details of Similar Experiences
Form8	Manufacturing Experiences
Form9	OEM Authorization Certificate
Form10	Bank Guarantee for Bid Security
Annexure-II	Financial Bid
Form1	FinancialBidFormat
Annexure-III	Technical and Operational Specifications
Annexure-IV	Location Details

2.5 Number of Bids

2.5.1 No Bidder shall submit more than one Bid for the same Corridor but he/she/it is free to bid for one or more corridors depending on its eligibility.

2.6 Cost of Bid

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

2.7 Site Visit and Verification of information

2.7.1 Prior to submitting the bid, the Bidder is advised to visit and examine the site and its surroundings ,obtain and as certain 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.

2.7.2 For the above purpose, the Bidders may approach **Sh Virender Upadhyaya Superintendent Grade II State Transport Authority Contact No 9816031862 Whatsapp No 7018539762** for assistance during any site visit. The Bidders shall be responsible for all arrangements and shall release and indemnify the Authority 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, would not have arisen due to this RFP.

2.8 Acknowledgement by Bidder

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

- a. Made a complete and care full examination of the RFP Document;
- b. Received all relevant information requested from the Authority;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.7 above;
- d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.7 herein above, necessary and required for submitting an informed Bid and performance of all of its obligations there under;
- e. acknowledged and agreed that inadequacy, lack of completeness or in correctness of information provided in the RFP Documents or ignorance of any of the matters referred to in Clause 2.7 hereinabove shall not be a basis for any claim for compensation, damages, extension of time of performance of its obligations, loss of profit etc. from the Authority, or a ground for termination of the Agreement; and
- f. acknowledged that it does not have a Conflict of Interest; and
- g. agreed to be bound by the undertaking provided by it under and in terms thereof.

2.8.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP Document or the Bidding Process, including any error or mistake there in or in any information or data given by the Authority.

2.9 Right to Reject any or all Bids

2.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Technically Qualified Bidders to submit fresh Bids here under or invite fresh bids.

2.9.2 Without prejudice to the generality of Clause 2.9.1, the Authority reserves the right to reject any Bid if:

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

2.9.3 Mis-representation/improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified/rejected, then the Authority reserves the right to consider the next ranked Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- 2.9.4 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
- 2.9.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the Authority there under.

2.10 Clarifications

- 2.10.1 Bidders requiring any clarification on the RFP may send their queries to the Authority by sending emails to dgmrtdchp@gmail.com before the date mentioned in the Schedule of Bidding Process at Clause 1.8.
- 2.10.2 The Authority shall endeavor to respond to the queries by the date mentioned at Clause 1.8. The Authority will post the reply to all such queries on the RTDC website <https://rtdchp.org> without identifying the source of queries.
- 2.10.3 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any queries or to provide any clarification. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.11 Amendment of RFP

- 2.11.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.11.2 All such amendments will be posted on the RTDC website <https://rtdchp.org> along with the revised RFP containing the amendments and will be binding on all Bidders.
- 2.11.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.12 Correspondence with the Bidder

- 2.12.1 The Authority shall not entertain any correspondence with any Bidder in relation to accept and or rejection of any Bid however to maintain transparency it will publish the evaluation report at E-Tender Portal/RTDC website.

2.13 Language

- 2.13.1 The Bid with all accompanying documents and all communications in relation to or concerning the Bidding Process shall be in English language and strictly on the prescribed forms provided in this RFP.

2.14 Format and Signing of Bid

- 2.14.1 The Bidder shall provide all the information sought under this RFP. Incomplete and/or

conditional Bids shall be liable to rejection.

2.14.2 The Bid shall be signed by the Authorized Signatory of the Bidder who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.15 Submission of Bids

2.15.1 Bid must be submitted offline only on or before Bid Due Date. The Bidder shall submit the Bid duly sealed in an envelope and mark the envelope as "Technical Bid". The Bidder shall submit the Financial Offer in the format specified in BoQ and seal it in another envelope and mark the envelope as "Financial Bid". Both the envelopes of the Technical Bid and the Financial Bid shall then be sealed in an outer envelope and mark the envelope as "Bid". The Bidder shall seal the original and the copy of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked as ***RFP for Selection of Charge Point Operator for development of Public Charging Station (PCS) through Public Private Partnership (PPP), Himachal Pradesh***.

2.15.2 The Bidder shall submit the bid in accordance with the guidelines/process prescribed in this RFP and ensure that the bid is complete in all aspects. The Documents listed at Clause 2.15.4 and other supporting document shall be submitted along with the Bid on or before the Bid due date. The Authority reserves the right to reject bids that do not conform to the clause as prescribed in the various sections of this RFP.

2.15.3 The Bidder shall submit the Technical Bid along with supporting documents as appropriate.

Format	Description	Documents Required
Form1	Covering Letter	<ul style="list-style-type: none"> a) <i>Proof of payment of Rs 11,800/- (Rupees Eleven Thousand Eight Hundred only) towards cost of RFP Document;</i> b) <i>Bid Security of required amounting the form of Bank Guarantee in the format at Annexure I: Form 10 from a Nationalized or Scheduled Bank</i>
Form2	Details of the Bidder	<ul style="list-style-type: none"> a) <i>Organizational details;</i> b) <i>Documents certifying Bidder's legal status - Certificate of Incorporation, AoA & MoA in case of Company or other Registration Certificate as applicable;</i> c) <i>PAN and GST Certificate;</i> d) <i>EPF registration;</i> e) <i>Organizational Certification: ISO 9001:2015; ISO14001:2015; etc. as applicable;</i> <p><i>(in case of Consortium details of all the Members)</i></p>

Form3	Power of Attorney (PoA) for Authorized Representative for Signing the Bid	a) <i>To be certified by a notary public;</i> <i>Attach a copy of appropriate resolution certified by Company Secretary conveying such authority in lieu of the Power of Attorney;</i>
Form4	Power of Attorney (PoA) for Lead Member of the Consortium	a) <i>To be certified by a notary public</i> b) <i>Board Resolution</i>
Form5	Joint Bidding	a) <i>Board Resolution</i>
	Agreement	b) <i>Copy of the Agreement</i>
Form6	Financial Capacity of the Bidder	a) <i>Certificate from Statutory Auditor regarding Annual Turnover & Net-worth.</i> <i>Attach IT Return Certificates, Audited Annual Accounts for the last three (3) FYs preceding Bid Due Date;</i> <i>(in case of Consortium details of all the Members)</i>
Form7	Experience of Similar Projects	a) <i>Similar Experiences</i> <i>Support your claim through Work Orders or Agreement and Client Certificate for completion/on-going works</i> <i>(in case of Consortium, experience details of all the Members)</i>
Form8	OEM Experiences	<i>Applicable in case OEM being a Bidder</i> <i>Support your claim through Work Orders or Agreement and Delivery Order</i>
Form9	OEM Authorization Certificate	<i>Applicable in case OEM not being a Bidder</i> a) <i>Product offered: Details of Brand and mode offered;</i> b) <i>Technical Specifications;</i> c) <i>Printed Brochure of the product offered;</i>
Form10	Bank Guarantee	<i>Format for BG</i>

2.15.4 Financial Bid

- a) Bidders shall submit the Financial Bid as per the BoQ attached, in both figures and words. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.15.5 All communications/submissions shall be addressed to the Nodal Officer at Clause 1.8

2.16 Bid Due Date

2.16.1 Bid should be submitted before the Bid Due Date specified at Clause 1.8 in the manner and form as detailed in this RFP Document. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

2.16.2 The Authority shall not be responsible for any non-receipt/non submission of any Bid owing to any technical issue at e-procurement portal. The Bidders are requested to make online submission well in advance.

2.17 Late Bids

2.17.1 Late submission of any Bid after the prescribed date and time at Clause 2 is not allowed.

2.18 Modification/substitution/withdrawal of Bids

2.18.1 The Bidder may modify, substitute or withdraw its Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.19 Bid Security and Project development Fee

2.19.1 The Bidder shall furnish as part of its Bid, a bid security of Rs. 5.00 Lakhs only (Rupees Five Lakh only) per corridor through RTGS/NEFT (as per bank details at 1.6.2) or in the form of a bank guarantee issued by a Nationalized or a Scheduled Bank in India, in favour of the Authority in the format at Annexure 1: Form 10 (the “**Bid Security**”) and having a validity period not less than 120 (one hundred and twenty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Any Bid not accompanied by the Bid Security shall be summarily rejected as non-responsive.

2.19.2 Save and except as provided in Clauses above, the Bid Security of unsuccessful Bidders shall be returned, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is canceled by the Authority, and in any case within 120 (one hundred and twenty) days from the Bid Due Date.

2.19.3 The Bid Security shall be forfeited and appropriated by the Authority as compensation and damages payable to the Authority for inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority here under or otherwise, under the following conditions:

- a) If Bidder submits an on-responsive Bid;
- b) If Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- c) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.2.1;
- d) If an Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- e) In the case of Selected Bidder, if it fails within the specified time limit

- i. To sign and return the duplicate copy of LoA;
- ii. To furnish the Performance Security within the period prescribed thereof in the Agreement;
- iii. to sign the Agreement;

2.19.4 Project Development Fee (Non Refundable) for the project shall be 1% of the total project Cost. The CPO, within 60 (sixty) days of issuance of the Letter of Award (LOA), shall make a payment of 50% of Project Development Fee (i.e. 0.5% of total Project Cost) in the shape of Demand Draft in favour of Deputy General Manager RTDC HP Ltd", payable at Shimla, against expenses incurred ("Project Development Fee") in respect of the Project towards the following:

- (a) Engagement of various consultants
- (b) Project promotions including issuance of advertisement in print media and developmental expenditure related to project conducting pre-bid meeting(s) etc. by RTDC

The CPO shall pay balance 50% of Project Development Fee (i.e. 0.5% of total Project Cost) within 180 days from issuance of Letter of Award (LoA).

3 EVALUATIONPROCESS

3.1 Contacts during Bid Evaluation

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

3.2 Confidentiality

3.2.1 The Authority shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. The Authority shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.

