

NIT
For Selection of Charge Point Operator (CPO)
For
Location Survey & Identification, Planning, Supply,
Installation, Commissioning, Operation &
Maintenance and on Site Comprehensive Warranty of
EV Charging Equipment for Period of 10 Years for
Setting up of EV Charging Stations at NDMC sites
In New Delhi

(REIL/NP/24-25/E-PROC./001

DATED 18.04.2024)

ISSUED BY



RAJASTHAN ELECTRONICS & INSTRUMENTS LTD.

ए “मिनीरत्न ” केंद्रीय सार्वजनिक क्षेत्र का उद्यम

(A “Mini Ratna” Central Public Sector Enterprise)

2, कनकपुरा औद्योगिक क्षेत्र, सिरसी रोड जयपुर – ३०२०३४

2, Kanakpura Industrial Area, Sirsi Road, JAIPUR – 302034

दुरभाष : ०१४१ – २४७००६२/ २४७०३६३, फ़ैक्स – ०१४१ – २४७०१३९

Tel. No. 0141-2458462/24710363, Fax –0141-2470139

वैबसाइट : www.reiljp.com ईमेल sr.nirmal@reil.co.in

Website: www.reiljp.com Email: sr.nirmal@reil.co.in

INDEX- NIT DOCUMENT

S. No.	Topic	Page No.
1	Important Information	4
2	Background and Requirement	5
3	Tender process	6
4	Scope of Work	9
5	Eligibility Criteria	16
6	Revenue Sharing Mechanism	18
7	Contract Performance Guarantee	19
8	Care of Facilities	19
9	Insurance	20
10	Payment Terms	22
11	Risk and Cost	22
12	General Terms & Conditions	22
13	No Near Relative	25
14	Standard of Performance	25
15	Severability	25
16	Confidential Treatment	25
17	Relationship of Parties	25
18	Indemnity	25
19	Restriction of Employment	25
20	Governing Law	26
21	Integrity Pact	26
22	Arbitration	26
23	Termination of Default	26
24	Force Majeure	27
25	Forfeiture of Security (Performance Bank Guarantee)	27
26	Delay in Performance & Penalty	27
27	Other Terms & Conditions	27
Annexure-I	Eligibility criteria checklist	28
Annexure-II	Commercial Terms and Conditions Checklist	30
Annexure-III	Covering letter from the Bidder/Manufacturer	31
Annexure-IV	Authorization Letter Format	32
Annexure-V	Performance Certificate Format	33
Annexure-VI	Certificate for Non-Blacklisting Format	34
Annexure-VII	Revenue Sharing Declaration Format	35
Annexure-VIII	Format of Performance Bank Guarantee	36

Annexure-IX	CA certificate Format	38
Annexure-X	Undertaking of No Near Relative Format	39
Annexure-XI	Integrity Pact	40
Annexure-XII	Agreement Format	45



1. IMPORTANT INFORMATION

S. No.	Item	Description
1	Last date for online submission of Bid	09.05.2024 (16:00 Hours)
2	Bid document Fee	NIL
3	Earnest Money Deposit (EMD)	NIL
4	Pre Bid Meeting	25.04.2024 (At 11:00 Hours) Venue: Conference Hall, REIL, Kanakpura, Jaipur
5	Query/ Clarification, if any shall be entertained latest by	26.04.2024
6	Opening of Technical Bid	10.05.2024 (16:00 Hours)
7	Contact Person for tender related queries	Manager (NP-EV) Rajasthan Electronics & Instruments Ltd. 2, Kanakpura Industrial Area, Sirsi Road, Jaipur-302034 (Rajasthan) E-mail: ln.gupta@reil.co.in
8	Place of obtaining Tender document	The Tender document can be downloaded from the following website: www.reiljp.com or E-Proc. Portal i.e. https://eprocure.gov.in/
9	REIL A/c Details for payment of Bid Document Fees (Payment mode: NEFT/RTGS)	Name of Bank : Punjab National Bank Account Number : 0221008700000152 IFSC Code : PUNB0022100 Branch name : Large Corporate Branch, M.I. Road, Jaipur

Note:

1. Only online bid will be considered against this tender.
2. REIL reserves the right to withdraw from the process or any part thereof without assigning any reason what so ever. No liability what so ever shall be accrue to REIL in such event.

Accepted Unequivocally

Bidders Signature with seal

Page No. 4

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



2. BACKGROUND AND REQUIREMENT

2.1 About REIL:

Rajasthan Electronics & Instruments Limited (REIL) is a “Mini Ratna” Public Sector Enterprise under the administrative control of Ministry of Heavy Industry, Government of India; with the aim to undertake manufacturing and supply of professional grade electronic equipment.

REIL is a professionally managed Company with strong track record. Company’s products are deployed in more than 3 Lac villages all over the country.

The Company is jointly promoted by the Government of India (51% share) and Government of Rajasthan (49% share).

The product range of the Company is divided into following segments.

Renewable Energy,
Agro-Dairy Electronics,
Information Technology &
Industrial Electronics Equipment /Services.
EV Charging Infrastructure

The USP of the Company lies in providing onsite service to rural users through a network of 8 Regional Offices, 17 FMCs (Field Maintenance Centre) and 104 Sub-FMCs.

The products / instruments widely accepted in the market includes EMT, Automatic Milk Collection unit, Smart-AMCU, Data processor Milk Collection Unit, Smart DP-MCU, Auto-EMT, DP-EMT, UMA, EWS, RMRD, RFID, IMMS, MILKO SCAN, E-MAT and other high end equipment.

REIL is in the business of SPV modules, systems, and applications, since 1985. It has capacity of producing 20 MW of SPV modules. The Company has undertaken various projects to install SPV power plants at various locations across the country. One of such projects is the Installation of SPV power plants at Atal Seva Kendra at 248 nos. Panchayat Samiti and 9100 nos. Gram Panchayat location to power up computer systems.

As a part of electric mobility Mission 2020, Department of heavy industry (DHI), Govt. of India has formulated a scheme namely (FAME- India) Faster Adoption and manufacturing of Electric (& Hybrid) vehicles in India. The objective of the scheme is to promote electrical mobility through development of Technology of Hybrid & Electric Vehicles (EVs) and charging Infrastructure.

2.2 About REIL EV Charging Infrastructure Business:

Rajasthan Electronics & Instruments Limited (REIL) REIL has been given the responsibility of creating public infrastructure for charging of Electric Vehicles in line with the Government of India mission on e-mobility. Accordingly, REIL has successfully completed following project:

1. 3 nos. of Solar Hybrid EV chargers in the city of Jaipur.

Accepted Unequivocally

Bidders Signature with seal



2. 200 nos. of EV chargers in the cities of Jaipur, Delhi & Chandigarh under FAME-I scheme which the company has successfully completed in 2018-19.
3. At present, REIL is executing project of 270 nos. of EV chargers in six cities namely Shimla, Agra, Ranchi, Goa, Hyderabad, Bengaluru and on four national highways namely Jaipur-Delhi-Agra Golden triangle and Mumbai-Pune Expressway.

2.3 E-Tendering Procedure:

The interested Bidders can submit their bid online on e-procurement portal www.eprocure.gov.in. No offer in physical form will be accepted and any such offer if received by REIL will out rightly be rejected. Tender documents can be downloaded from our website www.reiljp.com or website of CPPP www.eprocure.gov.in. Final bids are to be submitted on website www.eprocure.gov.in. Any changes modification in the tender enquiry will be intimated through above Websites only. Tenderer are therefore, requested to visit Website of CPPP (www.eprocure.gov.in.) regularly to keep themselves updated.

The Bidder need to strictly submit the price bid as per Annexure-VII in the BoQ i.e. separate document named as “Price Bid”.

The Bidders should have a valid Digital Signature certificate issued by any of the valid certifying authority to participate in the online tender.

The bids shall be uploaded in electronic form only through e-tendering system on website www.eprocure.gov.in.

2.4 About this Tender:

REIL intends to invite tender for selection of Charge Point operator (CPO) for Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.

Currently 8 locations of NDMC, New Delhi are allocated to REIL and around 100 more no.s of locations may be allocated

3. TENDER PROCESS

3.1 SUBMISSION OF BID:

- i. The Bidders shall submit their bid online only through the Government e-Procurement portal (URL: <https://eprocure.gov.in/cppp/>) as per the procedure laid down for e-submission as detailed in the website. The bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the Bidders for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.
- ii. Eligible parties are advised to read this document in detail and assess their capabilities before submission of Bid.
- iii. All the parties meeting the eligibility criteria defined under this NIT shall be short listed for further processing.

Accepted Unequivocally

Bidders Signature with seal



3.2 PREPARATION OF BIDS

Bidders should take into account any corrigendum published on the website before submitting their bids.

- i. Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- ii. Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iii. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/cppp/>.
- iv. Bidders are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
- v. Any queries relating to the tender and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:
**Manager (NP-EV),
Rajasthan Electronics & Instruments Ltd.,
2, Kanakpura Industrial Area
Sirsi Road, Jaipur-302034 (Rajasthan)
E-mail: ln.gupta@reil.co.in**
- vi. The bids shall be opened online at REIL office at Kanakpura, Jaipur
- vii. More details can be obtained during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

Accepted Unequivocally

Bidders Signature with seal

Page No. 7

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



3.3 ONLINE TENDER PROCESS:

The Tender process shall consist of the following stages:

1. Downloading of NIT document will be available for free download on Government e-procurement portal (URL:<https://eprocure.gov.in/cppp/>).
2. Publishing of Corrigendum: All corrigendum shall be published on Government- procurement portal (URL: <https://eprocure.gov.in/cppp/>) and shall not be available elsewhere.
3. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender on Government e- procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
4. Opening of Technical Bid and Bidders short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification.
5. REIL does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the Bidder.
6. REIL reserves to themselves the right of accepting the whole or any part of the bids and Bidder shall be bound to perform the same at his quoted rates.
7. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidders or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by REIL including black listing.
8. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of REIL in this regard shall be final and binding.
9. The agency shall be solely responsible for complying with the provisions of Provident Fund and ESI Acts etc., (in force and as amended from time to time) relating to manpower engaged to this contract. In the event of any liability on REIL due to failure of contract to comply the said Acts, the agency shall indemnify and reimburse the amount payable to REIL on this Account. However, it must be clearly understood that the agency/Bidders will comply to all statutory obligation in force and amended from time to time and REIL will not be held responsible in any manner whatsoever for any non- compliance of statutory obligations.
10. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.

Accepted Unequivocally

Bidders Signature with seal



11. REIL reserves the right to verify the claims made by the Bidders and to carry out the capability assessment of the Bidders and the REIL's decision shall be final in this regard.

3.4 NIT DOCUMENT FEES:

NIT document fee is Nil for this tender.

3.5 Bid Security (EMD)

Bid security Fee is Nil.

4. Scope of Work

4.1 The scope of the work of Bidder: -

1. Location Survey & Identification, Planning, Supply, Installation, Commissioning, Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.
2. The Bidder shall pay the upfront amount (non-refundable) towards project management and administration charges to REIL.
3. If selected, the Bidder shall furnish Bank Guarantee from nationalized / scheduled bank by way of performance guarantee within seven (07) days from the date of signing the agreement as per format at Annexure VIII.
4. Design and development of Fast EV Charging Station (Minimum 1 no. of Min. 60 KW Dual Gun EV charger, CCS or other EV charger compatible to most of the EVs) capable of charging majority of EVs type for 2, 3 & 4 wheelers & E-rickshaw on allocated sites. Provision for EV Charger capable of charging of E-buses is optional and to be provided if required by REIL.
5. Selected Bidder must design EVCS in compliance with the guidelines released regarding EV Charging Infrastructure time to time by Government of India/Ministry of Power/NDMC and also Selected Bidder need to furnish supporting document in compliance of these guidelines as and when required by REIL. Supply & installation of EV Chargers must be as per Government of India/Ministry of Power/NDMC guidelines.
6. The Bidder have to develop & invest in upstream electrical infrastructure for the Charging station such as transformer, RMU, cable & its laying, load enhancement, new electrical connection from DISCOM including one time/recurring expenses such as data charges, maintenance, manpower for operation (if required) etc.
7. Installation of canopy (waterproof), barricading, lighting arrangement, security systems and any other such construction required to make the EV Charging Station function satisfactorily shall be under the scope of the Bidder. Design document of above arrangements need to be approved by REIL