3.2.2 Information relating to the examination, clarification, evaluation, and recommendation for the Selected Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 the Authority.

3.3 Clarifications

3.3.1 To facilitate evaluation of bids, the Authority may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed time, its bid shall be liable to be rejected. In

case the bid is not rejected, the Authority may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

3.3.2 Bidders are advised that the evaluation of bids will be entirely attached is creation of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

3.3.3 Any information contained in the bid shall not in anyway be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.

3.3.4 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any bid without assigning any reason.

3.4 Opening of Technical Bids

3.4.1 The Authority shall open the Technical Bids received online at the time, date and the place specified in Clause 1.8. The Bidders or his representative may choose to attend physically. The Bidders names and the presence or absence of requisite Bid Security and such other details as the Authority at its discretion may consider appropriate, shall be announced at the opening.

3.5 Tests of Responsiveness

3.5.1 As a first step towards evaluation of Bids, the Bidding Committee shall determine whether each Bid is responsive to the requirements of this RFP. Bid shall be considered responsive only if:

- a) Bid is received as per the format at Annexure-I;
- b) Bid is accompanied with RFP Fee and Bid Security as specified in RFP;
- c) It is accompanied by the Power(s) of Attorney (Authorized Signatory and Lead Member of the Consortium) and Joint Bidding Agreement-as applicable; and
- d) It contains all the information (complete in all respects) as requested in this RFP and/or RFP Documents (in formats same as those specified); and
- e) It does not contain any condition or qualification; and
- f) It is not non-responsive in terms hereof.

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

3.5.3 The Authority will subsequently examine the Technical Bids to assess the capability and potential of the Bidders to execute the Project. Based on the evaluation, the Bidding Committee shall prepare a list of Technically Qualified Bidders. The Authority's decision regarding this shall be final and binding on the Bidders.

3.6 Opening of Financial Bids

3.6.1 The Technically Qualified Bidders shall be notified and informed of the date and time of opening of Financial Bids.

3.6.2 Financial Bid of Technically Qualified Bidders shall be opened in the presence of the

representatives of Technically Qualified Bidders, who choose to attend. The Financial Bid shall be read out and recorded.

- 3.6.3 A detailed examination of Financial Bid would be done to ensure that the Bidding Parameter quoted is free from computational errors. The Financial Bid having computational error(s) will be deemed as non-responsive.
- 3.6.4 The Financial Bids would then be ranked in ascending order, with the Bidder quoting the Highest Annual Concession Fee (Corridor wise) shall be ranked First (H1 Bidder) and the Bidder quoting the second Highest (H2 Bidder) and soon.
- 3.6.5 All the Technically Qualified and ranked Bidders shall be kept in reserve and maybe invited in its discretion for negotiations in case the H1 Bidder withdraws or fails to comply with the requirements specified in the RFP Document.
- 3.6.6 In consideration of the grant of Concession, the Concessionaire shall quote ACF (in rupees) to the Authority from the 1st year of commercial operations as Annual Concessional fees (ACF) (the "Concession fee") and 7% yearly in absolute figures to be added over the previous year's ACF till the end of the concession period.
- 3.6.7 Payment of Concession Fee
- The Concession Fee payable under the provisions of Annual Concession Fee shall be due and payable in quarterly instalments within 7 (seven) days of the close of each month.
- 3.6.8 In the event that two or more Bidders whose Financial Bid are same, (the "**Tie Bidders**") then the Authority reserves the right either to:
- a) Invite fresh Financial Bids from these Bidders; or
 - b) Identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend; or
 - c) Take any such measure as may be deemed fit in its sole discretion, including annulment of the Bidding Process

3.7 Clarification of Bids

- 3.7.1 During evaluation of Bids, the Authority may, at its discretion, ask the Bidder for a clarification or to submit additional or missing information to his Bid. The request for clarification or submission of information and the response shall be in writing. If the response from the Bidder is not received by the Authority before the expiration of the deadline prescribed in the written request, the Authority reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

3.8 Selected Bidders

- 3.8.1 The Authority retains right to negotiate with the selected Bidder. The Authority however does not bind itself to accept the most preferred bid before or after the negotiations and it reserves the right to accept or reject any Bid, in whole or in part. The negotiations shall include discussions of the Terms of Reference (ToR), the Authority's inputs, the Conditions of the Agreement, and finalizing the "Scope of Services" of the Agreement. These discussions shall not substantially alter the original scope of services under the ToR or the terms of the Agreement.
- 3.8.2 The Authority, after negotiation, shall declare the selected bidder ("**Selected Bidder**")

and its bid is most favourable as per the provisions of RFP.

3.9 Letter of Award (LoA)

- 3.9.1 The Selected Bidder shall be notified in writing by the Authority as evidenced by issue of Letter of Award (LoA).
- 3.9.2 The Selected Bidder shall confirm his acceptance of the LoA issued by the Authority within 7 (seven) days as evidenced by signing and sending a copy of the LoA issued. In the event the duplicate copy of the LoA duly signed by the Selected Bidder 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 on account of failure of the Selected Bidder to acknowledge the LoA, and the next Bidder may be considered.
- 3.9.3 After the acknowledgement of the LoA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 1.8 or within such further time as the Authority may agree to in its sole discretion. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.
- 3.9.4 The Authority will notify other Bidders that their Bids have not been accepted and their Bid Security will be returned as promptly as possible as set out in various provisions in their RFP documents.
- 3.9.5 The LoA may be awarded even in the case of a single Technically Qualified Bidder, at the discretion of the Authority.

4 FRAUD AND CORRUPT PRACTICES

4.1 General

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject the bid without being liable in any manner whatsoever to the bidder if it determines that the bidder 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.
- 4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 herein above, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any Tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.1.3 For the purposes of this Section 4, the following terms shall have the meaning herein after respectively assigned to them:
- a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or

indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Service Agreement or arising there from, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

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

5 MISCELLANEOUS

5.1 Pre-Bid Meeting

5.1.1A Pre-Bid Meeting of the interested bidders shall be convened at the designated date, time and place as per the schedule mentioned in the RFP Documents.

5.1.2 During the course of Pre-Bid Meeting, 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.

5.1.3 All queries must be submitted to the Authority before the Pre-bid meeting or the date mentioned in the Schedule of Bidding Process. The queries should necessarily be submitted in the following format(Word/Excel format):

Sl. No.	Reference Clause of RFP Document	Content of the RFP requiring Clarification	Clarification Sought
1			
2			
3			

5.1.4 Queries submitted post the above-mentioned deadline or which do not adhere to the above-mentioned form at may not be responded to.

5.2 Confidentiality

5.1.1 Information relating to the examination, clarification, evaluation, and recommendation

for the selection of CPO shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Bidding Process. The Authority shall treat all information, submitted as part of the Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority 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 to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

5.3 Proprietary Data

5.3.1 The RFP Documents and all attached documents, other information supplied by the Authority and are transmitted to the Bidder 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 provisions of this Clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along there with.

5.4 Other Conditions

5.4.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the HP High Court Shimla shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

5.4.2 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;
- d) and/or 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.

5.4.3 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, pursuant thereto and/or in connection here with and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5.4.4 The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

6 GENERAL TERMS OF THE AGREEMENT

6.1 Scope of the Agreement

6.2 The scope of the Agreement (the “**Scope of the Agreement**”) shall mean and include, during the Agreement Period, the following:

- a) Design, Manufacture/Procure, Supply, Deliver and install PCS at the allocated location [name] conforming to the Technical and Operational Specifications set forth in Annexure III and accordance with the provisions of this Agreement;
- b) Design and Develop related Civil Infrastructure for the Project;
- c) Operation and maintenance of the Project as per the Operational Guidelines given in Annexure-III.

6.2 Performance Security

6.2.1 The CPO shall, for the due and faithful performance of its obligations here under during the Agreement Period, provide to the Authority, 7 (seven) days before the Execution Date, an irrevocable and unconditional bank guarantee from a Schedule or Nationalized Bank for a sum equivalent to 5% (five percent) of the Total Project Cost of the Corridors against which it is bidding (the “**Performance Security**”). Until such time the Performance Security is provided by the CPO pursuant there to and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Selected Bidder/CPO. In the event, the CPO fails to provide the requisite Performance Security as specified above, the Authority may cancel the LoA.

6.2.2 Performance Security shall remain valid for a period of six (6) Months beyond the Agreement Period.

6.3 Scope of Services

6.3.1 The CPO shall be responsible for providing the following services (“**Scope of Services**”):

- a) Develop PCS as per the MoP Guidelines;
- b) Location assessment will be responsibility of the CPO only. Factors on which location assessment would depend are as follows:
 - i. Availability of sufficient space for parking different vehicle segment (ex:2W, 3W, 4W ,e-buses etc.);
 - ii. Feasibility for upstream electrical infrastructure;
 - iii. Ease of access to power connection within limited time as per MoP guidelines;
 - iv. Average time spent by vehicle owners at a particular location. For example: where Vehicle users prefer to stay for longer duration, charging hub can be installed however fast chargers may be require data location where vehicle users stay for a short duration.
- c) Survey, installation, commissioning, and operation & maintenance of PCS (Fast charging) at locations provided by the Authority;
- d) Obtain electrical supply connection from DISCOM under LT/HT Category including Upstream Infrastructure;
- e) Construction of civil works including, laying & maintaining the concrete paving or providing paver blocks including the beautification & marking, charging bays, parking (as per site availability) etc. at PCS;
- f) procure, install, and commission [2]No. of [60kW Duel Gun] [CCS-2Type Fast Charger] and [1] No. of [240 kW Duel Gun] [CCS-2 Type Fast Charger]¹⁰ which are ARAI/ICAT tested and certified with their own source of funds and operate

these PCS for the Agreement Period;

- g) Install hardware from a variety of EV supply equipment (EVSE) vendors;
- h) Ensure optimal EV charging operations and ensure maximum chargers' uptime;
- i) Manage the backend technologies as well as the communications between the backend system and the chargers;
- j) Deliver reliable and consistent EV charging;
- k) Collect and appropriate revenue from charging EVs and other commercial operation (if any);
- l) Guarantee that EV chargers are always available and stable, operating 24/7 without fail;
- m) Provide essential services (Essential services constitute but not limited to toilets, drinking water, dustbins, etc. as per the feasibility of the site);
- n) Responsible for safety and security of the vehicles that are utilizing the charging facility;
- o) Undertake operation, maintenance, security and insurance (including 3rd party liability insurance) of PCS;

6.3.2 Operator shall have the right to monetize its EV chargers by way of advertising. It can also provide services like repair & service of EVs or sell tool kit necessary for EV charging to EV owners. Additional commercial activity shall be allowed, subject to feasibility of the site and fulfillment of minimum development obligation specified in BoQ.

6.3.3 The CPO shall be future proof, with the capacity and scalability to manage the exponential growth of EV charging. The CPO shall be eligible to upgrade its Charging as and when there is any technology development.

6.3.4 Systems need to be in place to not if any time a problem arises with the chargers—or automatically fix it where possible, reducing operating costs and minimizing impact on EV drivers.

6.3.5 All CPO software platforms need to deliver real-time information necessary to optimize operations, analyzing business and technical data for efficient decision-making.

6.3.6 Process automation tools need to seamlessly handle transactional and technical issues without requiring employee intervention.

6.3.7 CPO shall not be allowed to sale the rights to any other person or entity without the approval of the Authority. In this regard the decision of the Authority is final.

6.4 Award of the Contract

6.4.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority awards to the CPO the right to design, develop, operate and maintain the PCS for a period 40 (forty) years from COD (“**Agreement Period**”) and the CPO hereby accepts the Contract and agrees to implement the Project as its obligation subject to and in accordance with the terms

¹⁰Subject to site feasibility, demand and meeting the Guidelines of Ministry of Power

And conditions set for therein.

6.5 Commercial Operation Date (COD)

6.5.1 The CPO shall commence the Project within 15 (fifteen) days from the date of signing Agreement (“**Execution Date**”) and the handing over of sites. The maximum time for completion of the installation and commissioning PCS vis-à-vis the Project shall be [365] days from the date of handing over the sites from the Authority (“**Commercial Operation Date**”). The PCS should be made operational only after requisite clearances are obtained as per Applicable Guidelines & Regulations and subsequent amendments thereof.

Commercial Operation Date-the date on which the Project satisfies the requirements for demonstrating commercial operation required by the Agreement, as may be amended, modified or supplemented from time to time.

6.6 Obligations of the Authority

6.6.1 The Authority hereby undertakes to handover to the physical possession of the location (for PCS) free from encumbrance together with the necessary right of way for the purpose of implementing the Project but subject to the rights of the Authority and the land-owning agency.

6.6.2 Use of Authority name and logo on the PCS will not be permitted, unless specifically approved by the Authority based on request from the CPO.

6.6.3 No subsidy/grant or any payment shall be payable by the Authority for the PCS.

6.6.4 The Authority will carry out the frequent site inspections and random inspections at the PCS with regards to the implementation and operation as per Applicable Guidelines.

6.7 Obligations of the CPO

6.7.1 Subject to and on the terms and conditions of this Agreement, the CPO shall, at its own cost and expense, observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising here under including the following obligations:

- a) Plan, Design, Develop, Invest, Operate and Maintain the PCS along with its associated infrastructure and manage the business in smart way;
- b) Design, develop, operate and maintain at its sole cost and expense, the required civil and power infrastructure including upstream infrastructure, hereto for providing the Services in accordance with the Applicable Laws, Applicable Permits, Good Industry Practice and the terms and conditions of this Agreement;
- c) shall observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising here under;
- d) procure at its cost and expense, all Applicable Permits from Government Instrumentalities having jurisdiction over the site area;

- e) Undertake the quality testing of PCS installed as per GoI Guidelines prior COD and shall observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising here under;
- f) Shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- g) bear and pay for all electricity consumed for the purposes of performing the CPO's obligations or exercising its rights under this Agreement, including without limitation, all electricity required for, or in relation to the Operation and Maintenance of the PCS;
- h) always act in a manner consistent with the provisions of this Agreement and not omit or cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner be violative of any of the provisions of this Agreement;
- i) ensure that Users are treated with due courtesy and provided with ready access to Services and information;
- j) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;
- k) take all reasonable precautions for the prevention of accidents and provide all reasonable assistance and emergency medical aid to accident victims;
- l) ensure Fire Safety measures;
- m) shall ensure that the Staff engaged by it in the performance of its obligations under this Agreement are at all times properly trained and possess the requisite skill and qualifications as per Good Industry Practice for undertaking their respective functions;
- n) The Authority may require the CPO to immediately remove any staff member/personal employed by the CPO for the purpose of the Project, who in the opinion of the Authority:
 - i. Persists in any misconduct;
 - ii. Is incompetent or negligent in the performance of his duties;
 - iii. Fails to conform with any provisions of this Agreement;
 - iv. Persists in any conduct which is pre judicial to the safety and security of the Users and general public;
 - v. In each case, subject to provision of reasonable evidence.
- o) The CPO shall be solely and exclusively responsible for all employees, workmen, personnel and staff employed for the purposes of implementing the Project. The CPO shall ensure that all personnel and staff are under its continued supervision to
 - (i) provide charging service in a safe and efficient manner to the public and
 - (ii) carry out all other obligations of the CPO as set out in this Agreement.

Provided however the Authority shall not be liable for payment of any sum or give compensation for any claim (including but not limited to compensation on account of death/injury/termination) of such nature to such foregoing personnel and staff of the CPO at any point of time during the Agreement Period or thereafter; the CPO undertakes to keep the Authority indemnified in this regard for any claim for payment raised by such foregoing persons or any third party

6.7.2 The CPO shall take or cause to be taken all steps necessary under Applicable Laws to protect the Authority against claims by other parties with respect there to in

Accordance with the terms and provisions of this Agreement.

6.7.3 The CPO shall provide Uniform /Dress of similar nature in accordance with the prevalent laws of the State/Central Government and an Identity Card.

6.7.4 Without prejudice to the provisions of Applicable Laws and this Agreement, upon receiving a notice from the Authority for any information that it may reasonably require or that it considers may be necessary to enable it to perform any of its functions, the CPO shall provide such information to the Authority forthwith and in the manner and form required by the Authority.

6.8 Payment

6.8.1 The CPO agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice/invoice from the Authority.

6.8.2 The CPO shall pay Annual concession Fee as agreed in four (4) equal installments per Annum COD onwards within 7 days after the end of respective quarter.

6.8.3 All statutory taxes, statutory dues, local levies, as applicable shall be paid directly by the CPO to the concerned Government Authority/Local body at its own level.

6.8.4 Non-payment of Annual Concession Fee and other dues within the prescribed date shall constitute Material Breach and the CPO Event of Default under this Agreement and shall entitle the Authority to terminate the Agreement as per provisions stipulated in the Agreement. Besides, the CPO shall pay an interest of 18% per annum on the amounts of revenue share and other dues for each day of delay until dues are finally paid.

6.9 Insurance

6.9.1 The CPO shall effect and maintain at its own cost, during the Agreement Period, such insurances for such maximum sums as may be required under this Agreement and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The CPO shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the CPO during the Agreement Period.

6.10 Security

6.10.1 The CPO acknowledges and agrees that unless otherwise specified in this Agreement it shall, at its own cost and expense, provide or cause to be provided security within the PCS for the prevention of terrorism, hijacking, sabotage and/or similar acts or occurrences.

6.11 Penalty and Damages

6.11.1 The failure to achieve the COD will lead to weekly penalty at the rate of ₹25,000/-up to a maximum of ₹ 1,50,000, after which the Agreement may be terminated. In case of termination due to CPO Default, the Performance Security will be forfeited and the Authority reserve the right to allot to next CPO or as decided by the Authority without assigning any reason and the decision of the Authority in this regard is final.

6.12 Force Majeure

6.12.1 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 maybe 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 possible notify the Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Authority, the CPO shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.13 Termination

6.13.1 The Authority may, by not less than 15(fifteen) days "written notice of termination to the CPO, such notice to be given after the occurrence of any of the events ("**Events of Default**") specified in this clause, terminate this Agreement if:

- a) The CPO has failed to deliver the required Services as per the Scope of Services defined in this RFP;
- b) The CPO fails to remedy any breach here of or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within 15 days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- c) The CPO has failed to conform with the Technical and Operational Specifications of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by the Authority or GoI during the term of the Agreement and which the Authority deems proper and necessary for the execution of the Scope of Services under the Agreement;
- d) The CPO has failed to demonstrate or sustain any representation or warranty made by it in the Agreement, with respect to any of the terms of its Bid, the RFP and the Agreement;

- e) The CPO becomes insolvent or bankrupt or enters in to any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receiver ship whether compulsory or voluntary;
- f) The CPO fails to comply with any final decision reached as a result of arbitration proceedings;
- g) The CPO submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the CPO knows to be false;
- h) Any document, information, data or statement submitted by the Selected Bidders in its Bids, based on which the Selected Bidders was considered eligible or successful, is found to be false, incorrect or misleading;
- i) As the result of Force Majeure, the CPO is unable to perform a material portion of the Services for a period of more than 60 days; or
- j) The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

6.13.2 The CPO reserves the right to suspend any of the Services and/or terminate the Agreement at any time with 15 days notice to the Authority.

6.13.3 Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default, and give the other party an opportunity to correct the default.

6.13.4 Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.

6.13.5 During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavour to remedy the default which gave rise to the commencement of such notice period.

6.13.6 The termination here of shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Agreement that are expressly or by implication intended to come in to or continue in for ceonoraftersuchtermination.

6.13.7 Nothing herein shall restrict the right of the Authority to invoke and encash thePerformanceSecurityandpursuesuchotherrightsand/orremediesthatmay be available to the Authority under Applicable Law.