Accepted Unequivocally

Bidders Signature with seal



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

8. The Bidder shall arrange deployment of qualified and suitable manpower and required necessary tools, logistics, spares & consumables during supply, installation, commissioning and O&M of EV charging stations or any part thereof including the entire infrastructure developed as part of the agreement for period of 10 years from the date of signing of the agreement.
9. Bidder shall be responsible for operation and maintenance of EV Charging Stations for a period of ten (10) years from the date of commissioning.
10. All approvals, equipment, item and works which are not specifically mentioned in this agreement but are required for successful Installation & Commissioning and O&M of EV Charging Stations or any part thereof in every respect and for safe and efficient operation and guaranteed performance are included in the scope of the Bidder.
11. The Bidder shall maintain accurate and up-to-date operating logs, records and monthly reports regarding the O&M of EV Charging Stations.
12. The Bidder shall perform or contract for and oversee the performance of periodic overhauls or maintenance required for the facility in accordance with the recommendations of the supplier of EV Charging Equipment.
13. The Bidder shall procure spares parts, overhaul parts, tools, equipment, consumables, etc. required to operate and maintain the project in accordance with the prudent EV charging station practices and having regarded to warranty recommendations during entire O&M period.
14. Bidder shall sign an agreement with REIL as per format Annexure XII within 7 days from the date of award of work. On mutually agreed terms and conditions, the agreement can be further extended after the agreement period i.e. 10 years.
15. The Bidder shall, if advised by REIL, clear all the debris / scrap / equipment in line with Govt. of India's guidelines and rules for waste management and disposal of waste, during & at the end of the 10 years of O&M period at no extra cost to REIL.
16. The Bidder shall maintain and keep all administrative offices, roads, tool room, equipment, clean, green and in workable conditions.
17. The cost of electricity including surcharge, duty, demand charges, contingency for power purchase adjustment charges, etc. and all operating and maintenance expenses related to Charging Points shall be borne by the Bidder. The charging station shall be operated through the cloud-based solution technology developed and owned by M/s REIL. The Agency shall collect the charging revenue from the end customers and share a percentage of that revenue with REIL.
18. Ceiling of tariffs for charging the electric vehicle at the Charging Locations will be decided at the level of REIL in consensus of Bidder. Implementation of tariff plan in all EVCS with symmetry will be done by Bidder. However, as per “Charging Infrastructure for Electric Vehicles (EVs)-Revised Guidelines and Standards” dated 01.10.2019 issued by MoP, State Nodal Agency /State Government/Appropriate Commission shall fix the ceiling for Service Charge to be charged by Public Charging Stations (PCSs)/Fast Charging Stations (FCSs) where the Public Charging Stations (PCSs)/Fast Charging Stations (FCSs) have been installed with Government Incentive (Financial or otherwise).

Accepted Unequivocally

Bidders Signature with seal

Page No. 10

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



19. The Bidder shall procure and obtain all applicable statutory approvals/ permissions from the respective authorities for the installation of Charging station. The explosive PESO approval from the authority for each of the identified locations in coordination with NDMC shall be sole responsibility of Bidder. PESO approval of the instrument is also in scope of Bidder.
20. The Bidder shall obtain the consents, clearances and permits and the governmental approvals in a timely manner in connection with the Project. The statutory clearances to installation of charging equipment at retail petrol outlets, Government buildings parking, Metro stations parking, Municipal Corporation public parking's etc. shall be in the scope of Bidder.
21. Safety is of paramount importance and the Bidder shall take all safety precautions in connection with the setting up and operation of the Charging Stations infrastructure to ensure safety of the user. Relevant safety standards Guidelines should be adhered to as issued from time to time.
22. The Bidder shall be responsible for any direct liability that arises out of usage of EV charging stations.
23. REIL/ Bidder shall not directly or indirectly cause, create, incur, assume or suffer to exist any lien on or with respect to the System or any interest therein.
24. The locations considered for EV Charging Stations at NDMC sites in New Delhi would not be binding and can be amended seeing the potential, increase in business volume, vehicle turnaround etc., if any. In case of further allocation of locations, selected bidder has to set up the EV Charging Station as per terms & conditions mentioned in this Tender. Selected bidder shall submit PBG & Upfront amount for the further allocated locations as per the quoted prices in this tender.
25. Locations of EV Charging stations to be selected and finalized by NDMC based on the survey report, feasibility report & traffic density of EVs. Also locations with restrooms & facilities will be given priority.

Name of 8 nos. of locations are as follows:

1. Malcha Marg / malcha Marg market near school parking Area
2. Rail Museum Parking Area
3. Eastern Court Parking Area
4. Thapar House Parking
5. Kamani Auditorium Parking
6. Outside Rose Garden Parking
7. Outside Aurangzeb Lane NDMC officers Flat South End Lane Parking
8. Outside ESS Kidwai Nagar Parking

26. The Bidder shall upgrade the type of chargers and related accessories including hardware, software, spares (if required) etc., after consent from REIL in case of any technological advancements and business need during the validity period of the agreement.
27. The Bidder is also required to submit the business plan for the period of 10 years along with the upfront payment to REIL at the time of signing the agreement. The business plan shall consist of

Accepted Unequivocally

Bidders Signature with seal



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

total Capital and Operational Investment Calculations for all the charging stations, service fee to be charged from end customers (may vary depending upon the location of EV Charging Station), Revenue projections for the entire agreement period and focal cities (geographies) for operating EVCS (if any).The Bidder needs to provide the detailed investment for each charging station in their business plan.

28. The Bidder shall pay all the statutory levies and taxes imposed by the Government or any other authorities (currently or in future) on the operation of EV charging stations. Further, Bidder shall also pay increase in the taxes and/or any levies on the land area used specifically for EV charging stations, by any local authority including Municipal corporation/municipality/gram panchayat or any other statutory authority or by the government to REIL.
29. In case of facilities taken on lease from land owner Agencies where monthly rentals is being paid by location owner agency as per lease rentals, the Bidder shall pay proportionate rental amount as a reimbursement towards installation of EV charging stations ear marked area, as per the amount raised by these Agencies.
30. The Proposed EV Charging infrastructure shall be operated on REIL owned mobile app and digital platform. However, a parallel limited access of data sharing will also be given to the Bidder/Agency.
31. Any drop in minimum assured availability of charging station, due to reasons not attributable to Bidder, like disruption in input power supply (must be certified by respective DISCOM), delay in service performance obligation by OEM (evidential proof for delayed call resolution by OEM), unavailability due to issues with REIL’s cloud based mobile application in case of server down, internet disruption due to Govt. authorities shall be treated as deemed available.
32. The Bidder shall apply for electrical connections within the period of 7 days from the date of installation of charging station and shall bear all expenses related to electricity connections. If there is any delay in applying for the electrical connection beyond the period of 7 days from the date of installation of the charging station, then the Bidder shall intimate and take prior approval from REIL in such cases.
33. Bidder needs to provide suitable earthing (Preferably Gel earthing) required at each location of EV charger installation.
34. Branding on the chargers will be according to design provided by REIL, the Bidder needs to provide Sr. No. plate of the product on the back side of charger.
35. The Bidder should be in possession of technology rights of the products offered and manufacturer or authorized representative of the manufacturer.
36. The Chargers should have MODEM to communicate with REIL CMS. The SIM charges or internet charges are in Bidder scope.
37. Civil Work required for installation of chargers is in the scope of the Bidder. Bidder has to supply armored copper cable of suitable size, length per charger for power. The cable laying in conduit as per site requirement is in the scope of the Bidder.

Accepted Unequivocally

Bidders Signature with seal

Page No. 12

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



38. Bidder also needs to provide installation manual along with the drawing of civil foundation along with supply of EV charging equipment's.
39. Bidder needs to provide suitable MCCB with enclosure box for connection of the EV charger with mains supply. The installation of enclosure Box on mounting structure/wall as per site requirement is in the scope of the Bidder.
40. Bidder should conduct Live testing of all the chargers with a compatible E-Vehicle, arranged by the Bidder itself, after commissioning is completed. The live testing report along with installation & commissioning report must be submitted duly signed by the person authorized by REIL.
41. REIL or land owner agency will have right of inspection of the equipment by their own or authorized representative. (At factory /site)
42. The charging equipment must come with a comprehensive extended on-site warranty of at least 10 years from the date of installation and commissioning of the charging equipment and design life of 15 years. The on-site warranty should cover all the component fault, component failure, replacement of SPD's, faulty/damaged component of charger, and all parts at no additional cost. Bidder must ensure the life of charger for 15 years while designing and manufacturing. The Bidder must also ensure the availability of the spare parts upto 15 years of operation of the EV charging equipment.
43. The Bidder shall submit details of in-house facilities for manufacturing and testing of EV Chargers which shall include testing facility of mechanical, electrical, electronic and other related technical standard. In case of authorized representative, manufacturing facilities of the manufacturer may be considered but the Bidder will have to provide consent letter from OEM in the prescribed format attached at annexure-IV. Details of Plant Machinery along with undertaking.
44. The Bidder should have support network for EV chargers or product of similar nature in New Delhi. Bidder should give complete address of local support office including contact person, Mobile/ Tel No./ Fax/ E-mail. They should also provide the details of service equipment & trained manpower deployed for the service support.
45. The Bidder shall supply & install the fast EV chargers within one Month of agreement signing, apply for electricity connection within one week of installation, deposit the demand note raised by Discom within one week of Date of issue and commissioning within one week of availability of power supply at site. Selected bidder shall seek approval from REIL in case of any delay in timeline at any stage.
46. Electricity connection will be on the name of REIL/Selected Bidder, all the payment shall be made by successful bidder for Monthly bills within the due date. Selected bidder shall also pay any late Fee charges, if the payment is not made within the due period REIL have right to pay from successful bidder share or any due available with REIL. All fee/ security deposit for taking the connection shall be paid by the selected bidder, upon completion of contract period, if the security money returned by the DISCOM shall be paid to the selected bidder after settlement of account. Selected bidder has to coordinate with DISCOM to take the power supply to make PCS functional. In case of termination before the completion of contract period due to any reason, All fee/ security deposited to Discom by the selected bidder will not be refunded.
47. Land allotted for PCS shall not be used for any other commercial purpose other than as mentioned

Accepted Unequivocally

Bidders Signature with seal



above without written approval. Additional activities, if permitted, can be considered on mutually agreed terms and conditions and revenue sharing with NDMC & REIL.

4.2 Technical Terms & Conditions

It shall be the obligation of Bidder(s) that all the systems, sub-systems and equipment/devices shall conform in all respect to high standards of engineering, design and workmanship, and shall be capable of performing continuous commercial operation as per best industry standards and Govt. of India guidelines.

I. MAINTENANCE SERVICE:

The Bidder will require maintaining the Electric Vehicle Charging Station as per details given below :

I. PREVENTIVE & ROUTINE MAINTENANCE: -

Bidder will provide on-site comprehensive maintenance services for a period of 10 years from the date of commissioning. Quarterly Preventive Maintenance of Electric Vehicle Charging Station shall be carried out for satisfactory running of the system. It shall include such checks and maintenance activities at least routine quarterly maintenance visits which are required to be carried out on the components of the Electric Vehicle Charging Station to minimize the breakdown and to ensure smooth and trouble free running of the Systems. Bidder shall be responsible to carry out the routine & preventive maintenance services and shall provide all labour and materials. The service personnel of the successful Bidder will make the maintenance, which shall include testing & replacement of any damages parts.

II. BREAKDOWN MAINTENANCE:

Comprehensive Breakdown maintenance services shall mean the maintenance activities including any component or equipment of the Electric Vehicle Charging Station services which are not covered by routine & preventive maintenance and which are required to be carried out as a result of sudden failure of Electric Vehicle Charging Station. The Bidder shall extend after sales support as & when required at the mutually agreed terms & conditions. The complaint shall be attended and resolved within agreed time period.

III. SERVICE CENTER:

1. It is mandatory for the Bidder to open an authorized service centre equipped with sufficient qualified manpower and required spares in New Delhi before the supply / installation of system.
2. Bidder shall submit quarterly maintenance report regularly to REIL head quarter within 15 days.

II. Quality Control/Inspection by REIL

- a) The Bidder shall be wholly responsible for the quality and performance of the supplied charging equipment.

Accepted Unequivocally

Bidders Signature with seal



- b) REIL reserves the right to visit the manufacturing site or the supply chain for quality inspection. REIL at its discretion may order the testing of random samples either at the implementation partner's premises (if an ARAI/ICAT- accredited Testing Laboratory is available) or at any other third-party ARAI/ICAT-accredited laboratory at cost of the successful Bidder(s).

III. Inspection/Checking/ Testing:

The Bidder shall maintain and provide statutory test certificates for each supplied batch, confirming compliance to the technical specifications and other tender requirements.

All tests shall be carried out as per AIS, and the successful Bidder(s) shall submit the relevant test reports.

IV. **Documents Deliverable to REIL**

The Bidder(s) shall provide the following documents (both hardcopy or softcopy) to REIL/System Integrator/Utility for reference:

- a) Manual/Guide: User Manuals, FAQ, OEM Functional Manuals and Installation Guides, Business Process Guides and Troubleshooting Guides
- b) Certificates: Equipment Warranty, Insurance, tests, Inhouse functional test reports
- c) Installation & Commissioning certificates
- d) Load sanction details of each site, In case of enhancement of sanction load, bidder shall submit the related document.

Other than the certificates, the above mentioned documents shall be provided in the word format to provide flexibility for customization, if required.