6.13.8 Upon termination of this Agreement by notice of, the CPO shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Project to a close in a prompt and orderly manner.

6.14 Handing over of the Site

6.14.1 In case of Termination/ Contract Completion/ Surrender of the Agreement, the CPO shall handover to the Authority Authorized representative peaceful vacant possession of all Sites. The CPO shall remove all the equipment, etc. from the Authority premises within 30 days of issue of termination /surrender /contract completion. No penalty would be charged for this period of 30days. However, if the CPO fails to vacate the premises/ space within the above period, penalty of Rs 5000per day shall be chargeable for

occupation beyond the 30 days period. If, the Bidder fails to vacate the space/ premises within the grace period, and after lapse of this 30days grace period, the Authority shall take over the goods/ property treating at NIL value, even if it is under lock & key; and the Authority shall be free to dispose-off the goods/ property in whatsoever manner as it deems fit. The CPO shall have no claim for compensation or consideration/damages after completion of grace period on this account. If, the CPO fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit/ Performance Security available with the Authority. No grace period shall be provided to CPO, if the CPO terminates the contract with in the 1year of Agreement signing.

6.14.2 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

6.15 Prohibition of Conflicting Activities

6.15.1 The Bidder shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

6.16 Dispute Resolution

6.16.1 In the event of any Dispute between the CPO and the Authority, either Party may require such dispute to be referred to the Principal Secretary (Transport) of CPO for amicable settlement, and upon such reference, the said persons shall meet no later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 15 (fifteen) day period or the Dispute is not amicably settled within 30 (thirty) days of the meeting or the Dispute is not resolved either Party may refer the Dispute to arbitration in accordance with the provisions of the Clause "Arbitration".

6.17 Arbitration

6.17.1 Any Dispute which is not resolved amicably by Conciliation as provided shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 or any amendment thereof. The venue of such arbitration shall be at [Shimla], and the language of arbitration proceedings shall be English.

6.17.2 The Arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the CPO and the Authority agree and undertake to carry out such Award without delay.

6.17.3 The CPO and the Authority agree that an Award may be enforced against the CPO and/or the Authority, as the case may be, and their respective assets wherever situated.

6.17.4 The Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings here under.

6.18 Applicability

6.18.1 These general conditions shall apply to the extent that they are not superseded by provisions in any other part of the Agreement.

6.19 Severance

6.19.1 In the event any provision of the Agreement is held to be invalid or unenforceable under the applicable law, the remaining provisions of the Agreement shall remain in full force and effect.

6.20 Governing Language

6.20.1 The Governing Language of the Agreement will be English.

6.21 Applicable Law

6.21.1 The Agreement shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of a competent court of jurisdiction with in the city of[Shimla].

6.22 Currency of Payments

6.22.1 Any payment transaction shall be made in Indian Rupees(INR)only.

6.23 Contract Amendment

6.23.1 No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by both parties to the Agreement.

6.24 No Partnership

6.24.1 This Agreement shall not be interpreted or construed to create an agency, association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

6.25 No Claim Certificate

6.25.1 The CPO shall not be entitled to make any claim, whatsoever against the Authority under or by virtue of or arising out of the Agreement, nor shall the Authority entertain or consider any such claim, if made by the CPO after it shall have signed a “No Claim” certificate in favour of the Authority in such forms as shall be required by the Authority after the services are finally accepted.

6.26 Indemnity

6.26.1 The CPO shall indemnify, defend and hold the Authority harmless from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by the Authority which arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of CPO's obligation or agreement contained herein.

6.27 No Publicity

6.28.1 The CPO shall not make or permit to be made a public announcement or media release about any aspect of the Agreement unless the CPO obtains Authority's prior consent in writing.

6.29 No Assignment

6.29.1 The CPO shall not transfer any interest, right, benefit or obligation under the Agreement without the prior written consent of the Authority.

6.30 Disclosure

6.30.1 In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

6.31 Survival

6.31.1 The provisions of the clauses of the Agreement in relation to documents, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Agreement and in relation to confidentiality, the obligations continue to apply unless the Authority notifies the CPO of its release from those obligations.

6.32 Entire Agreement

6.32.1 The terms and conditions laid down in the RFP and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Agreement. The Agreement supersedes any prior contract, understanding or representation of the Parties on the subject matter.

6.33 Compliance with Laws

6.33.1 The CPO shall comply with the laws in force in India in the course of performing the Agreement.

6.34 Waiver

6.34.1 Any waiver of any provision of the Agreement is ineffective unless it is in writing and signed by the Party waiving its rights.

6.34.2 A waiver by either Party in respect of a breach of a provision of the Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision.

6.34.3 The failure of either Party to enforce at any time any of the provisions of the

6.34.4 Agreement shall not be interpreted as a waiver of such provision.

6.34.5 Modification: Any modification of the Agreement shall be in writing and signed by an authorized representative of each Party.

6.34.6 Application: These General Conditions shall apply to the extent that provisions in other parts of the Agreement do not supersede them.

6.35 Notices

6.35.1 Unless otherwise stated, notices to be given under this Agreement shall be in writing and shall be given by hand delivery/ recognized international courier, mail, telex or facsimile and delivered or transmitted to the Parties at their respective addresses set forth below:

If to the Authority	If to the CPO
(Name of the Concerned Official)	(Name of the Concerned Official)
Detailed Address with e-mail id, Mobile No. etc.	Detailed Address with e-mail id, Mobile No. etc.

6.36 Counterparts

6.36.1 This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

ANNEXURES
Annexure-I

ANNEXURE-I
**Letter comprising the Technical
Bid**
(On Bidder's letterhead)

Dated:

To

**Deputy General Manger,
RTDC HP Ltd. US Club Shimla-01
(Himachal Pradesh)**

Sub:RFP for development of Public Charging Station through Design, Build, Finance, Operate & Transfer (DBFOT) basis, Himachal Pradesh

With reference to your RFP dated _____, I/we, having examined the RFP Documents and understood their contents, hereby submit our Bid for the aforesaid Project.

2. All information provided in the RFP and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for **selection of Charge Point Operator for development of Public Charging Station through Public Private Partnership (PPP) mode, Himachal Pradesh ("Project")**;
4. We are bidding as Single Bidder / Consortium. The names of our Consortium Members are as follows: (Please provide names)
 - a)
 - b)
 - c)
5. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
6. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. 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.
8. We certify that in the last three years, we 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 contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
9. We declare that:
 - a. We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority; and
 - b. We do not have any Conflict of Interest as defined in the RFP;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or

- restrictive practice, as defined in the RFP, in respect of any tender or RFP issued by or any agreement entered into with the authority or any other public sector enterprise or any Government Central or State; and
- d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, 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; and
 - e. the undertakings given by us along with the Bid in response to the RFP for the Service are true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and We shall continue to abide by them.
10. We certify that in regard to matters other than security and integrity of the country, we 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 Service or which relates to a grave offence that outrages the moral sense of the community.
 11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
 12. We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium.
 13. We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their *OM No. 6/4/2001-DD-II dated July 13, 2001*.
 14. 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 guidelines referred to above, we shall intimate the Authority of the same immediately.
 15. 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 above mentioned Agreement and the terms and implementation thereof.
 16. In the event of being declared as the Selected Bidder, We agree to enter into a Agreement in accordance with the RFP. We agree not to seek any changes in the aforesaid Agreement and agree to abide by the same.
 17. We have studied the RFP Documents carefully and also surveyed the identified sites, existing traffic, and related infrastructure. We understand that except to the extent as expressly set forth in the 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 concerning or relating to the Bidding Process including the award of Agreement.
 18. The Service Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the Bid.
 19. We offer a Bid Security of [**Rs. 5.00 Lakhs**] to the Authority in accordance with the RFP.
 20. We agree and understand that the Bid is subject to the provisions of the RFP Documents. In no case, we shall have any claim or right of whatsoever nature if the Agreement is not awarded to us or our Bid is not opened.
 21. We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
 22. We agree and undertake to abide by all the terms and conditions of the RFP.
 23. The Bid is unconditional and unqualified.

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

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

ANNEXURE-I
Particulars of the Bidder

1.	Name of the Bidder	
2.	Legal status	<ul style="list-style-type: none"> ▪ Sole Proprietor ▪ Partnership ▪ Private Company ▪ LLP
3.	Country of incorporation Date of incorporation and/ or commencement of business	<p>Please attach:</p> <ul style="list-style-type: none"> ▪ <i>Copy of Certificate of Incorporation and Memorandum of Association issued by Registrar of Companies (in case of Company) or Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms or any other relevant Certificate to claim legal entity of the Bidder;</i> ▪ <i>Permanent Account Number (PAN) issued by the Income Tax Department</i> ▪ <i>GST registration certificate;</i> ▪ <i>EPF registration and Certificate from Labour Department</i>
4.	Registered address/Corporate headquarters and its branch office(s), if any <i>In case of non-Indian companies, does the Bidder have business presence in India?</i>	
5.	Brief description of the Bidder	<p>Details of its main lines of business</p> <ul style="list-style-type: none"> ▪ <i>Organization Chart showing the structure of the organization, including the names of the Directors/Partners (as applicable);</i> ▪ <i>Organizational Certificates</i>
6.	Brief on the Strength of the Bidder	<ul style="list-style-type: none"> ▪ <i>Products/ Services offered by the Bidder/organization;</i> ▪ <i>Details, if any, about specialization in the area/field;</i> ▪ <i>Any other relevant information that the Bidder may like to mention</i>
7.	Particulars of the Authorised Signatory	<p>Name: Designation: Address: Mobile Number: E-Mail Address:</p>
8.	Has the Bidder been barred/blacklisted	Yes/No

	By any Government Department/Public Sector Undertaking, from participating in any project/Service?	
9.	If the answer to 8 is yes, does the bar subsists on the Bid Due Date?	Yes/No
10.	Has the Bidder, suffered bankruptcy/insolvency in the last three years?	Yes/No
Note: If answer to any of the questions at (8) to(10)is yes, the Bidder is not eligible for this Bid.		
In case of a Consortium: <i>a) The information above {Sl.No.1-10} should be provided for all the Members of the Consortium;</i> <i>b) A copy of the Joint Bidding Agreement;</i> <i>c) Power of Attorney for Lead Member of the Consortium</i>		

I/We hereby certify that the information furnished above is full and correct to the best of our knowledge. I/We understand that in case found any deviation in the above statement at any stage, our company/organisationcanbeblack-listedandwillnothaveanydealwiththe _____ in future.