V. **Risk Mitigation**

The Bidder is expected to work with project managers from communication/ system integrator/ utilities for immediately resolving the following risks (non-exhaustive indicative list):

- a) Poor equipment performance
- b) Project scope creep
- c) Unavailability of internal and external resources
- d) Rectification of equipment faults

VI. **Representatives of successful Bidder**

- a) Successful Bidder shall intimate the details of NODAL Officer, within one week of issue of LOA, who shall be the single point contact from their side for all communications (technical as well as contractual). REIL also shall intimate the details of Engineering In-charge (EIC) who shall coordinate all the activities from the side of REIL.

Accepted Unequivocally

Bidders Signature with seal



- b) The NODAL officer shall be responsible for interacting with REIL and all the other stakeholders such as system integrators, communication service providers etc. to ensure seamless implementation of the project.

4.3 Scope of the work of REIL:

1. REIL shall sign an agreement with the landowner agency i.e. NDMC.
2. REIL shall provide locations selected & finalized by NDMC for EVCS installation as per feasibility report.
3. REIL/NDMC shall facilitate the Bidder/ agency in getting new electricity connection/ enhancement of demand, load requirement at specific location for installation EV charging station.
4. Gross revenue shared with REIL by successful Bidder shall include lease rent/revenue to be shared with the land owners as per MoP Guidelines (i.e. Max. Rs.1/Unit Consumption of electricity in EV Charging). In Case lease rent/revenue sharing exceeds Rs.1/Unit then successful Bidder shall pay the additional lease rent/revenue (Other than Rs.1/Unit) to land owners.
5. REIL will authorize Bidder to set up, operate & maintain EV Charging stations at NDMC locations for a period of ten (10) years from the date of signing the agreement.
6. REIL/NDMC shall provide guidelines for branding on EV chargers. The Co-branding shall be done considering proper representation of REIL, NDMC and other purposes as per REIL guidelines. The branding of the installed EV Chargers and related infrastructure so as to create positive long-term association, market penetration, to create synergies based on unique strengths of each parties/brand and also to boost the reputation of the parties in this project. Revenue generated by advertisements of products other than EV Charging infrastructure shall be shared with NDMC, REIL & CPO as per mutual agreed terms.

5. Eligibility Criteria

The participation in the NIT is invited from agency who meets all the following criteria.

Eligibility criteria checklist

S. No.	Eligibility criteria	Supporting documents Required	Documents attached (Yes/No)	Enclosure /Page no.
1.	Legal Entity: The Bidder must be a company registered under Indian Companies Act, 1956, Companies Act 2013 or The Partnership Act, 1932 or LLP act 2008	Certificate of Incorporation, Service Tax Registration, GST, PAN, TIN, ITR, Sales Tax Registration and Registration certificate		

Accepted Unequivocally

Bidders Signature with seal



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

2.	The bidder should have experience of Supply, Installation, commissioning, operation & maintenance of at least 30 nos. of EV Charging Stations for period of Min. one year from date of publish of NIT.	Details of the experience in form of work order and Work completion Certificate/ Undertaking of work completion or undertaking of on-going project.		
3.	Bidder must have experience of Supply, Installation, commissioning, operation & maintenance of at least 8 nos. of EV Charging Stations at Government Department/Premises.	Document in terms of work order and satisfactory performance report		
4.	The minimum annual turnover of the Bidder in the preceding three financial years w.r.t. the date of bid opening, should be minimum at 43,20,000.00 and the net worth of the company in last FY must be positive i.e., 2023-24.	Supporting document required in form of Balance sheet of last 3 FYs, CA certificate, Banker Report.		
5.	The bidder should have support network for operation of the EV charging infrastructure in NCR region.	Details of service and support centre in terms of manpower details, details of facilities in the form of Undertaking.		
6.	The Bidder must not be a black listed by any Central Government / State Government Organization and any other Public Sector Organizations. Bidder has to submit the undertaking as mentioned in Format-VI on letter head with duly signed and attested by the Company secretary.	Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies as on the due date for submission of bid.		
7.	The Bidder should have experience of having successfully completed the order of SITC of EV chargers and EV Chargers should be in operation for at least one year; during last 7 years ending previous month of the date of bid submission should be either of the following: a) Three orders of SITC of EV chargers costing not less than the amount equal to 40% of Total estimated value i.e 57.60 lacs Rs. of type of EV charging equipment or b) Two orders of SITC of EV chargers costing not less than the amount equal to 50% of Total estimated value i.e. 72.00	Attach Documentary Evidence in form of work order and Certificate or Undertaking of work completion/ On-going project.		

Accepted Unequivocally

Bidders Signature with seal

Page No. 17

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



	lacs Rs. of type of EV charging equipment or c) One order of SITC of EV chargers costing not less than the amount equal to 80% of Total estimated value i.e 1.15 cr. Rs. of type of EV charging equipment. <i>In case of authorised representative, the OEM's experience may be considered.</i>			
8.	EV Chargers should be ARAI/ International Certification /ICAT/ IEC approved.	Performance Certificate/ Test Report of ARAI /ICAT/International Certification. Copy of respective test report from Test lab.		
9.	Bidder need to provide consent letter /Authorization letter (Applicable in case Bidder is not OEM) regarding manufacturing & testing facility, warranty and after sales support.	Consent letter/Authorization certificate (Attached at annexure-IV)		
10.	For Start-ups: Start-up must have financial capacity to execute the project mentioned in this tender. The entity should have sufficient financial capacity of at least Rs. 9.00 Crore to invest in the project	Certificate from banker/Financial Institutions/ Solvency certificate of Rs. 9.00 crore		

Note:

1. If the Bidder has the ARAI approval of higher capacity charger, than it may be considered valid for less power rating charger mentioned in this tender.
2. Exemption will be provided for startup/MSME as per GOI guidelines.
3. The Bidder must submit the Eligibility criteria checklist with due reference to the supporting documents as provided in their Bid.

6. Revenue Sharing Mechanism

6.1 The charging station shall be operated through the cloud-based solution technology developed and owned by M/s REIL only. The payment shall be collected digitally through the app and amount shall be transferred directly to an ESCROW account. The successful bidder shall open an ESCROW account and ensure efficient and transfer of receivables (adequate share of the gross revenue from EV charging) from ESCROW account to REIL's account on a monthly basis or as required by REIL.

6.2 An ESCROW agreement will be signed between Bidder and REIL or Bidder and REIL and Land

Accepted Unequivocally

Bidders Signature with seal



Owner Agency at the time of opening the account. The invoice to the customer will be raised by the Bidder. REIL will bill to the Bidder for its share in revenue on monthly basis.

6.3 REIL shall have the right at its discretion to audit the accounts of the selected bidder to verify the details provided by the bidder and the selected bidder shall provide required assistance for the purpose.

6.4 All income and other amounts in the ESCROW account shall be income of the Bidder as per provisions of the relevant tax laws of the India.

6.5 The Bidder shall pay all the statutory levies and taxes imposed (like GST, Excise, ESI, PF, TCS, TDS etc.) by the Government/Bank or any other authorities (currently or in future) on the operation and maintenance of ESCROW account. Further, Bidder shall also pay increase in the taxes and/or any levies on ESCROW account.

6.6 All the charging stations will be made ONLINE on REIL developed and own mobile application and cloud server and be monitored continuously. The Bidder must ensure that at least 98% of the chargers (average uptime in a month) are always maintained in working condition. The uptime includes the working condition of the charger shall be monitored online with the REIL central server/ mobile application. The payment Gateway with wallet along with its name will be provided by selected Bidder. All types of charges regarding the arrangement (purchase) of payment gateway to REIL & Integration with CMS Application is in scope of Selected agency including day to day transaction charges after go-live of CMS Application.

6.7 In case of any charger goes OFFLINE, the payment via charging from that charger shall be transparently declared and transferred to REIL by the Bidder. Same shall be applicable for any cash payment made by the end customer, in any circumstance.

6.8 The Bidder shall maintain adequate logs and records of the following and share with REIL on a monthly basis, during the contract period:

- Number of vehicles charged per day
- Time to charge a vehicle (for each charger type)
- Run-time (for each charger type)
- Unit consumption for charging (for each charger type)

7 Contract Performance Guarantee

7.1 Performance Bank Guarantee: The Bidder shall furnish & submit the First Bank Guarantee and subsequent bank guarantees from nationalized / scheduled bank by way of performance guarantee within seven (07) days of signing of the contract/ agreement. Performance guarantee shall remain valid upto 10 years from the date of its issuance. The format of bank guarantee format is attached at Appendix-VIII.

Note: Selected bidder shall submit PBG of an amount calculated @ Rs. 750/KW and total electricity load sanctioned on EVCS sites of NDMC. In case of further enhancement of load at EVCS locations, applicable additional amount of PBG to be submitted by the bidder. Initially Bidder has to submit the PBG of an amount Rs. 7.20 lakh within seven (07) days of signing of the

Accepted Unequivocally

Bidders Signature with seal



contract/ agreement considering load of 2 nos. of 60 kW CCS II EV Charger @ Rs. 750.00 per KW at 8 locations each.

7.2 Forfeiture of performance Guarantee: In case the Bidder fails to complete the project within the stipulated time period and to maintain the minimum uptime or the bidder failing to complete its contractual obligations, REIL shall forfeit and encash the Performance guarantee amount.

7.3 Blacklisting: In case the Bidder fails to complete the project within the stipulated time period or fails to complete its scope of work or any other obligation mentioned in the MoA, the Bidder may blacklisted by REIL.

8 Care of Facilities: The Bidder shall be responsible for the care and custody of the EVCS or any part thereof until the date of Completion of the Contract pursuant, and shall make good at its own cost any loss or damage that may occur to the EVCS or any part thereof from any cause whatsoever during such period. The Bidder shall also be responsible for any loss or damage to the EVCS or any part thereof caused by the Bidder or its sub-implementing partners during any work carried out.

9 Insurance

9.1 The Bidder shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions. The identity of the insurers and the form of the policies shall be subject to the approval of the REIL, who should not unreasonably withhold such approval.

9.2 The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that REIL/Landowner shall not incur any financial loss, as long as the EV charging station continues to remain under the custody of the Bidder.

9.3 Adequate and seamless insurance coverage O&M period to cater all risks related to O&M of EV Charging Station to indemnify the REIL/Landowner. Insurance certificate of warehouse and / storage facility for the EV Charging Equipment shall be submitted to REIL before the start of the installation and commissioning work.

9.4 In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Bidder shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the Bidder.

9.5 The Bidder shall arrange to supply/ rectify/ recover the materials even if the claim is unsettled for timely completion of the project. The final financial settlement with the insurance company shall rest upon the Bidder.

9.6 In case of any delay of the project attributable to the Bidder, the Bidder in consultation with REIL should take the extension of insurance. Any financial implications shall, however, be borne by the Bidder.

9.7 The Bidder should arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Bidder shall also undertake a Third-Party Insurance. REIL will not be responsible for any such loss or mishap.

9.8 All other insurance like Bidder All Risk, workmen compensation, third party liability, insurance against theft and acts of GOD and others as required for the Construction and O&M of the EV Charging Station and to indemnify the REIL/Landowner/Supplier of equipment/ material and

Accepted Unequivocally

Bidders Signature with seal



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

resources shall be borne by the Bidder. Fire insurance is to be arranged by the Bidder up to the years of O&M of the Contract.

- 9.9** The insurances are to be suitably taken for the activity/ act which are required to cover all the risks associated to the activity / act. The Bidder shall be responsible to take suitable insurance till the completion of the O&M contract and indemnify the REIL from all associated risks whatsoever.

Accepted Unequivocally

Page No. 21

Bidders Signature with seal

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



10 Schedule of payment by the bidder to REIL:

Sl. No.	Payment Item	Timeline
1	Upfront Payment	At the time of signing of the agreement, say T ₀
2	Performance Bank Guarantee (PBG)	T ₀ + 7 days
3	Revenue Sharing	On monthly basis till the end of the agreement period

Note: T₀- Agreement to be signed by Successful bidder within 7 days from the date of award of work.

11 Risk and Cost

In the event of failure/delays on the part of the Bidder in “Location Survey & Identification, Planning, Supply, Installation, Commissioning, Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC locations in New Delhi” work awarded under this project for the project period of 10 years, REIL shall be entitled to cancel the contract for remaining period and rest of the project work of the EVCS can be given to other agency at risk and costs of the Bidder.

Further Penal action up to forfeiture of the performance bank guarantee and subsequently the Bidder may also be blacklisted.