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

ANNEXURE-I
Power of Attorney for signing the Bid

Know all men by the represents, I/we,.....(name of Bidder and address of the registered office)do hereby constitute, nominate, appoint and authorize Mr /Ms..... son/daughter/wife and presently residing at,who is presently employed with us and holding the position of as our true and lawful attorney (here in after referred to as the “**Authorised Representative**”) 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 **development of Public Charging Station through Public Private Partnership (PPP) mode, Himachal Pradesh** proposed to be implemented by the [**Department of Transport**], (“**Authority**”) including but not limited to signing and submission of Bids and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts 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 Service and/or upon award thereof till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE,.....THE ABOVENAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF,2024.

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, 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.*

ANNEXURE-I
Power of Attorney for Lead Member of Consortium

Where as the [**Department of Transport GoHP**](“**Authority**”) has invited bids from interest parties for the **development of Public Charging Station through Public Private Partnership (PPP)mode, Himachal Pradesh(“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 (RFP)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 THEREFOREKNOWALLMEN BYTHESE PRESENTS

We,_____having our registered office at_____,M/s.
_____,having our registered office at_____,M/s.,having our registered office at_____,[the respective names and addresses of the registered office](here in after collectively referred to as the “**Bidder**”)do hereby irrevocably designate, nominate, constitute, appoint and authorize 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 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 bids and other documents and writings, 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 up on award there of till the 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 lawfully 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 WHERE OF WE THE PRINCIPALS ABOVE NAME DHAVEEXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2024.

For	
(Signature, Name & Title)	
For	
(Signature, Name & Title)	
For	
(Signature, Name & Title)	

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

Accepted Notarized

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

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 here under on behalf of the Bidder.*

ANNEXURE-I

Joint Bidding Agreement for Consortium

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered in to on this the.....day of2023.

AMONGST

1. {.....} and having its registered office at(here in after referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {.....} and having its registered office at(here in after referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {.....} and having its registered office at(here in after referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

A. [Department of Transport],represented by its [Director (transport)] and having its principal offices at.....(here in after referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids(the “**Bid**”) by its Request for Proposal No dated (the “**RFP**”)

For the development of Public Charging Station through Public Private Partnership (PPP) mode, Himachal Pradesh (the “Project”).

B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Project, and

C. ItisanecessaryconditionundertheRFPthatthemembersoftheConsortiumshallenter into a Joint Bidding Agreement (“**Consortium Agreement**”) and furnish a copy there of with the Bid.

NO WITISHERE BY AGREED as follows:

1. Definitions and Interpretations

In this Consortium Agreement, the capitalized terms shall, unless the context other wise requires, have the meaning ascribed there to under the RFP.

2. Consortium

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

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.

3. Covenants

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

4. Role of the Parties

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

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Commercial Operation Date under the Agreement when all the obligations of the CPO shall become effective;
- b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- c) Party of the Third Part shall be {the Operation and Maintenance Member of the Consortium.}

5. Joint and Several Liabilities

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

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Consortium 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 Consortium Agreement;
- b) The execution, delivery and performance by such Party of this Consortium 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 Consortium Agreement for the delegation of power and authority to execute this Consortium Agreement on behalf of the Consortium Member is annexed to this Consortium Agreement, and will not, to the best of its knowledge:
 1. Require any consent or approval not already obtained;

2. violate any Applicable Law presently in effect and having applicability to it;
 3. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 4. 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
 5. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create alien, 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 as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Consortium Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Consortium Agreement.

8. Termination

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

9. Miscellaneous

This Consortium Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Consortium Agreement shall not be amended by the Parties without the prior written consent of the Authority.

INWITNESS WHERE OF 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)	
SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of		For and on behalf of	
THIRD PART			
(Signature)			
(Name)			
(Designation)			
(Address)			
In the presence of:			
1.			

Notes:

- *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.*
- *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.*

ANNEXURE-I
Financial Capacity of Bidder

*(On Statutory Auditor's Letterhead)
[In case of Consortium, all Members should provide
Net worth and Annual Turnover Certificate]*

I hereby declare that I have scrutinized and audited the financial statement of M/s _____.

The Net worth /Operational Profit of the Bidder(name of the Bidder)as on[_____]as per Audited statement is as follows:

Year (as mentioned in or equivalent)*	Net worth or Operational Profit (INR Crore)**
March31,2023	

*To be provided from latest available Audited statement

**for the purpose of Net worth Calculation it is defined:

Networth*:=EquityCapital+ReserveandSurplus-RevaluationReserve-Accumulatedlosses-Intangibleassets)

Annual Turnover (Rs Crore)	2022-23	2021-22	2020-21
Average Annual Turnover (Rs Crore)			

- a) The Bidder shall attach copies of the audited financial statements, Income Tax returns and other financial data for the immediately preceding three years for 3 (three) years preceding the Bid Due Date.

(Signature of the Authorised signatory)

(Name and designation of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

ANNEXURE-I
Experience of Similar Projects

1	Contract:1	
	No. of Charging Station operated	
	Project/Service Location	
	Contract period (Year/Month)	
	Description of the Project	
	Scope of Services/Your Role	
	Name and Address of the Client with Contact details of the Nodal Officer (Name, Designation, Mobile No. e-mail id)	
2	Contract:2	
	No. of Charging Station operated	
	Project/Service Location	
	Contract period (Year/Month)	
	Description of the Project	
	Scope of Services/Your Role	
	Name and Address of the Client with Contact details of the Nodal Officer (Name, Designation, Mobile No. e-mail id)	
3	Contract:3	
	No. of Charging Station operated	
	Project/Service Location	
	Contract period (Year/Month)	
	Description of the Project	
	Scope of Services/Your Role	
	Name and Address of the Client with Contact details of the Nodal Officer (Name, Designation, Mobile No. e-mail id)	

- *The Bidder should furnish the details of Similar Experience for the last 5(five) financial years immediately preceding the Bid Due Date;*
- *Request to provide maximum details pertaining to the Project/Contract undertaken by the Bidder;*
- *Without Documentary evidences (Letter of Award/Contract/Work Completion certificate),the said experience will not be considered*

(Signature of the Authorised signatory)

(Name and designation of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

ANNEXURE-I
Manufacturing Experiences
(as applicable)

1	Contract:1	
	No. of Chargers installed and type of Charges	
	Location of Delivery/installation	
	Contract period(duration)	
	Date of completion of Delivery & installation	
	Name and address of the Client	
2	Contract:2	
	No. of Chargers installed and type of Charges	
	Location of Delivery/installation	
	Contract period(duration)	
	Date of completion of Delivery & installation	
	Name and address of the Client	
3	Contract:3	
	No. of Chargers installed and type of Charges	
	Location of Delivery/installation	
	Contract period(duration)	
	Date of completion of Delivery & installation	
	Name and address of the Client	

- *The Bidder should furnish the details of Manufacturing experience for the last 5(five) financial years immediately preceding the Bid Due Date;*
- *Request to provide maximum details pertaining to the Project/Contract undertaken by the Bidder ;*
- *Without Documentary evidences (Letter of Award/Contract/Work Completion certificate), the said experience will not be considered*
- *Additional Attachment for OEM*
 - a) *Registration Certificate of Factory and License for manufacturing of charging infrastructure;*
 - b) *Production capacities–installed and production levels achieved during last 5 years;*
 - c) *Quality Certificate(from recognized Firm)-Certificate No.-Date of Validity;*
 - d) *Details of Safety Critical Items with their Type Approval Certificate No. and Date (wherever applicable);*
 - e) *Quality Management System Certification (e.g. ISO: 9001-2000)/ Quality System Certification(e.g.ISO:16949-1999)/Environment Management Certification (ISO:14001-1996);*
 - f) *Technology Partner, if any (furnish necessary documents as given above)*

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

ANNEXURE-I

Form 9

OEM's Authorization
(in case the Bidder is not an OEM)

Sr.No.	Description	Remarks (to be filled by the Bidder)				
1	Name of the OEM proposed by the Bidder for delivery & installation of Charging Infrastructure	<i>Attach Registration Certificate OEM Code:</i>				
2	Details of OEM	Address: Name of Contact Person: Designation: Mobile No.: e-mail id:				
3	Location of Manufacturing Plant/s of The OEM					
4	Major Products offered					
5	Installed production capacity	<ul style="list-style-type: none"> ▪ Installed monthly production capacity; ▪ average monthly production of _____duringthelast5years; ▪ Existing order on hand 				
6	Proposed tie-ups with OEM–Undertaking/MoA for supply, delivery and installation of Charging Infrastructure	<i>Submit Documentary evidences to support the claim</i>				
7	Product description (proposed to be supplied under this Contract)	<ul style="list-style-type: none"> ▪ Model Name ▪ Printed Brochure ▪ Technical Specifications <p><i>Submit copies of original test certificates for standards/specification</i></p>				
8	Details of supply and delivery of Charging Infrastructure over the last five years of the Bid Due Date by the OEM <i>Attach more documents as required to show case your past performance</i>					
	Order issued by(Client Address)	Order Date	Quantity Ordered	Quantity Supplied	Status as on Date	The total value of the order
a						
b						
C						

We declare that

- The Charging Infrastructure are FAMEII compliance and meet the necessary Guidelines issued by Government of India;
- Local content Certification
- M/s _____ as our Authorised Distributors/ Service Provider to quote our product or we quote the offer as own;
- We, shall unconditionally support M/s _____ technically throughout the execution of contract as well as for maintenance/comprehensive maintenance contract for the use full life of the system;
- We shall provide all the spares required for healthy functioning of the Charging Infrastructure for atleast 5years from the date of installation;
- We ,hereby confirm that the, Product offered are not end-of-life for further period of 5years;
- We, hereby confirm that we shall enter into agreement/MoU (be drawn on Indian stamp paper of Rs100/-) with the CPO to support the Project for the Agreement Period. If the CPO fails to complete the Project or carryout warranty or O&M then we shall be bound to complete remaining work at the same terms and conditions;

Date:

Place:

Signature of OEM with Seal

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

ANNEXURE-I

Format for Bank Guarantee*{Guarantor letter head or SWIFT identifier code}*

Guarantor	<i>Insert Bank's Name, and Address of Issuing Branch or Office</i>
Beneficiary	Ropeways and Rapid Transport System Development Corporation HP Limited
Issuance Date	
BG No	

We have been informed that _____ [name of Firm /Company](herein after called the "Bidder") has applied for the RFP No.:...../...../2024, [_____] dated: 2024 with the Beneficiary, for selection of **Charging Point Operator for development of Public Charging Station through Public Private Partnership (PPP) mode, Himachal Pradesh.**

Furthermore, we understand that, according to the conditions of the RFP, a Bank Guarantee in the sum of **Rs. [_____ Lakh (Rupees _____ only)** is to be made as Bid Security.