12 General Terms & Conditions

- 12.1 Part-I (Technical) to be opened by the REIL committee.
- 12.2 Bidder should confirm to all Technical and Commercial terms and conditions.
- 12.3 **Evaluation will be done on the basis of quotation for revenue sharing % with REIL by the bidder. Accordingly, H1 will be decided on the basis of quotation for revenue sharing % with REIL.**
- 12.4 Based on the response to the Tender, REIL reserves the right to extend the last date of submission of Bids and to reschedule the opening of “Part-I”. Information regarding extension of date, any other amendment if required shall be available on website eprocure.gov.in only. Bidder are therefore, requested to visit Website of CPPP (www.eprocure.gov.in) regularly to keep themselves updated.
- 12.5 As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, One Agent cannot represent two or more suppliers or quote on their behalf in a particular tender for single item. If so found at any stage, their offer will not be considered.
- 12.6 Bidder should not be black listed in any PSUs/Government/Semi Government/Quasi

Accepted Unequivocally

Bidders Signature with seal



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

Government department in India, as on date of submission of bid. In this regard supplier (manufacturer) has to furnish undertaking that they are not blacklisted by any of the above-mentioned organization.

- 12.7 REIL reserves the right to postpone the date of receipt of bids, accept or reject any bid without assigning any reason.
- 12.8 Benefits to MSME/Startups will be given as per the latest Government Policy/ Guidelines. Condition of prior turnover and prior experience with respect to startups and Micro & Small Enterprises may be relaxed subject to meeting of quality and technical specifications.
- 12.9 Definition of Start-up should be in line with latest government notification (as per DIPP).
- 12.10 Startup should be registered in the category of Green technology/ Automative/ Electric Vehicle/ EV chargers related Industry.
- 12.11 Bidder should be agreed to collaborate/ tie-up with the Company for manufacturing of Charging Equipment in REIL under Make In India initiative. Bidder to indicate the willingness.
- 12.12 Bidder should agree to work jointly with REIL for scaling up the business based on this project on pan India basis. Bidder should indicate (through a plan/ presentation) how they would like to move ahead.
- 12.13 Bidder should have quality management system.
- 12.14 There should be minimum 50 (%) percentage of domestic value addition in manufacturing of EV chargers or as per latest Govt. guidelines. The Bidder needs to submit self-undertaking and CA certificate in the prescribed format attached at Annexure- XIII.
- 12.15 Total Quantity may vary as per the actual requirement. All guidelines/ direction/ amendment by REIL shall be applicable to the Bidder.
- 12.16 The pre bid meeting will be held as mentioned in schedule.
- 12.17 The Bidder shall not sublet, transfer or assign the contract or any part thereof without the written permission of REIL. In the event of the Bidder contravening this condition, REIL be entitled to place the contract elsewhere on the Bidder's account at its risk & cost and the Bidder shall be liable for any loss or damage, REIL may sustain in consequence or arising out of such replacing of the contract.
- 12.18 Right to accept/ reject: REIL reserves the right to reject any or all bid without assigning any reason whatsoever. Also, the REIL authority reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the Empanelled Agencies.
- 12.19 REIL reserves the right to relax the eligibility conditions and other terms & conditions.
- 12.20 The Bidder has to submit undertaking to ensure the availability of spares (on requirement) for the period of Ten years.
- 12.21 The Bidder shall provide hands on training for commissioning of all type of EV chargers free of cost to REIL or the agency nominated by the REIL.
- 12.22 The Bidder must have infrastructures for installation, commissioning, operation, maintenance warranty of the chargers. The Bidder needs to provide the details of infrastructures.
- 12.23 The Bidder must have in-house facilities for manufacturing and testing of EV chargers. In case of authorized representative, manufacturing facilities of the manufacturer may be considered but the

Accepted Unequivocally

Bidders Signature with seal



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

Bidder will have to provide consent letter from OEM in the prescribed format attached at annexure-IV. Details of Plant Machinery along with undertaking.

- 12.24 It is mandatory for MSE/Start up Empanelled Agencies to declare their Udhyog Aadhar number/ NSIC Certificate on CPPP portal, failing which such Empanelled Agencies will not able to take the benefits of procurement policy for MSE/Start-ups and also attach the certificate along with the. Annexure. (Bidder to attached copy of relevant certificate for EV Business is required to take profit of Startup/MSME.)
- 12.25 The agencies, which were previously awarded contract by REIL for “Location Survey & Identification, Planning, Supply, Installation, Commissioning, Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations Across India” and terminated need not to apply in this tender.
- 12.26 The agency shall be required to make presentations related to the information sought in response to this NIT, if so requested by REIL.
- 12.27 The agency shall be required to submit investment plan, sources fund and business model for successful implementation of the creation of charging infrastructure and services.
- 12.28 The agency shall bear all the costs for participation in the bid process including preparation of responses to the NIT or RFP and must be ready to undertake this activity on its own.
- 12.29 The agency should not have been black-listed by any Ministry, Government department or customer of the Central or State Government of the country. The bidder to submit an undertaking to this effect. This undertaking becomes the part of the Cover-note.
- 12.30 Any false information provided in the NIT with respect to citations, Projects handled, Office locations or any other information – if found out incorrect by REIL, would lead to disqualification of the bidder and other suitable penal actions.
- 12.31 This NIT does not constitute and will not be deemed to constitute any commitment on part of REIL for final selection of the bidder and/or commencement of business operations.
- 12.32 Relaxation shall be provided as per MSME & DIPP policy for start-up & MSE companies.
- 12.33 The bidder may be terminated /exited from the contract and can be further blacklisted by REIL, any one of the following reasons, if the bidder at any stage of the tender i.e. tender process, tender award, and tender execution:
- Any misinformation, misrepresentation, breach or violation of the terms of this Agreement by either of the Parties;
 - If the bidder deviates from or not fulfils his scope of work in the given timeline in the award.

Accepted Unequivocally

Bidders Signature with seal

Page No. 24

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



13 STANDARD OF PERFORMANCE: The Successful Bidder shall carry out the tasks/services assigned and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry.

14 NO NEAR RELATIVE CLAUSE

The Bidder should give a certificate that none of his/her near relative is working in REIL as defined below along with their technical bid as per the attached Annexure. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and REIL will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in REIL’s Tender. The near relatives for this purpose are defined as:- (a) Members of a Hindu undivided family. (b) They are husband and wife. (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

15 SEVERABILITY

In the event that any or any part of the terms conditions or provisions contained in the Contract shall be determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be served from the remaining terms, conditions and provisions that shall continue to be valid and enforceable to the fullest extent permitted by law.

16 CONFIDENTIAL TREATMENT

It is understood and agreed that data, know-how and other such proprietary information that was provided or will be provided by either party, will remain confidential.

17 RELATIONSHIP OF THE PARTIES

REIL relationship with Supplier will be that of a Business Associate, and nothing in this Contract shall be construed to create a relationship, joint venture, partnership.

18 INDEMNITY

REIL and the Supplier/Bidder will indemnify, defend, and hold harmless each other and its divisions, successors, subsidiaries and affiliates, the assigned of each and their directors, officers, agents and employees from and against all liabilities, claims, losses, and damages of any nature, including, without limitation, all expenses (including attorney’s fees), cost, and judgments incident there to REIL and REIL’s obligations under this indemnity will survive the expiration, termination, completion or cancellation of this Contract or an order hereunder.

19 RESTRICTION ON EMPLOYMENT

Both the parties have agreed that they will not recruit any members of staff of other party directly or indirectly.

Accepted Unequivocally

Bidders Signature with seal



20 GOVERNING LAW

This contract and its validity, interpretation and performance will take effect and be governed under the laws of India. Venue in any action in law or equity arising from the terms and conditions of this contract shall be the court of appropriate jurisdiction in Jaipur, Rajasthan (India).

21 INTEGRITY PACT

Bidder shall sign and submit the integrity pact attached at annexure XI.

22 ARBITRATION

Any dispute, which could not be settled by the Parties through amicable settlement, shall be finally referred to arbitration of a Sole Arbitrator, to be appointed mutually by both the parties to the dispute, and the decision of such arbitrator, shall be final and binding on both the parties. In the absence of any such mutual agreement among the parties regarding appointment of the Sole Arbitrator, the same shall be done as per the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the Rules made there under as applicable in India. The fees and expenses of the Sole Arbitrator shall be borne by both the parties equally. This shall be subject to Jaipur Jurisdiction only.

23 Termination For Default:

The Tendering Authority may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or in part if :

- The Bidder fails to deliver any or all of the obligations within the time period(s), or any extension thereof granted by the Tendering Authority.
- The Bidder fails to perform any other obligation(s) under the contract.

The signed Agreement shall come into force from the Effective Date of the agreement and remain in force during the ‘Term’ as defined under Definitions above. The agreement shall be further extended for a period as decided and agreed mutually in writing by the Parties. The Agreement may be terminated / exited by the Parties prior to the scheduled validity period due to any one of the following reasons:

- Any misrepresentation, breach or violation of the terms of this Agreement by either of the Parties;
- Upon the completion of consecutive 10 (ten) years from the Effective Date,

Upon termination of agreement (before completion of contract period) due to any reason, following terms will be applicable:

- Forfeiture of security amount /performance bank guarantee
- REIL shall be entitled to cancel the contract for remaining period and rest of the project work of the EVCS can be given to other agency at risk and costs of the bidder.
- REIL/its authorized agency have rights to utilize the infrastructure for operation of the installed Chargers of NDMC sites for the remaining contract period without any revenue sharing.

Accepted Unequivocally

Bidders Signature with seal



24 Force Majeure:

- a. Notwithstanding the provisions of contract, the Bidder shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b. For Purposes of this clause, “Force Majeure “means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the Tendering Authority either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c. If a Force Majeure situation arises, the Biddershall inform the REIL within 72 hours in writing of the existence of the fact, conditions and the cause thereof before suspending work without penalty on either side from the period of such suspension not exceeding 3 months. Unless otherwise directed by the Tendering Authority in writing the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all prevented by the force majeure event.
- d. The Tendering Authority may terminate this contract, by giving a written notice of minimum 30 days to the Bidder being unable to perform a material portion of the services for a period of more than 60 days.

25 Forfeiture of Security (performance bank guarantee):

Non-compliance of contractual obligations, hiding of facts by the Bidder if revealed at any stage, would amount to forfeiture of security (performance bank guarantee) and subsequently the bidder also be black listed.

26 Delay in Performance & Penalty:

Any delay by the SUCCESSFUL BIDDER in the performance of its delivery obligations shall render him liable for penalty, @ 0.50% of the estimated value of the EV Charging Station per week subject to a maximum of 10% of the value estimated value of the EV Charging Station. Bidder has to pay LD amount within 30 days from the date of intimation from REIL, otherwise LD amount will be recovered from PBG.

27 Other Conditions:

- The Tendering Authority reserves the right to release the order for whole or part of the products as per the requirements of the Tendering Authority.
- The SUCCESSFUL BIDDER shall indemnify the Tendering Authority against all third-party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the products supplied by the SUCCESSFUL BIDDER.
- The SUCCESSFUL BIDDER shall provide training on appropriate aspects wherever desirable that Tendering Authority feels necessary to such persons as nominated by the Tendering Authority.
- The SUCCESSFUL BIDDER shall provide adequate and appropriate support and participation in training on a continuing for entire of the project.

Accepted Unequivocally

Bidders Signature with seal



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

Annexure-I

Eligibility criteria checklist

S. No.	Eligibility criteria	Supporting documents Required	Documents attached (Yes/No)	Enclosure /Page no.
1.	Legal Entity: The Bidder must be a company registered under Indian Companies Act, 1956, Companies Act 2013 or The Partnership Act, 1932 or LLP act 2008	Certificate of Incorporation, Service Tax Registration, GST, PAN, TIN, ITR, Sales Tax Registration and Registration certificate		
2.	The bidder should have experience of Supply, Installation, commissioning, operation & maintenance of at least 30 nos. of EV Charging Stations for period of Min. one year from date of publish of NIT.	Details of the experience in form of work order and Work completion Certificate/ Undertaking of work completion or undertaking of on-going project.		
3.	Bidder must have experience of Supply, Installation, commissioning, operation & maintenance of at least 8 nos. of EV Charging Stations at Government Department/Premises.	Document in terms of work order and satisfactory performance report		
4.	The minimum annual turnover of the Bidder in the preceding three financial years w.r.t. the date of bid opening, should be minimum at 43,20,000.00 and the net worth of the company in last FY must be positive i.e., 2023-24.	Supporting document required in form of Balance sheet of last 3 FYs, CA certificate, Banker Report.		
5.	The bidder should have support network for operation of the EV charging infrastructure in NCR region.	Details of service and support centre in terms of manpower details, details of facilities in the form of Undertaking.		
6.	The Bidder must not be a black listed by any Central Government / State Government Organization and any other Public Sector Organizations. Bidder has to submit the undertaking as mentioned in Format-VI on letter head with duly signed and attested by the Company secretary.	Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies as on the due date for submission of bid.		
7.	The Bidder should have experience of having successfully completed the order of SITC of EV chargers and EV Chargers should be in operation for at least one year; during last 7 years ending previous month of the date of bid submission should be	Attach Documentary Evidence in form of work order and Certificate or Undertaking of work completion/ On-going project.		