At the request of the Bidder, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of **Rs. [_____ Lakh (Rupees _____ only)** upon receipt by us of the Beneficiary "demand supported by the Beneficiary" written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Bidder is in breach of their obligation under the RFP because the Bidder has failed to adhere in accordance with the RFP conditions, specifying the equivalent amount against which the Bidder has failed to offer the services.

It is a condition for any claim and payment under this guarantee to be made on their account number _____ at _____ [name and address of bank].

This guarantee shall expire that the selection of Bidder completed on the day of 2024¹¹. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

¹¹ Insert the expected expiration date. In the event of an extension of the time of the RFP, the Beneficiary would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee

Form1

ANNEXURE-II
Format for Financial Bid

To be submitted on-line as per the BoQ provided in the e-tender portal Bidders submitting the Financial Bid in physical form will have their Bid rejected

Annual Concession Fee to be provided

Sr.No.	Annual Concession Fee (ACF) quoted	
1	Corridor No.	ACF In figures (Rs.)

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory) Name and seal of Bidder/Lead Member

Date:

Place:

Service Fee or Cost of Service: Refers to the total cost charged by the CPO on per kWh basis for the purpose of charging the EV battery. Cost of Service is the fee, including applicable electricity tariff, time-based penalty, and excluding GST which is charged extra as applicable from time to time, for charging an EV at a PCS irrespective of the charging criteria (per unit or as per subscription plan).

Time based penalty: Refers to the penalty charged from an EV user for keeping the vehicle plugged beyond EV charging time without connected to a charger. The penalty is optional and can be levied by the CPO with the consent of UPPCL to discourage the EV user from occupying the charger for longer periods of time than required and thereby denying the opportunity for other EV users to charge their vehicles.

TECHNICAL SPECIFICATIONS, OPERATIONAL PARAMETERS & OTHER STANDARDS

Design Parameters

- Each location should have a minimum number of slow / moderate charger and fast charger (subject to site area, accessibility and based on other due-diligence studies undertaken by the CPO and approved by the Authority) as defined in this Annexure III. Additionally, CPO may explore the options for battery swapping facility.
- The PCS shall be designed, installed, tested, certified, inspected and connected in accordance with the Guidelines of MoP and other Applicable Laws.
- The CPO shall submit Detailed Project Report along with Layout Plan of the PCS within 15 (fifteen) days of the Execution Date to the Authority and submit an Operation Plan within 30 (thirty) days of the Execution Date.

Technical Specifications

- The Charging Infrastructure installed shall comply with “Charging Infrastructure for Electrical Vehicles – Guidelines and Standards” issued vide Notification No. 12/2/2018-EV dated January 14, 2022 by Ministry of Power, Government of India and as amended from time to time. To the extent that Good Industry Practices require the implementation of higher standards than those set out by the “Charging Infrastructure for Electrical Vehicles – Guidelines and Standards”, or a substitute thereof, the CPO shall adhere to such higher standards

The definition provided in the notification are as follows:

- Electric Vehicle Supply Equipment (EVSE) shall mean an element in Electric Vehicle Charging Infrastructure (EVCI) that supplies electrical energy for recharging the battery of electric vehicles.
- Public Charging Station (PCS) shall mean an EV charging station where any electric vehicle can get its battery recharged.
- Battery Charging Station (BCS) shall mean a station where the discharged or partially discharged electric batteries for electric vehicles are electrically recharged.
- Captive Charging Station (CCS) shall mean an electric vehicle charging station exclusively for the electric vehicles owned or under the control of the owner of the charging station e.g. Government Departments, Corporate houses, Bus Depots, charging station owned by fleet owners etc. and shall not be used for commercial purpose of charging other vehicles on paid for basis.
- Battery Swapping Station (BSS) shall mean a station where any electric vehicle can get its discharged battery or partially discharged battery replaced by a charged battery.

Every PCS will comply with the following:

- An exclusive transformer with all related substation equipment including safety appliances, if required by Supply Code as approved by Appropriate Electricity Regulatory Commission;
- Appropriate civil works;
- Appropriate cabling & electrical works ensuring safety;
- Adequate space for Charging and Entry/Exit of vehicles;
- Appropriate Fire protection equipment and facilities;

- 1 fast Chargers (dual-gun/240 kW) for e-bus/truck, 2 fast chargers (dual-gun 60 kW) for 4Wheeler and 2 fast chargers (dual-gun 22 kW) for 2Wheeler/3Wheeler as per the standards prescribed by GoI.

Safety Provisions

- Safety is one of the important points to consider for Charging Infrastructure. Safety of PCS is a combined effort of various stakeholders involved in the PCS development, operation, and maintenance. Chapter, “Safety Provisions for Electric Vehicle Charging Stations” of Central Electricity Authority (Measures relating to Safety and Electric Supply),(Amendment) Regulations,2019 (13) provides the technical requirements of a Charging Station, from the perspective of safety. Clauses related to the design of EV charging stations include:
 - Clause:117–General safety requirement for electric vehicle charging stations;
 - Clause:118–Earth protection system for charging stations, and
 - Clause:119–Requirement to prevent fire for electric vehicle charging stations.
- The CPO shall keep the records to an extent that the PCS installation have been carried out and maintained in accordance with safety norms as per the relevant CEA Regulation & OEM's installation and maintenance instructions.
- Charging Station shall be provided with protection against the over load of input supply and output supply fittings;
- Charging Station shall be installed so that any socket-outlet of supply is at least 800 millimeter above the finished ground level.
- The parking place shall be such that the connection on the vehicle when parked for charging shall be within five meter from the charging point;
- Suitable lightning protection system shall be provided for the EV charging stations as per Indian Standards Code IS/IEC62305;
- The Charging Station shall be equipped with a protective device against the uncontrolled reverse power flow from vehicle;
- The Charging Station shall have mandatory earth protection system (Earthing of Charging Station shall be as per IS 732) - shall be provided with an earth continuity monitoring system that disconnects the supply in the event that the earthing connection to the vehicle becomes ineffective;
- Firefighting system for Charging Station shall be provided in accordance with Government Guidelines and other Applicable Rules - Fire detection, alarm and control system shall be provided as per relevant Indian Standards;
- Smart metering as per Indian Standards must be assured for power consumption by EV chargers at the Charging Station.
- The Design Engineer of the CPO shall consider the safety of the person involved in charging as well as the safety of equipment while designing the Charging Station.
- For testing the installed equipment, the Testing Engineer must perform the minimum tests as per Clause:120 – Testing of charging stations. The Chief Electrical Inspector or a certified electrical safety engineer is responsible for inspecting and testing the charging station and its technical compliance before connecting it to the grid.
- The CPO shall ensure that tests and inspections of the charging station are carried out every year for the first three years after the energization of the Charging Station, and

13https://cea.nic.in/old/reports/regulation/measures_safety_2019.pdf

- Every four years thereafter. The CPO shall establish and implement a safety assessment program for regular period assessment of the electrical safety of the Charging Station.
- Apart from the CEA regulations, guidelines issued by the state authorities of GoHP to streamline and standardize safety procedures for the design, installation and operation of Charging Stations shall be followed.
- Electricity Vehicle Supply Equipment (EVSE) should have been type tested by an agency/ lab accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL) from time to time;

Operational Specifications

- The Charging Station should be equipped with advanced features like Smart Metering, Cellular capability and Network connectivity - tie ups with at least one Network Service Provider to enable advance remote / on-line booking of charging slots. Such online information to EV owners should also include information regarding location, type and numbers of charger installed/available, service charges for EV charging etc.
- The CPO shall share Charging Station data with appropriate State Nodal Agency (SNA) and adhere to protocols as prescribed by Central Nodal Agency (CNA) i.e. Bureau of Energy Efficiency for this purpose. The CAN and SNA shall have access to this database.
- The Service Fee may be revised if necessary, on year-on-year basis to account for inflation and increase in Electricity Tariff from DISCOM.

User functionalities

- Charging station must support at least the following functionalities for EV users:
- Location of Charging Station (Address of the Charging Station along with the GPS coordinates);
- Charging Station operating hours;
- Type of charger and batteries for swapping at the Charging Station;
- Availability of slots at Charging Station (whether the EVSE is connected to an EV or not);
- Availability of charged battery at battery swapping facility;
- Waiting time and option for booking as lot in case of congestion (whether the charger is available or booked for particular lots);
- Cost to the consumer for all types of chargers in a location;
- Fare structure for swapping all types of batteries available at Charging Station;
- Authentication methods available (at least 2 methods: App-based and RFID cards);
- Option to lodge a complaint about non-functioning Charging Station;
- Payment methods available; The CPO should use an authorized IOS (Internet of Services), IT services to fulfill the requirements in the aforementioned point.
- The EV User must be able to access these services through a mobile application, including the ability to make payment through the mobile application.