Accepted Unequivocally

Bidders Signature with seal

Page No. 28

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

	<p>either of the following:</p> <p>a) Three orders of SITC of EV chargers costing not less than the amount equal to 40% of Total estimated value i.e 57.60 lacs Rs. of type of EV charging equipment or</p> <p>b) Two orders of SITC of EV chargers costing not less than the amount equal to 50% of Total estimated value i.e. 72.00 lacs Rs. of type of EV charging equipment or</p> <p>c) One order of SITC of EV chargers costing not less than the amount equal to 80% of Total estimated value i.e 1.15 cr. Rs. of type of EV charging equipment.</p> <p><i>In case of authorised representative, the OEM's experience may be considered.</i></p>			
8.	<p>EV Chargers should be ARAI/ International Certification /ICAT/ IEC approved.</p>	<p>Performance Certificate/ Test Report of ARAI /ICAT/International Certification. Copy of respective test report from Test lab.</p>		
9.	<p>Bidder need to provide consent letter /Authorization letter (Applicable in case Bidder is not OEM) regarding manufacturing & testing facility, warranty and after sales support.</p>	<p>Consent letter/Authorization certificate (Attached at annexure-IV)</p>		
10.	<p>For Start-ups: Start-up must have financial capacity to execute the project mentioned in this tender. The entity should have sufficient financial capacity of at least Rs. 9.00 Crore to invest in the project</p>	<p>Certificate from banker/Financial Institutions/ Solvency certificate of Rs. 9.00 crore</p>		

Note:

1. If the Bidder has the ARAI approval of higher capacity charger, than it may be considered valid for less power rating charger mentioned in this tender.
2. Exemption will be provided for startup/MSME as per GOI guidelines.
3. The Bidder must submit the Eligibility criteria checklist with due reference to the supporting documents as provided in their Bid.

Accepted Unequivocally

Bidders Signature with seal

Page No. 29

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



Annexure II

Commercial Terms and Conditions

SN	Description	Complied/ Not Complied	Deviation if any
1	<p>Comprehensive Guarantee/Warranty: The equipment shall have min. 10 years on site comprehensive warranty of overall system from the date of installation and commissioning for manufacturing defects/performance.</p> <p>During this period manufacturer/supplier shall replace/repair the defective parts. The entire expenditure including all type of taxes/ duties, freight, customs duty and customs clearing charges if any for such replacement shall be borne by the supplier.</p>		
2	<p>Other Documents required: User’s Manual, Troubleshooting Manual, Relevant Drawings and Specifications, Commissioning Spares List, Recommended Spares List etc.</p>		
3	<p>Pre-dispatch Inspection (PDI): REIL at its discretion may carry out PDI at manufacturer’s site. Manufacturer will impart training at their works by providing hands-on experience on operation and maintenance of equipment and understanding the process technology. The Manufacturer will facilitate for the same.</p>		
4	<p>Time for Installation and Commissioning: The Bidder shall supply & install the fast EV chargers within one Month of agreement signing, apply for electricity connection within one week of installation, deposit the demand note raised by Discom within one week of its issue and commissioning within one week of availability of power supply at site. Selected bidder shall seek approval from REIL in case of any delay in timeline at any stage.</p>		
5	<p>Liquidated Damage: Any delay by the SUCCESSFUL BIDDER in the performance of its delivery obligations shall render him liable for penalty @ 0.50% of the estimated value of the EV Charging Station per week subject to a maximum of 10% of the value estimated value of the EV Charging Station. Bidder has to pay LD amount within 30 days from the date of intimation from REIL, otherwise LD amount will be recovered from PBG.</p>		
6	<p>Validity: Offer must be valid at least for 180 days from date of opening of tender.</p>		
7	<p>Disputes: In case of any dispute, the decision of Managing Director, Rajasthan Electronics & Instruments Limited, Jaipur will be final and binding on both the parties. Further dispute, if any, will be settled in the court of Law at Jaipur jurisdiction only.</p>		

Note: The above Terms & Conditions will deemed to be confirmed when the column for Complied or not complied is filled with the words complied or not complied. In case of not complied of any condition then use the column of Deviation by writing deviation reason.

Accepted Unequivocally

Bidders Signature with seal



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

Annexure-III

Covering letter from the Manufacturer/Authorized Representative

(To be submitted on manufacturer's Letter Head)

Reference:.....

Date:.....

The Manager (NP-EV),
Rajasthan Electronics & Instruments Limited, Jaipur
2, Kanakpura Industrial Area, Sirsi Road, JAIPUR-302034

Subject: Submission of tender for selection of Charge Point operator (CPO) for Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.

Dear Sir,

This is to notify you that our company intends to submit a proposal in response to the tender for selection of Charge Point operator (CPO) for Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.

Primary and Secondary contacts for our company are:

	Primary contact	Secondary contact
Name:		
Title:		
Company Name:		
Address:		
Mobile:		
E-mail:		

We confirm that the information contained in this response or any part thereof, including appendix, exhibits, and other documents and instruments delivered, or to be delivered to REIL is true, accurate, verifiable and complete.

This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favors our company in the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, **We further undertake that our Company is never black-listed by any Central or State Government agency.**

We agree to abide by the conditions set forth in this tender.

It is hereby confirmed that I/ We are entitled to act on behalf of our corporation/ company/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection. With reference to this tender we also hereby agree all the terms & conditions related to OEMs.

(Signature) (Name)

(In the capacity of)

Duly authorized to sign the tender Response for and on behalf of: Sincerely,

(Name of the company)

Name Title Signature Date(Name and Address of Company) Seal/Stamp of the Agency

Accepted Unequivocally

Bidders Signature with seal

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

Annexure-IV

TENDER NO. REIL/NP/24-25/E-PROC./001

Authority Letter

(To be submitted on manufacturer's Letter Head)

Ref Letter No.

Date:

To

The Manager (NP-EV),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area, Jaipur-302034
Rajasthan

Sub: consent letter from the OEM/ authorization Certificate

Dear Sir,

We M/s.....are the established manufacturer of Electric Vehicle Charging Equipment (EVCE) having registered office at

We hereby authorize M/s..... having registered office at..... for REIL tender no (Applicable in case the Bidder is not OEM)

We hereby undertake to extend full warranty and after sale support for contract period as per the tender no.....

We have all the necessary manufacturing and testing facilities at (address).....

We also undertake to allow the tendering authority i.e. M/s REIL or its authorized person/Agency to visit our manufacturing sites and testing facility as and when required by REIL.

Firm name:-

Signature with seal

Note: The authority letter should be supported by the authorisation from the competent authority and Board resolution.

Accepted Unequivocally

Bidders Signature with seal

Page No. 32

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

Annexure-V

TENDER NO. REIL/NP/24-25/E-PROC./001

Performance Certificate

(To be submitted on manufacturer's Letter Head)

Ref. Letter No.

Date:

To

The Manager (NP-EV),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura, Industrial Area, Jaipur-302034
Rajasthan

Dear Sir,

We M/s.are certifying that Charging Stations Model no. -----
procured from M/s..... is working satisfactory since last -----
years.

On behalf of company.....

Name and Designation

Signed and sealed (who has signed the tender)

Accepted Unequivocally

Bidders Signature with seal

Page No. 33

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

Annexure-VI

TENDER NO. REIL/NP/24-25/E-PROC./001

CERTIFICATE FOR NON-BLACK LISTING

(To be submitted on manufacturer's Letter Head)

Ref Letter No.

Date:

To

The Manager (NP-EV),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura, Industrial Area, Jaipur-302034
Rajasthan

Dear Sir,

We M/s. Confirm that we are not blacklisted in any PSUs/Government/Semi Government /Quasi Government department in India, as on date of submission of bid. This undertaking is submitted to the best of my knowledge. If at any stage it is found wrong then REIL may take necessary action against us.

On behalf of company.....

Name and Designation

Signed and sealed (who has signed the tender)

Accepted Unequivocally

Bidders Signature with seal

Page No. 34

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



Annexure-VII

Revenue Sharing Declaration.
FORMAT FOR FINANCIAL PROPOSAL
(To be submitted on Agency's Letter Head)

Reference: -

Date:

Manager (NP-EV),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area,
Jaipur-302034 (Rajasthan)

Subject: Invitation of financial proposal from Bidder for Location Survey & Identification, Planning, Supply, Installation, Commissioning, Operation & Maintenance and on Site Comprehensive Warranty of EV Charging Equipments for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi

Dear Sir,

This is to notify you that our company intends to submit a financial proposal in response to the RFP for Location Survey & Identification, Planning, Supply, Installation, Commissioning, Operation & Maintenance and on Site Comprehensive Warranty of EV Charging Equipments for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.

As per the scope of work for the Bidder, we agree to share a percentage of gross revenue collected from the EV charging business with REIL as per the information provided in the table below:

Revenue Sharing Details* (% of Gross Revenue from charging business, GST extra as applicable)	
Applicable EV Charging Station	Percentage Revenue to be shared with REIL (to be quoted in price bid)
At NDMC locations	-

NOTE:

- **The minimum percentage of revenue to be shared with REIL is 15% of the gross revenue collected from EV charging.**

We fully understand that we are liable to be terminated off the contract during the project, if found unable to share the revenue as per the details provided.

Sincerely,

(Name of the Agency) Name

Title Signature

Date

(Name and Address of Company)

Seal/Stamp of the Agency

Accepted Unequivocally

Bidders Signature with seal



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

Annexure-VIII

PERFORMANCE BANK GUARANTEE

Bank Guarantee No. :

BG Date:

BG Amount:

Validity:

Claim Period:

Rajasthan Electronics and Instruments Limited.

2. Kanakpura Industrial Area,

Sirsi Road, Jaipur – 302034

In consideration of Rajasthan Electronics and Instruments Limited, 2, Kanakpura Industrial Area, Sirsi Road Jaipur 302034 (herein after called “REIL”) having agreed to exempt (Party Name) (herein after called ‘the said contractor(s)’) having its Registered Office at (Party address) from the demand under the terms and conditions of an agreement

/Purchase order No.; Date made between REIL and (Party Name) for the supply of (herein called “the said agreement”) of performance bank guarantee for the due fulfilment by the said contractor of the terms and conditions contained in the said Agreement, on the production of the bank guarantee for Rs (Rupees only). We,(Banker Name& address) (herein after called “the bank”) at the request of..... (Party Name), (contractor(s)) do hereby undertake to pay of the REIL and amount not exceeding Rs. (Rupees only) against any loss or damage caused to or suffered or would be caused to or suffered by REIL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

We,..... (Banker Name) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the REIL by reason of breach by the Set contractor(s) of any of the terms and conditions contained in the said agreement or by the reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of REIL in this contract shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees only).

We, (Banker Name), undertake to pay to REIL money (Not exceeding Rs (Rupees only) so demanded not withstanding any dispute raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal, The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment. We,(Banker Name), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement

Accepted Unequivocally

Bidders Signature with seal

Page No. 36

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

and that it shall continue to be enforceable till at the dues of the REIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or by virtue of the said agreement have been fully or properly carried out by the said contractor(S) and accordingly discharge this guarantee. However, unless a demand or claim under this guarantee is made on us in writing before _____(Date), shall be discharged from all liabilities under this guarantee thereafter. We,(Banker Name) further agree with the REIL. that the REIL shall have the fullest liberty without our consent and without affection on any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or the extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercise able by the REIL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to contractor(s) or for any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, (Banker Name) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the REIL in writing. Unless a demand or claim under this guarantee is made on us and writing on or before _____(Date), we shall be discharged from all the liability under this guarantee thereafter.

Notwithstanding anything contained herein above:

1. Our liability under this Bank Guarantee shall not exceed Rs (Rupees only)
2. This Bank Guarantee shall be valid up to and
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive from you a written claim or demand within 12 months from date of validity of BG. The said letter of guarantee has been transmitted through SFMS gateway to your bank. It is advised that in your own interest, you may verify the genuineness of above letter of guarantee from your bank / branch. Dated the date of 2023.

Bank Name
(Sealed & signed)

Accepted Unequivocally

Bidders Signature with seal

Page No. 37

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

Annexure-IX

CA CERTIFICATE

Date :

To
Manager (NP-EV),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area,
Jaipur-302034
Rajasthan

Dear Sir,

It is certified that M/s is falling under MSE category as per guidelines contained in the provisions of the MSMED Act, 2006 and notification No. S.P. 1722 (E) dated 05.10.2006 and having Udhog Adhar no.

We also certify that the investment in plant and machinery (Imported and indigenous) as on date is Rs.....

Chartered Accountant

Firm name:-

Signature with seal

UDIN

Accepted Unequivocally

Bidders Signature with seal

Page No. 38

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

TENDER NO. REIL/NP/24-25/E-PROC./001

Annexure-X

UNDERTAKING OF NO NEAR RELATIVE

To

Date :

Manager (NP-EV),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area,
Jaipur-302034
Rajasthan

Dear Sir,

I.....S/o..... R/o..... hereby certify that none of my relatives as defined in the tender document is/are employed in REIL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, REIL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

On behalf of company

Name and Designation

Accepted Unequivocally

Bidders Signature with seal

Page No. 39

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



TENDER NO. REIL/NP/24-25/E-PROC./001

Annexure-XI

INTEGRITY PACT

Between

Rajasthan Electronics & Instruments Limited (REIL), a company registered under the Companies Act 1956 and having its registered office at 2, Kanakpura Industrial Area, Jaipur-302012 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____.

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /

Accepted Unequivocally

Bidders Signature with seal

Page No. 40

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3. The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

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

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

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agent(s)/ representative(s) in India if any. Similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principal(s) if any. Further details as mentioned in the “Guidelines on Indian Agent of Foreign Suppliers” shall be disclosed by the Bidder(s)/ Contractor(s). Further as mentioned in the guidelines all the payments made to the Indian Agent/ Representative have to be in Indian Rupees only.

2.1.5 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Accepted Unequivocally

Bidders Signature with seal



Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

Section 4 – Compensation for Damages

4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment in conformity with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder’s/ Contractor’s contract value with the Principal.

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which

Accepted Unequivocally

Bidders Signature with seal



constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Vigilance Office.

Section 8 –Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

Shri Arunendra Kumar, IRSME (Retd.) has been appointed as IEM for this contract. His address is as below.

KD-80, Kavinagar,
Ghaziabad (UP)-201002
E-mail: noidarail@gmail.com

Shri Sadhu Ram Bansal, Ex-CMD, Corporation Bank, has been appointed as IEM for this contract. His address is as below.

1052, Sanskriti Apartments, Plot No. 35,
Sector-10, Dwarka, New Delhi-110075.
E-mail: sr.bansal123@gmail.com

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the MD, REIL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the MD, REIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

Accepted Unequivocally

Bidders Signature with seal



8.7 If the Monitor has reported to the MD, REIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the MD, REIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.8 The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the MD, REIL.

Section 10 – Other Provisions

11.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. Jaipur.

11.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

11.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

11.5 Only those Bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____

Accepted Unequivocally

Bidders Signature with seal



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

Annexure XII

DRAFT AGREEMENT

MEMORANDUM OF AGREEMENT

This MoA is entered into this day of 2024 at, India.

BETWEEN

M/s. THE BIDDER/AGENCY, _____ Company incorporated under the Indian Companies Act -
----- . The core business of the company -----having its registered office
at _____, India, (hereinafter referred to as “Bidder/Agency” which
expression shall mean and include its successor(s), administrator(s) and assigns) of the **FIRST
PART**.

AND

M/s. Rajasthan Electronics and Instruments Limited (REIL), a Company registered under the
1956 Act, having its registered Office at 2,Kanakpura Industrial area, Sirsi road, Jaipur-302034,
Rajasthan, India (hereinafter referred to as “REIL” which expression shall mean and include its
successor(s), administrator(s) and assigns) of the **SECOND PART**.

Bidder/Agency and REIL are hereinafter individually referred to as the “**Party**” and collectively as
the “**Parties**”.

WHEREAS:

A. Bidder/Agency details

Accepted Unequivocally

Bidders Signature with seal

Page No. 45

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation &
Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV
Charging Stations at NDMC sites in New Delhi.



- B. REIL, a Central Public Sector Company under Department of Heavy Industry, Ministry of Heavy Industries and Public Enterprises, Government of India is a leading manufacturer of Solar Photovoltaic systems and electronic dairy equipment's in India is currently exploring opportunities to foray into E-mobility business as a part of national e-mobility mission of government of India. REIL has installed more than 400 public EV Charging Station in the country under FAME Scheme of Government of India.
- C. REIL intends to identify Charge point operator (CPO) for Location Survey & Identification, Planning, Supply, Installation, Commissioning, Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi
- D. **Bidder/Agency** intends to undertake Location Survey & Identification, Planning, Supply, Installation, Commissioning, Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi on mutually agreed terms and conditions outlined in this Agreement.
- E. In consideration of the above, this Agreement sets out the intent of the Parties in relation to the said proposal.

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions and understandings set forth in this Agreement, the Parties hereby agree as follows:

1. Definitions

The following capitalized terms wherever used in this AGREEMENT shall have the meanings given hereunder:

“**GST**” shall mean Goods and Services Tax;

“**KW**” shall mean Kilowatt;

“**Charge point operator (CPO)**” means the agency which is undertaking Location Survey & Identification, Planning, Supply, Installation, Commissioning, Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi on mutually agreed terms and conditions outlined in this Agreement. **Bidder/Agency** shall be the **Charge Point operator (CPO)** for this agreement.

“**Operating Cost**” shall include direct electricity energy charges, transformer and network up gradation charges, fixed demand charges of electricity connection, if applicable, salary of supervisor or equivalent level person designated by **CPO** for managing the back end system, salary for semi-skilled/ skilled workers appointed by **CPO** for maintenance of chargers, annual maintenance cost of chargers, telecommunication cost, IT System cost, data charges and customer support;

Accepted Unequivocally

Bidders Signature with seal



“Term” shall mean 10 (Ten) years with AMC starting from the fourth year from the Effective Date of signing of this agreement.

Effective Date: 2024.

“System” includes the Charging equipment, transformer, upstream infrastructure and all other material comprising the Installation Work.

2. About this project

REIL released Notice Inviting Tender No..... Dated for selection of CPO for Location Survey & Identification, Planning, Supply, Installation, Commissioning, Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi

3. Scope of Work of Charge Point operator:

1. Location Survey & Identification, Planning, Supply, Installation, Commissioning, Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.
2. The Bidder shall pay the upfront amount (non-refundable) towards project management and administration charges to REIL.
3. The Bidder shall furnish Bank Guarantee from nationalized / scheduled bank by way of performance guarantee within seven (07) days from the date of signing the agreement.
4. Design and development of Fast EV Charging Station (Minimum 1 no. of Min. 60 KW Dual Gun EV charger, CCS or other EV charger compatible to most of the EVs) capable of charging majority of EVs type for 2, 3 & 4 wheelers & E-rickshaw on allocated sites. Provision for EV Charger capable of charging of E-buses is optional and to be provided if required by REIL. Design of PCS should conform to the guidelines issued by GOI/NDMC in this regard. Selected Bidder must comply with the guidelines released regarding EV Charging Infrastructure time to time by GOI/NDMC.
5. The Bidder have to develop & invest in upstream electrical infrastructure for the Charging station such as transformer, RMU, cable & its laying, load enhancement, new electrical connection from DISCOM including one time/recurring expenses such as data charges, maintenance, manpower for operation (if required) etc.
6. Installation of canopy (waterproof), barricading, lighting arrangement, security systems and any other such construction required to make the EV Charging Station function satisfactorily shall be under the scope of the Bidder. Design document of above arrangements need to be approved by REIL
7. The Bidder shall arrange deployment of qualified and suitable manpower and required necessary tools, logistics, spares & consumables during supply, installation, commissioning and O&M of EV charging stations or any part thereof including the entire infrastructure developed as part of the agreement for period of 10 years from the date of signing of the agreement.

Accepted Unequivocally

Bidders Signature with seal



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

8. Bidder shall be responsible for operation and maintenance of EV Charging Stations for a period of ten (10) years from the date of commissioning.
9. All approvals, equipment, item and works which are not specifically mentioned in this agreement but are required for successful Installation & Commissioning and O&M of EV Charging Stations or any part thereof in every respect and for safe and efficient operation and guaranteed performance are included in the scope of the Bidder.
10. The Bidder shall maintain accurate and up-to-date operating logs, records and monthly reports regarding the O&M of EV Charging Stations.
11. The Bidder shall perform or contract for and oversee the performance of periodic overhauls or maintenance required for the facility in accordance with the recommendations of the supplier of EV Charging Equipment.
12. The Bidder shall procure spares parts, overhaul parts, tools, equipment, consumables, etc. required to operate and maintain the project in accordance with the prudent EV charging station practices and having regarded to warranty recommendations during entire O&M period.
13. On mutually agreed terms and conditions, the agreement can be further extended after the agreement period i.e. 10 years.
14. The Bidder shall, if advised by REIL, clear all the debris / scrap / equipment in line with Govt. of India's guidelines and rules for waste management and disposal of waste, during & at the end of the 10 years of O&M period at no extra cost to REIL.
15. The Bidder shall maintain and keep all administrative offices, roads, tool room, equipment, clean, green and in workable conditions.
16. The cost of electricity including surcharge, duty, demand charges, contingency for power purchase adjustment charges, etc. and all operating and maintenance expenses related to Charging Points shall be borne by the Bidder. The charging station shall be operated through the cloud-based solution technology developed and owned by M/s REIL. The Agency shall collect the charging revenue from the end customers and share a percentage of that revenue with REIL.
17. Ceiling of tariffs for charging the electric vehicle at the Charging Locations will be decided at the level of REIL in consensus of Bidder. Implementation of tariff plan in all EVCS with symmetry will be done by Bidder. However, as per “Charging Infrastructure for Electric Vehicles (EVs)-Revised Guidelines and Standards” dated 01.10.2019 issued by MoP, State Nodal Agency /State Government/Appropriate Commission shall fix the ceiling for Service Charge to be charged by Public Charging Stations (PCSs)/Fast Charging Stations (FCSs) where the Public Charging Stations (PCSs)/Fast Charging Stations (FCSs) have been installed with Government Incentive (Financial or otherwise).
18. The Bidder shall procure and obtain all applicable statutory approvals/ permissions from the respective authorities for the installation of Charging station. The explosive PESO approval from the authority for each of the identified locations in coordination with NDMC shall be sole responsibility of Bidder. PESO approval of the instrument is also in scope of Bidder.

Accepted Unequivocally

Bidders Signature with seal

Page No. 48

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



19. The Bidder shall obtain the consents, clearances and permits and the governmental approvals in a timely manner in connection with the Project. The statutory clearances to installation of charging equipment at retail petrol outlets, Government buildings parking, Metro stations parking, Municipal Corporation public parking's etc. shall be in the scope of Bidder.
20. Safety is of paramount importance and the Bidder shall take all safety precautions in connection with the setting up and operation of the Charging Stations infrastructure to ensure safety of the user. Relevant safety standards Guidelines should be adhered to as issued from time to time.
21. The Bidder shall be responsible for any direct liability that arises out of usage of EV charging stations.
22. REIL/ Bidder shall not directly or indirectly cause, create, incur, assume or suffer to exist any lien on or with respect to the System or any interest therein.
23. The locations considered for EV Charging Stations at NDMC sites in New Delhi would not be binding and can be amended seeing the potential, increase in business volume, vehicle turnaround etc., if any. In case of further allocation of locations, selected bidder has to set up the EV Charging Station as per terms & conditions mentioned in this Tender. Selected bidder shall submit PBG & Upfront amount for the further allocated locations as per the quoted prices in this tender.
24. Locations of EV Charging stations to be selected and finalized by NDMC based on the survey report, feasibility report & traffic density of EVs. Also locations with restrooms & facilities will be given priority.

Name of 8 nos. of locations are as follows:

1. Malcha Marg / malcha Marg market near school parking Area
2. Rail Museum Parking Area
3. Eastern Court Parking Area
4. Thapar House Parking
5. Kamani Auditorium Parking
6. Outside Rose Garden Parking
7. Outside Aurangzeb Lane NDMC officers Flat South End Lane Parking
8. Outside ESS Kidwai Nagar Parking

25. The Bidder shall upgrade the type of chargers and related accessories including hardware, software, spares (if required) etc., after consent from REIL in case of any technological advancements and business need during the validity period of the agreement.
26. The Bidder is also required to submit the business plan for the period of 10 years along with the upfront payment to REIL at the time of signing the agreement. The business plan shall consist of total Capital and Operational Investment Calculations for all the charging stations, service fee to be charged from end customers (may vary depending upon the location of EV Charging Station), Revenue projections for the entire agreement period and focal cities (geographies) for operating EVCS (if any). The Bidder needs to provide the detailed investment for each charging

Accepted Unequivocally

Bidders Signature with seal



station in their business plan.