Communication Requirements

- Digital Communication Between the EVSE and the EV- For DC charging, the digital communication as described in IEC 61851-24 must be provided to allow the EV to control the EV supply equipment.
- Digital Communication between the EVSE and the Charger Management System
- Digital Communication between the Charger Management System and the DISCOM:

Digital Communication between different Charging Stations

- The CPO must make provision that the following information would be made available to its respective DISCOM on a regular basis as agreed upon by respective DISCOM:
- Peak hours of charging EVs
- Real-time power consumption from charging from each Charging Station (using smart meters)
- Session-Start & Stop for each charger (Timings & Duration)
- Instantaneous current flow to EV
- Instantaneous ACRMS supply voltage
- Instantaneous active power imported by EV (WorkW)
- Instantaneous reactive power imported by EV(var or kvar)
- Instantaneous power factor of total energy flow
- Charger ID
- Location (GPS coordinates)
- Emergency Stop (along with reasons), if any
- Frequency of any voltage fluctuation issue
- The CPO must make provision that the following information would be made available to the open database managed by the Authority. The data standards for the data to be submitted shall be provided by the Authority.
- Station level data
- Name of the PCS
- Location(latitude,longitude)
- CPO name and contact details.URL
- Modes of payment accepted.
- Maximum Number of EVs that can be charged simultaneously.
- Advance booking availability
- Operating hours and days
- Operating status operational or upcoming)
- Fare structure Price (₹per kWh or INT/main or combination of both) per battery swapped.
- Number of EVs charged of each category per day, number of batteries swapped per day and number of batteries available for swapping in a day.
- Charging unit level data
- ID of the Charging Station
- Type of charging gun along with quantity of each and the capacity of each charging gun
- Capacity of battery swapping facility number of batteries and charging capacity of each battery
- Operating Status-Connected or Available or Out of Service
- Maintenance alerts
- Usage statistics-time stamps of charging usage
- Power Consumption-Separately for coach charging point and battery swapping facility.
- Availability of slots for reservation
- Billing and payment requirements

- 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 assured by the CPO 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 UPERC tariff regulation.
- Billing - Billing must be as per ToD tariff as per Himachal Pradesh Tariff regulation +Applicable Service Charges.
- Payment- BHIM, UPI, NFC, RFID and mobile wallet/App based compliant mobile application payment.

Service Level Agreement (SLA)

- The CPO must ensure a Monthly Uptime Percentage of 98% (excluding for power failure related down time and scheduled down time) which means that charging services should be operational and available to the EV users at least 98% of the time in any calendar month.
- The operating hours for each Charging Station on all sites must be 24 hours each day and on all days of the year including holidays.
- Faulty charging equipment should be repaired and/or replaced within 24 hours so the complaint. must replace malfunctioning firmware as well as provide any additional feature request at no extra cost.
- should provide system availability and response time report upon request by the Authority and or any authorized/designated institution.
- Should take corrective actions for any and all discrepancies, violations, or deficiencies within 15 calendar days.
- Should display at its office, operating site, OEM dealership location, its website/app or through newspaper advertisement, the procedure to subscribe and use its energy services, the pricing information and contact details of its customer care service;
- may disconnect its services to the User in case of:
- asset misuse (physical damage to the charging equipment/tampering/the attempt) that adversely affects CPO's services to other customers;
- default in payment as per the subscription plan;
- violation of Agreement;
- should allow user-initiated cancellation of its subscription services and refund any security depositor wallet credits within 7 working days from the date of approval of cancellation application.
- Should follow applicable regulations with regards to protection of any KYC or personal information collected during application.
- solely responsible for ensuring the safety of the property and Users at the Charging Station site.

Annexure-IV

Detail of Public Charging Stations (PCS) along with Project Cost (Corridor Wise)

Corridor 1: Parwanoo – Nalagarh – Una – Hamirpur– Dehra – Amb – Mubarakpur – Sansarpur Terrace – Nurpur						
Typology of charging stations	Sr. No	Name of the location	District	Available Area in SQM	Khasra No.	Project Cost (in Cr.)
PPP Mode	1	Dadi Bhola Nalagarh (LHS)	Nalagarh	1052	237/1	8
	2	Karulhi (Near Amb) (RHS)	Una	1188	2379/2133/543/1	
	3	Gharow Bangana (RHS)	Una	954	300/2	
	4	Moch Uperla Fatehpur (LHS)	Kangra	402	1305/834/2	
	5	Car Parking Una (RHS)	Una	220	NOC	
	6	SDM office Amb (LHS)	Una	340		
	7	Morsu Sultani (RHS)	Hamirpur	756	48	
	8	Mohal Mauza Rora Baliwal	Una	592	3119/1	
Corridor 2: Poanta Sahib-Nahan-Solan-Shimla						
Typology of charging stations	Sr. No	Name of the location	District	Available Area in SQM	Khasra No.	Project Cost (in Cr.)
PPP Mode	1	Central jail Nahan (RHS)	Sirmaur	200		5
	2	ITI Nahan (RHS)	Sirmaur	200		
	3	Sadhna Ghat (LHS)	Sirmaur	100		
	4	PWD Office Tokiyon (LHS)	Sirmaur	400		
	5	Dhaulakuan Revenue Department (LHS)	Sirmaur	450		

Corridor 3: Parwanoo-Solan-Shimla-ReckongPeo-Pooh- Kaza-Losar

Typology of charging stations	Sr. No	Name of the location	District	Available Area in SQM	Khasra No.	Project Cost (in Cr.)
PPP Mode	1	MaujaWakanaghat (LHS)	Solan	400	779/2/2/2/2/1	14
	2	MC Parking Parwanoo (RHS)	Solan	200		
	3	DatyarKhaas (LHS)	Solan	300	326/1	
	4	RTO Office Parking , Solan (RHS)	Solan	200		
	5	Multi story parking Tutikandi (RHS)	Shimla	200		
	6	Director Transport Shimla (RHS)	Shimla	50		
	7	MochRaighat at Theog (LHS)	Shimla	400		
	8	Land Site Hurling (RHS)	Lahaul&S piti	400		
	9	HPPWD new Circuit House – Kaza (RHS)	Kinnour	200		
	10	Land Site Losar (LHS)	Lahaul&S niti	400		
	11	HP NEW CIRCUIT HOUSE THEOG	Shimla	400		
	12	Kenchi Mod Narkanda (RHS)	Shimla	400		
	13	Dutt Nagar Near Milk Plant (LHS)	Shimla	400	6,17/1	
	14	Land Site Near Sr. Sec. School Jeori (LHS)	Shimla	400	197/1	

Corridor 4: Shimla-Bilaspur-Hamirpur-Kangra-NurpurBanikhet-Chamba

Typology of charging stations	Sr. No	Name of the location	District	Available Area in SQM	Khasra No.	Project Cost (in Cr.)
PPP Mode	1	DC Land GahineLagoreNurpur (LHS)	Kangra	380		10
	2	MohalNauni, Bilaspur (LHS)	Bilaspur	300	259/213/1	
	3	DakriSehri, Ghumarwin (RHS)	Bilaspur	100		
	4	DadholKhurad (LHS)	Bilaspur	315	352/1	

	5	Govt. Land at Ukhali Hamirpur (LHS)	Hamirpur	100		
	6	RTO Office Salassi Hamirpur (LHS)	Hamirpur	200		
	7	SDM Office Nadoun (LHS)	Hamirpur	200		
	8	Ward No-5 Parking Jawalamukhi	Kangra	400		
	9	RTO office Chamba (RHS)	Chamba	150		
	10	MmohalBadduShahri, Ghumarwin	Bilaspur	400	234/1	

Corridor 5: Mandi- Jogindernagar- Palampur –Dharamshala- Kangra						
Typology of charging stations	Sr. No	Name of the location	District	Available Area in SQM	Khasra No.	Project Cost (in Cr.)
PPP Mode	1	RTO Office, Mandi (LHS)	Mandi Mandi	150		3
	2	Pasal Land Site (LHS)	Mandi	1755	1629/967/1	
	3	Dagwar Near Milk Plant (RHS)	Mandi	700		

Corridor 6: Kiratpur – Bilaspur –Mandi-Kullu –Manali Keylong –ZingZing Bar						
Typology of charging stations	Sr. No	Name of the location	District	Available Area in SQM	Khasra No.	Project Cost (in Cr.)
PPP Mode	1	MuhalDadour, Mandi (RHS)	Mandi	650	1038/1	6
	2	MauzaDhararsaniBilapur (RHS)	Bilaspur	500	454/336	
	3	Bajaura (LHS)	Kullu	400	126/1	
	4	Bus Stand, kullu Parking (RHS)	Kullu	400		
	5	Bus Stand, Patlikuhal (LHS)	Kullu	400		
	6	Parking at BhoothNath Temple Manali (LHS)	Kullu	400	NOC	

Mandatory Requirements for each Site

Type of chargers: Fast;

- Bus Charger/ Dual-Gun (240kW); 4Wheeler Charger /Dual-Gun X2 (60kW each); and 2Wheeler/3Wheeler Charger /Dual-Gun X 2 (22 kW each)
- Cabling and other Civil Works;
- Availability of sufficient space for parking different vehicle segment (ex:2W, 3W,4W, Electric Buses);
- Authentication methods available (at least two methods: app-based and RFID cards);
- Billing must be as per Service Fee quoted and accepted by the Authority;
- Adherence to other terms and conditions of RFP and other applicable GoI Guidelines; The Estimated Project Cost/Site: Rs 1.20 Crores only.

Bill of Quantity (BoQ) Corridor-1

Estimated Project Cost - 8 Cr.