27. The Bidder shall pay all the statutory levies and taxes imposed by the Government or any other authorities (currently or in future) on the operation of EV charging stations. Further, Bidder shall also pay increase in the taxes and/or any levies on the land area used specifically for EV charging stations, by any local authority including Municipal corporation/municipality/gram panchayat or any other statutory authority or by the government to REIL.
28. In case of facilities taken on lease from land owner Agencies where monthly rentals is being paid by location owner agency as per lease rentals, the Bidder shall pay proportionate rental amount as a reimbursement towards installation of EV charging stations ear marked area, as per the amount raised by these Agencies.
29. The Proposed EV Charging infrastructure shall be operated on REIL owned mobile app and digital platform. However, a parallel limited access of data sharing will also be given to the Bidder/Agency.
30. Any drop in minimum assured availability of charging station, due to reasons not attributable to Bidder, like disruption in input power supply (must be certified by respective DISCOM), delay in service performance obligation by OEM (evidential proof for delayed call resolution by OEM), unavailability due to issues with REIL's cloud based mobile application in case of server down, internet disruption due to Govt. authorities shall be treated as deemed available.
31. The Bidder shall apply for electrical connections within the period of 7 days from the date of installation of charging station and shall bear all expenses related to electricity connections. If there is any delay in applying for the electrical connection beyond the period of 7 days from the date of installation of the charging station, then the Bidder shall intimate and take prior approval from REIL in such cases.
32. Bidder needs to provide suitable earthing (Preferably Gel earthing) required at each location of EV charger installation.
33. Branding on the chargers will be according to design provided by REIL, the Bidder needs to provide Sr. No. plate of the product on the back side of charger.
34. The Bidder should be in possession of technology rights of the products offered and manufacturer or authorized representative of the manufacturer.
35. The Chargers should have MODEM to communicate with REIL CMS. The SIM charges or internet charges are in Bidder scope.
36. Civil Work required for installation of chargers is in the scope of the Bidder. Bidder has to supply armored copper cable of suitable size, length per charger for power. The cable laying in conduit as per site requirement is in the scope of the Bidder.
37. Bidder also needs to provide installation manual along with the drawing of civil foundation along with supply of EV charging equipment's.
38. Bidder needs to provide suitable MCCB with enclosure box for connection of the EV charger

Accepted Unequivocally

Bidders Signature with seal



with mains supply. The installation of enclosure Box on mounting structure/wall as per site requirement is in the scope of the Bidder.

39. Bidder should conduct Live testing of all the chargers with a compatible E-Vehicle, arranged by the Bidder itself, after commissioning is completed. The live testing report along with installation & commissioning report must be submitted duly signed by the person authorized by REIL.
40. REIL or land owner agency will have right of inspection of the equipment by their own or authorized representative. (At factory /site)
41. The charging equipment must come with a comprehensive extended on-site warranty of at least 10 years from the date of installation and commissioning of the charging equipment and design life of 15 years. The on-site warranty should cover all the component fault, component failure, replacement of SPD's, faulty/damaged component of charger, and all parts at no additional cost. Bidder must ensure the life of charger for 15 years while designing and manufacturing. The Bidder must also ensure the availability of the spare parts upto 15 years of operation of the EV charging equipment.
42. The Bidder shall submit details of in-house facilities for manufacturing and testing of EV Chargers which shall include testing facility of mechanical, electrical, electronic and other related technical standard. In case of authorized representative, manufacturing facilities of the manufacturer may be considered but the Bidder will have to provide consent letter from OEM. Details of Plant Machinery along with undertaking.
43. The Bidder should have support network for EV chargers or product of similar nature in New Delhi. Bidder should give complete address of local support office including contact person, Mobile/ Tel No./ Fax/ E-mail. They should also provide the details of service equipment & trained manpower deployed for the service support.
44. The Bidder shall supply & install the fast EV chargers within one Month of agreement signing, apply for electricity connection within one week of installation, deposit the demand note raised by Discom within one week of Date of issue and commissioning within one week of availability of power supply at site. Selected bidder shall seek approval from REIL in case of any delay in timeline at any stage.
45. Electricity connection will be on the name of REIL/Selected Bidder, all the payment shall be made by successful bidder for Monthly bills within the due date. Selected bidder shall also pay any late Fee charges, if the payment is not made within the due period REIL have right to pay from successful bidder share or any due available with REIL. All fee/ security deposit for taking the connection shall be paid by the selected bidder, upon completion of contract period, if the security money returned by the DISCOM shall be paid to the selected bidder after settlement of account. Selected bidder has to coordinate with DISCOM to take the power supply to make PCS functional. In case of termination before the completion of contract period due to any reason, All fee/ security deposited to Discom by the selected bidder will not be refunded.
46. Land allotted for PCS shall not be used for any other commercial purpose other than as mentioned above without written approval. Additional activities, if permitted, can be considered on mutually agreed terms and conditions and revenue sharing with NDMC & REIL.

Accepted Unequivocally

Bidders Signature with seal



47. It shall be the obligation of Bidder(s) that all the systems, sub-systems and equipment/devices shall conform in all respect to high standards of engineering, design and workmanship, and shall be capable of performing continuous commercial operation as per best industry standards and Govt. of India guidelines.

VII. MAINTENANCE SERVICE:

The Bidder will require maintaining the Electric Vehicle Charging Station as per details given below :

I. PREVENTIVE & ROUTINE MAINTENANCE: -

Bidder will provide on-site comprehensive maintenance services for a period of 10 years from the date of commissioning. Quarterly Preventive Maintenance of Electric Vehicle Charging Station shall be carried out for satisfactory running of the system. It shall include such checks and maintenance activities at least routine quarterly maintenance visits which are required to be carried out on the components of the Electric Vehicle Charging Station to minimize the breakdown and to ensure smooth and trouble free running of the Systems. Bidder shall be responsible to carry out the routine & preventive maintenance services and shall provide all labour and materials. The service personnel of the successful Bidder will make the maintenance, which shall include testing & replacement of any damages parts.

II. BREAKDOWN MAINTENANCE:

Comprehensive Breakdown maintenance services shall mean the maintenance activities including any component or equipment of the Electric Vehicle Charging Station services which are not covered by routine & preventive maintenance and which are required to be carried out as a result of sudden failure of Electric Vehicle Charging Station. The Bidder shall extend after sales support as & when required at the mutually agreed terms & conditions. The complaint shall be attended and resolved within agreed time period.

III. SERVICE CENTER:

1. It is mandatory for the Bidder to open an authorized service centre equipped with sufficient qualified manpower and required spares in New Delhi before the supply / installation of system.
2. Bidder shall submit quarterly maintenance report regularly to REIL head quarter within 15 days.

VIII. Quality Control/Inspection by REIL

- c) The Bidder shall be wholly responsible for the quality and performance of the supplied charging equipment.
- d) REIL reserves the right to visit the manufacturing site or the supply chain for quality inspection. REIL at its discretion may order the testing of random samples either at the implementation partner's premises (if an ARAI/ICAT- accredited Testing Laboratory is

Accepted Unequivocally

Bidders Signature with seal



available) or at any other third-party ARAI/ICAT-accredited laboratory at cost of the successful Bidder(s).

IX. Inspection/Checking/ Testing:

The Bidder shall maintain and provide statutory test certificates for each supplied batch, confirming compliance to the technical specifications and other tender requirements.

All tests shall be carried out as per AIS, and the successful Bidder(s) shall submit the relevant test reports.

X. Documents Deliverable to REIL

The Bidder(s) shall provide the following documents (both hardcopy or softcopy) to REIL/System Integrator/Utility for reference:

- a) Manual/Guide: User Manuals, FAQ, OEM Functional Manuals and Installation Guides, Business Process Guides and Troubleshooting Guides
- b) Certificates: Equipment Warranty, Insurance, tests, Inhouse functional test reports
- c) Installation & Commissioning certificates
- d) Load sanction details of each site, In case of enhancement of sanction load, bidder shall submit the related document.

Other than the certificates, the above mentioned documents shall be provided in the word format to provide flexibility for customization, if required.

XI. Risk Mitigation

The Bidder is expected to work with project managers from communication/ system integrator/ utilities for immediately resolving the following risks (non-exhaustive indicative list):

- a) Poor equipment performance
- b) Project scope creep
- c) Unavailability of internal and external resources
- d) Rectification of equipment faults

4. Scope of Work of REIL

7. REIL shall sign an agreement with the landowner agency i.e. NDMC.
8. REIL shall provide locations selected & finalized by NDMC for EVCS installation as per feasibility report.
9. REIL/NDMC shall facilitate the Bidder/ agency in getting new electricity connection/ enhancement of demand, load requirement at specific location for installation EV charging station.

Accepted Unequivocally

Bidders Signature with seal



10. Gross revenue shared with REIL by successful Bidder shall include lease rent/revenue to be shared with the land owners as per MoP Guidelines (i.e. Max. Rs.1/Unit Consumption of electricity in EV Charging). In Case lease rent/revenue sharing exceeds Rs.1/Unit then successful Bidder shall pay the additional lease rent/revenue (Other than Rs.1/Unit) to land owners.
11. REIL will authorize Bidder to set up, operate & maintain EV Charging stations at NDMC locations for a period of ten (10) years from the date of signing the agreement.
12. REIL/NDMC shall provide guidelines for branding on EV chargers. The Co-branding shall be done considering proper representation of REIL, NDMC and other purposes as per REIL guidelines. The branding of the installed EV Chargers and related infrastructure so as to create positive long-term association, market penetration, to create synergies based on unique strengths of each parties/brand and also to boost the reputation of the parties in this project. Revenue generated by advertisements of products other than EV Charging infrastructure shall be shared with NDMC, REIL & CPO as per mutual agreed terms.

5. Investment by Charge Point operator:

The Charge Point operator shall arrange investment for the following:

1. EV chargers, cables, Upstream Electrical infrastructure, separate power connection, Transformer and meter, maintenance of the EV chargers and electrical infrastructure, the cost of electricity including surcharge, duty, demand charges, canopy and barricading, contingency for power purchase adjustment charges, etc. and all operating and maintenance expenses related to Charging stations shall be borne by the Charge Point operator.
2. The CPO shall pay the upfront amount (@ Rs. 750.00 per KW of total electrical load sanctioned at NDMC sites) to REIL towards project management and administration charges to REIL.

6. Revenue Sharing Mechanism

1. The charging station shall be operated through the cloud-based solution technology developed and owned by M/s REIL only. The payment shall be collected digitally through the app and amount shall be transferred directly to an ESCROW account. The Charge Point operator shall open an ESCROW account and ensure efficient and transfer of receivables (adequate share of the gross revenue from EV charging) from ESCROW account to REIL's account on a monthly basis or as required by REIL. An ESCROW agreement will be signed between Charge Point operator and REIL at the time of opening the account.
2. All income and other amounts in the ESCROW account shall be income of the Charge Point operator as per provisions of the relevant tax laws of the India.
3. The Charge Point operator shall pay all the statutory levies and taxes imposed (like GST, Excise, ESI, PF, TCS, TDS etc.) by the Government/Bank or any other authorities (currently or in future) on the operation and maintenance of ESCROW account. Further, Charge Point operator shall also pay increase in the taxes and/or any levies on ESCROW account.
4. All the charging stations will be made ONLINE with the help of the cloud technology and be monitored continuously. The CPO must ensure that at least 98% of the chargers (average uptime

Accepted Unequivocally

Bidders Signature with seal



in a month) are always maintained in working condition. The uptime includes the working condition of the charger shall be monitored online with the REIL central server/ mobile application.

5. In case of any charger goes OFFLINE, the payment via charging from that charger shall be transparently declared and transferred to REIL by the Charge Point operator. Same shall be applicable for any cash payment made by the end customer, in any circumstance.
6. The Charge Point operator shall maintain adequate logs and records of the following and share with REIL on a monthly basis, during the agreement period:
 - Number of vehicles charged per day
 - Time to charge a vehicle (for each charger type)
 - Run-time (for each charger type)
 - Unit consumption for charging (for each charger type)
7. As the proposed infrastructure shall be enlisted in the cloud based solution developed by REIL, the day to day operational/ maintenance logs and any other information required shall be collected directly from the cloud based solution developed by REIL. The proposed infra is designed for unmanned operation.
8. Any drop in minimum assured availability, due to reasons not attributable to Bidder/Agency including but not limited to disruption in input power supply, delay in service performance obligation by charger supplier selected by REIL, unavailability due issues with cloud based mobile application (developed by REIL), loss in network connectivity, Access Permission Issues at the Service Area etc. shall be treated as deemed available.

7. Contract Performance Guarantee

1. Performance Bank Guarantee: The Charge Point operator will be required to furnish Bank Guarantee from nationalized / scheduled bank by way of performance guarantee within seven (07) working days from the date of signing this agreement. This performance guarantee shall remain valid up to 10 years from the date of signing of this agreement.
2. Forfeiture of performance Guarantee: In case the Charge Point operator fails to complete the project within the stipulated time period and to maintain the minimum uptime i.e. 98% of the chargers (average uptime in a month), REIL may forfeit and encash the performance guarantee amount.

8. Care of Facilities

Accepted Unequivocally

Bidders Signature with seal



The CPO shall be responsible for the care and custody of the EVCS or any part thereof until the date of Completion of the Agreement pursuant, and shall make good at its own cost any loss or damage that may occur to the EVCS or any part thereof from any cause whatsoever during such period. The Charge Point operator shall also be responsible for any loss or damage to the EVCS or any part thereof caused by the Charge Point operator or its partners during any work carried out. Notwithstanding the foregoing, the Charge Point operator shall not be liable for any loss or damage to the EVCS or any part thereof caused by any other reason of any of the matters.