Name of Work:-		Development of Electric Vehicle (EV) charging stations at various locations in Himachal Pradesh on Design, Build, Finance, Operation and Maintenance, Transfer (DBFOT) on Public Private Partnership (PPP Mode) for Corridor-1 Parwanoo – Nalagarh – Una – Hamirpur– Dehra – Amb –Mubarakpur – Sansarpur Terrace – Nurpur.									
PRICE SCHEDULE											
Minimum facilities to be provided by the bidder at site										Annual Concession Fee (ACF) quoted by the bidder (In Rs.)	
S. No.	No. of Locations for Corridor-1	Tentative Area in (sqm)	No. of Charging Points and wayside amenities.							In Figures	In Words
			Charging Guns for Buses	Charging Guns for Cars	Supermarket + Reception Area in Sqm 24.05	Small office Area in Sqm 4.86	Toilet M&F Area in Sqm 9.36	Seating area in Sqm 8.4	Kitchen Area in Sqm 5.67		
1	Dadi Bhola Nalagarh (LHS) (Nalagarh)	1052	2	4	1	1	2	1	1		
2	Karulhi (Near Amb) (RHS) (Una)	1188	2	4	1	1	2	1	1		
3	GharowBangana (RHS) (Una)	954	2	4	1	1	2	1	1		
4	Moch Uperla Fatehpur (LHS) (Kangra)	402	2	4	1	1	2	1	1		
5	Car Parking Una (RHS) (Una)	220	2	4	1	1	2	1	1		
6	SDM office Amb (LHS) (Una)	340	2	4	1	1	2	1	1		
7	Morsu Sultani (RHS) (Hamirpur)	756	2	4	1	1	2	1	1		
8	Mohal Mauza Rora Baliwal (Una)	592									
GST											
Total											

Bill of Quantity (BoQ)- Corridor-2

Estimated Project Cost - 05 Cr.

Name of Work:-		Development of Electric Vehicle (EV) charging stations at various locations in Himachal Pradesh on Design, Build, Finance, Operation and Maintenance, Transfer (DBFOT) on Public Private Partnership (PPP Mode) for Corridor-2 Poanta Sahib-Nahan-Solan-Shimla										
PRICE SCHEDULE												
Minimum facilities to be provided by the bidder at site										Annual Concession Fee (ACF) quoted by the bidder (In Rs.)		
S. No.	No. of Locations for Corridor-2	Tentative Area in (sqm)	No. of Charging Points and wayside amenities.							In Figures	In Words	
			Charging Guns for Buses	Charging Guns for Cars	Supermarket + Reception Area in Sqm 24.05	Small office Area in Sqm 4.86	Toilet M&F Area in Sqm 9.36	Seating area in Sqm 8.4	Kitchen Area in Sqm 5.67			
1	Central jail Nahan (RHS)	200	2	4	1	1	2	1	1			
2	ITI Nahan (RHS)	200	2	4	1	1	2	1	1			
3	Sadhna Ghat (LHS)	100	2	4	1	1	2	1	1			
4	PWD Office Tokiyon (LHS)	400	2	4	1	1	2	1	1			
5	Dhaulakuan Revenue Department (LHS)	450	2	4	1	1	2	1	1			
GST												
Total												

Bill of Quantity (BoQ) Corridor -3

Estimated Project Cost - 14 Cr.

Name of Work:-

Development of Electric Vehicle (EV) charging stations at various locations in Himachal Pradesh on Design, Build, Finance, Operation and Maintenance, Transfer (DBFOT) on Public Private Partnership (PPP Mode) for Corridor 3: Parwanoo-Solan-Shimla-Reckong Peo-Pooh- Kaza-Losar

PRICE SCHEDULE

Minimum facilities to be provided by the bidder at site

Annual Concession Fee (ACF) quoted by the bidder

S. No.	No. of Locations for Corridor-3	Tentative Area in (sqm)	No. of Charging Points and wayside amenities.							Annual Concession Fee (ACF) quoted by the bidder	
			Charging Guns for Buses	Charging Guns for Cars	Supermarket + Reception Area in Sqm 24.05	Small office Area in Sqm 4.86	Toilet M&F Area in Sqm 9.36	Seating area in Sqm 8.4	Kitchen Area in Sqm 5.67	In Figures	In Words
1	MaujaWakanaghat (LHS)	400	2	4	1	1	2	1	1		
2	MC Parking Parwanoo (RHS)	200	2	4	1	1	2	1	1		
3	DatyarKhaas (LHS)	300	2	4	1	1	2	1	1		
4	RTO Office Parking , Solan (RHS)	200	2	4	1	1	2	1	1		
5	Multi story parking Tutikandi (RHS)	200	2	4	1	1	2	1	1		
6	Director Transport Shimla (RHS)	50	2	4	1	1	2	1	1		
7	Moch Raighat at Theog (LHS)	400	2	4	1	1	2	1	1		
8	Land Site Hurling (RHS)	400	2	4	1	1	2	1	1		
9	HPPWD new Circuit House –Kaza (RHS)	200	2	4	1	1	2	1	1		
10	Land Site Losar (LHS)	400	2	4	1	1	2	1	1		
11	HP NEW CIRCUIT HOUSE THEOG	400	2	4	1	1	2	1	1		
12	Kenchi Mod Narkanda (RHS)	400	2	4	1	1	2	1	1		
13	Kenchi Mod Narkanda (RHS)	400	2	4	1	1	2	1	1		
14	Land Site Near Sr. Sec. School Jeori (LHS)	400	2	4	1	1	2	1	1		
GST											
Total											

Bill of Quantity (BoQ) Corridor 4**Estimated Project Cost - 10 Cr.****Name of Work:-****Development of Electric Vehicle (EV) charging stations at various locations in Himachal Pradesh on Design, Build, Finance, Operation and Maintenance, Transfer (DBFOT) on Public Private Partnership (PPP Mode) for Corridor 4: Shimla-Bilaspur-Hamirpur-Kangra-NurpurBanikhet-Chamba****PRICE SCHEDULE****Minimum facilities to be provided by the bidder at site****Annual Concession Fee (ACF) quoted by the bidder (In Rs.)**

S. No.	No. of Locations for Corridor-4	Tentative Area in (sqm)	No. of Charging Points and wayside amenities.							In Figures	In Words	
			Charging Guns for Buses	Charging Guns for Cars	Supermarket + Reception Area in Sqm 24.05	Small office Area in Sqm 4.86	Toilet M&F Area in Sqm 9.36	Seating area in Sqm 8.4	Kitchen Area in Sqm 5.67			
1	DC Land Gahine Lagore Nurpur (LHS)	380	2	4	1	1	2	1	1			
2	Mohal Nauri, Bilaspur (LHS)	300	2	4	1	1	2	1	1			
3	Dakri Sehri, Ghumarwin (RHS)	100	2	4	1	1	2	1	1			
4	DadholKhurad (LHS)	315	2	4	1	1	2	1	1			
5	Govt. Land at Ukhali Hamirpur (LHS)	100	2	4	1	1	2	1	1			
6	RTO Office Salassi Hamirpur (LHS)	200	2	4	1	1	2	1	1			
7	SDM Office Nadoun (LHS)	200	2	4	1	1	2	1	1			
8	Ward No-5 Parking Jawalamukhi	400	2	4	1	1	2	1	1			
9	RTO office Chamba (RHS)	150	2	4	1	1	2	1	1			
10	Mohal Baddu Shahri, Ghumarwin	400	2	4	1	1	2	1	1			
GST												
Total												

Bill of Quantity (BoQ) Corridor-5

Estimated Project Cost- 03 Cr.

Name of Work:-		Development of Electric Vehicle (EV) charging stations at various locations in Himachal Pradesh on Design, Build, Finance, Operation and Maintenance, Transfer (DBFOT) on Public Private Partnership (PPP Mode) for Corridor 5: Mandi- Jogindernagar- Palampur –Dharamshala- Kangra									
PRICE SCHEDULE											
Minimum facilities to be provided by the bidder at site										Annual Concession Fee (ACF) quoted by the bidder (In Rs.)	
S. No.	No. of Locations for Corridor-5	Tentative Area in (sqm)	No. of Charging Points and wayside amenities.							In Figures	In Words
			Charging Guns for Buses	Charging Guns for Cars	Supermarket + Reception Area in Sqm 24.05	Small office Area in Sqm 4.86	Toilet M&F Area in Sqm 9.36	Seating area in Sqm 8.4	Kitchen Area in Sqm 5.67		
1	RTO Office, Mandi (LHS)	150	2	4	1	1	2	1	1		
2	Pasal Land Site (LHS)	1755	2	4	1	1	2	1	1		
3	Dagwar Near Milk Plant (RHS)	700	2	4	1	1	2	1	1		
GST											
Total											

Bill of Quantity (BoQ) Corridor-6

Estimated Project Cost - 06 Cr.

Name of Work:-

Development of Electric Vehicle (EV) charging stations at various locations in Himachal Pradesh on Design, Build, Finance, Operation and Maintenance, Transfer (DBFOT) on Public Private Partnership (PPP Mode) for Corridor 6: Kiratpur – Bilaspur –Mandi-Kullu –Manali Keylong –ZingZing Bar

PRICE SCHEDULE

Minimum facilities to be provided by the bidder at site

Annual Concession Fee (ACF) quoted by the bidder (In Rs.)

S. No.	No. of Locations for Corridor-6	Tentative Area in (sqm)	No. of Charging Points and wayside amenities.							In Figures	In Words	
			Charging Guns for Buses	Charging Guns for Cars	Supermarket + Reception Area in Sqm 24.05	Small office Area in Sqm 4.86	Toilet M&F Area in Sqm 9.36	Seating area in Sqm 8.4	Kitchen Area in Sqm 5.67			
1	MuhalDadour, Mandi (RHS)	650	2	4	1	1	2	1	1			
2	Mauza DhararsaniBilapur (RHS)	500	2	4	1	1	2	1	1			
3	Bajaura (LHS)	400	2	4	1	1	2	1	1			
4	Bus Stand, kullu Parking (RHS)	400	2	4	1	1	2	1	1			
5	Bus Stand, Patlikuhal (LHS)	400	2	4	1	1	2	1	1			
6	Parking at Bhoothnath Temple	400	2	4	1	1	2	1	1			
GST												
Total												