9. Insurance

1. The Charge Point operator shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions. The identity of the insurers and the form of the policies shall be subject to the approval of the REIL, who should not unreasonably withhold such approval. The CPO will share the insurance documents to REIL.
2. The goods supplied under the Agreement shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that REIL/Landowner shall not incur any financial loss, as long as the EV charging station continues to remain under the custody of the Charge Point operator.
3. Adequate and seamless insurance coverage O&M period to cater all risks related to O&M of EV Charging Station to indemnify the REIL/Landowner. Insurance certificate of warehouse and / storage facility for the EV Charging Equipment supplied by the supplier shall be submitted to REIL before the start of the installation and commissioning work.
4. In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Charge Point operator shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the Charge Point operator.
5. The Charge Point operator shall arrange to supply/ rectify/ recover the materials even if the claim is unsettled for timely completion of the project. The final financial settlement with the insurance company shall rest upon the Charge Point operator.
6. In case of any delay of the project attributable to the Charge Point operator, the Charge Point operator in consultation with REIL should take the extension of insurance. Any financial implications shall, however, be borne by the Charge Point operator.
7. The Charge Point operator should arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Charge Point operator shall also undertake a Third Party Insurance. REIL will not be responsible for any such loss or mishap.
8. All other insurance like Charge Point operator All Risk, workmen compensation, third party liability, insurance against theft and acts of GOD and others as required for the Construction and O&M of the EV Charging Station and to indemnify the REIL/Landowner/ Supplier of equipment/ material and resources shall be borne by the Charge Point operator. Fire insurance is to be arranged by the Charge Point operator up to the years of O&M of the Agreement.
9. The insurances are to be suitably taken for the activity/ act which is required to cover all the risks associated to the activity / act. The Charge Point operator shall be responsible to take suitable insurance till the completion of the O&M agreement and indemnify the REIL from all associated risks whatsoever.

10. Payment Terms

Accepted Unequivocally

Bidders Signature with seal



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

Charge Point operator shall pay to REIL as per the following payment terms listed below: -

Payment Item	Timeline
Signing of agreement with REIL	Within 7 working days of award of rate contract (T0)
Upfront Payment @ Rs. 750.00 per KW of electrical load sanctioned at NDMC sites	At the time of signing of the agreement, T0
Performance Bank Guarantee (PBG)	T0 + 7 working days
Revenue Sharing	On monthly basis till the end of the agreement period

11. Timeline of project

Payment Item	Timeline
Signing of Agreement with REIL	Within 7 working days of Award of Work (T0)
Upfront Payment	At the time of signing of the Agreement, (T0)
Performance Bank Guarantee (PBG)	T0 + 7 Days
Supply & Installation of EV Chargers	T1= T0+ 1 Month
Apply for new electricity connection	T2= T1+ 7 Days
Issue of Demand Note from Discom	T3
Deposit of the demand note	T4= T3 + 7 Days
Power Termination by Discom	T5
Commissioning of EV chargers	T6= T5 + 7 Days
Revenue Sharing	On monthly basis till the end of the agreement period

12. Risk and Cost

In the event of failure/delays on the part of the Bidder in “Location Survey & Identification, Planning, Supply, Installation, Commissioning, Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC locations in New Delhi” work awarded under this project for the project period of 10 years, REIL shall be entitled to cancel the contract for remaining period and rest of the project work of the EVCS can be given to other agency at risk and costs of the Bidder.

Further Penal action up to forfeiture of the performance bank guarantee and subsequently the Bidder may also be blacklisted.

Accepted Unequivocally

Bidders Signature with seal

Page No. 57

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



13. Standard Indemnification

Each party (indemnifying party) agrees to indemnify, defend and hold the other party (indemnified party) harmless from and against:

- a. Any third party claim (including intellectual property infringement claim), liability, obligation, loss, damage, deficiency, assessment, judgement, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character, arising out of or in any manner solely attributable to any failure of the indemnifying Party to perform its obligations described hereunder, gross negligence or wilful misconduct in the fulfilment of its obligations hereunder or for infringing the intellectual property rights of any third party.
- b. Any claim, liability, obligation, loss, damage, deficiency, assessment, judgement, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character arising from claims or sanctions or penalties imposed by any regulatory authority for failure by a Party or any of its respective officers, directors, employees, servants, sub-contractors or agents to comply with any applicable laws, rules and regulations.
- c. Any claim, liability, obligation, loss, damage, deficiency, assessment, judgement, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character with respect to any damage to or loss of property of a third party arising out of acts or omissions by a Party or any of its respective officers, directors, employees, servants, sub-contractors, or agents in the performance of its obligations under this agreement.

14. Term & Termination

The Tendering Authority may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or in part if :

- The Bidder fails to deliver any or all of the obligations within the time period(s), or any extension thereof granted by the Tendering Authority.
- The Bidder fails to perform any other obligation(s) under the contract.

The signed Agreement shall come into force from the Effective Date of the agreement and remain in force during the ‘Term’ as defined under Definitions above. The agreement shall be further extended for a period as decided and agreed mutually in writing by the Parties. The Agreement may be terminated / exited by the Parties prior to the scheduled validity period due to any one of the following reasons:

- Any misrepresentation, breach or violation of the terms of this Agreement by either of the Parties;
- Upon the completion of consecutive 10 (ten) years from the Effective Date,

Upon termination of agreement (before completion of contract period) due to any reason, following terms will be applicable:

- Forfeiture of security amount /performance bank guarantee
- REIL shall be entitled to cancel the contract for remaining period and rest of the project work of the EVCS can be given to other agency at risk and costs of the bidder.

Accepted Unequivocally

Bidders Signature with seal



- REIL/its authorized agency have rights to utilize the infrastructure for operation of the installed Chargers of NDMC sites for the remaining contract period without any revenue sharing.

15. Representations and Warranties

Each Party represents and warrants to the other Parties that:

- (a) It has power to execute, deliver and perform its obligations under the Agreement and all necessary corporate and other actions have been taken to authorise such execution, delivery and performance;
- (b) it has all requisite power and authority, and does not require the consent of any third party to enter into this AGREEMENT and grant the rights provided herein;
- (c) it is in compliance with all applicable laws and regulations, as may be applicable to it.
- (d) the execution, delivery and performance of its obligations under the Agreement does not and will not: (i) contravene any applicable law, or any judgment or decree of any court having jurisdiction over it; or (ii) conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorisation binding upon it or any of its assets.
- (e) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof; and
- (f) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this AGREEMENT.

16. Confidentiality

During the subsistence of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Party receiving any information and/or document which are marked as Confidential (hereinafter referred to as the “Confidential Information”) shall:

- a) Keep the confidential Information confidential;
- b) Do not disclose the Confidential Information to any other person without the prior written consent of the Party disclosing such information (hereinafter referred to as the “Disclosing Party”) except to its employees, agents, shareholders, investors, partners and advisors on a strictly need-to-know basis, and upon such person executing a non-disclosure undertaking in respect of the Confidential Information in a format reasonably satisfactory to the Disclosing Party;
- c) Do not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement; Without the prior written consent of the Disclosing Party, not to make a public announcement or any other disclosure of the Confidential Information

Accepted Unequivocally

Bidders Signature with seal



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

except as required by any legal stipulation applicable to it. In case of such disclosure required by legal stipulation, a Party which is required to make such disclosure shall, as soon as practicable after it is made aware of the requirement to make such disclosure, inform the Disclosing Party of the need to disclose such Confidential Information, the content thereof and the legal stipulation which requires disclosure of such Confidential Information.

The obligations contained in the relevant clauses above shall not apply to any Confidential Information which:

- d) is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by such Party; can be shown by the Party receiving the information to the reasonable satisfaction of the Disclosing Party that the same was known to such Party prior to the disclosure;
- e) subsequently comes lawfully into the possession of the Party receiving such information from a person other than the Disclosing Party; or
- f) such information which any Party is required to disclose by law, by a court of competent jurisdiction or by another appropriate regulatory body, provided that the Party required to disclose shall use reasonable endeavors to consult with the Disclosing Party and take into consideration is reasonable requests in relation to such disclosure.

17. Notice

All communication, demand and notices required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth herein, or at such other address as the Parties may from time to time designate in writing:

Bidder/Agency:

Address : -

Fax No.:

Email id :-

REIL:

Address:

Email id:-

Any Notice, demand or other communication shall be sent by registered post / hand delivery.

18. Intellectual Property Rights

Accepted Unequivocally

Bidders Signature with seal

Page No. 60

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



Intellectual Property Rights owned by each respective Party shall remain the property of such Party and nothing in this AGREEMENT shall be taken to represent an assignment, license or grant of other rights in or under such Intellectual Property Rights to the other Party. All right, title and interest to all Intellectual Property of each Party as of the Effective Date of this AGREEMENT, including that which is or may become protectable by patent, copyright, trademark, trade secret or similar law, shall remain exclusively with that Party.

19. Governing Law and Jurisdiction

This AGREEMENT shall be governed by and construed in accordance with the laws of India. Courts at Jaipur, Rajasthan, India shall have exclusive jurisdiction in respect of matters arising out of or in relation to this AGREEMENT.

20. Dispute Settlement

The Parties hereby agree that they shall work together to resolve any disputes that may arise under, in relation to or in connection with this Agreement (referred to in this clause as a “Dispute”). In the event such Dispute is not resolved amicably within 60 (six) days of the date of receipt of notice issued by disputing party with respect to same by the non- disputing party then in such case all Dispute shall be finally referred to arbitration of a Sole Arbitrator, to be appointed mutually by both the parties to the dispute, and the decision of such arbitrator, shall be final and binding on both the parties. In the absence of any such mutual agreement among the parties regarding appointment of the Sole Arbitrator, the same shall be done as per the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the Rules made there under as applicable in India. The fees and expenses of the Sole Arbitrator shall be borne by both the parties equally. This shall be subject to Jaipur Jurisdiction only. The proceedings shall be conducted in English language. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.

21. Limitation of Liability

Notwithstanding anything in this AGREEMENT to the contrary and to the extent permitted by applicable law, in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in agreement, tort or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages. A Party will not be in breach of the AGREEMENT or be liable to the other Parties if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, legislation, regulation, order or other act of any Government or Governmental agency.

22. Waiver

Failure of a Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by a Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of

Accepted Unequivocally

Bidders Signature with seal



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

any other breach. No waiver shall be effective unless in writing and duly executed by the concerned Party.

23. Assignment

Except as provided in this Agreement, none of the Parties shall be entitled to assign their rights and obligations under the Agreement to a third party without the prior written consent of the other Party, except to its affiliate companies

24. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the Parties.

25. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Further, the Parties shall endeavour to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.

26. Entire Agreement

This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement contains the sole and entire understanding and agreement between the Parties hereto with respect to the subject matter contained herein.

27. Force Majeure

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this AGREEMENT due to the exigency of one or more of the force majeure events which are beyond the reasonable control of the Party concerned such as but not limited to acts of God, wars, floods, earthquakes, lawful strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotions etc. provided on the occurrence and cessation of any such event, the Party affected thereby shall give a notice in writing to the other Party within one (1) month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the Parties shall jointly decide about the future course of action.

28. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute the same instrument.

29. GENERAL PROVISIONS

1. If any provision of this AGREEMENT is held to be invalid or unenforceable to any extent, the

Accepted Unequivocally

Bidders Signature with seal

Page No. 62

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.



राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रूमेन्ट्स लिमिटेड जयपुर

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(AnISO9001:2015&14001:2015“MiniRatna” Central Public Sector Enterprise)

remaining provisions of this AGREEMENT shall not be affected thereby, and each remaining provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this AGREEMENT shall be replaced with a provision which is valid and enforceable and reflects, to the maximum extent possible, the original intent of the unenforceable provision.

2. Each Party will be solely responsible for its own acts and omissions (and the acts and omissions of its employees and other agents) and neither Party will have the authority nor will purport to act for, or legally binding, the other Party in any transactions with a third party except as agreed in writing by the Parties.
3. The release of any information and of all public announcements (other than when such disclosure is required under any applicable law) related to such projects by a Party shall be subject to the prior written approval of the other Party, unless required under stock exchange regulations/SEBI.
4. This Agreement shall not be amended, modified or supplemented without prior written consent of the other Party.

In Witness Whereof The Parties hereto Have Signed This Agreement In Duplicate On The ____ Day, _____ Month and _____ Year Herein Above Written In The Presence Of:

For Bidder/Agency

For M/S REIL

Signed & Sealed

Signed & Sealed

WITNESS:

WITNESS:

1.

1.

2.

2.

Accepted Unequivocally

Bidders Signature with seal

Page No. 63

Location Survey & Identification, Planning, Supply, Installation, Commissioning and Operation & Maintenance and on Site Comprehensive Warranty for Period of 10 Years for Setting up of EV Charging Stations at NDMC sites in New Delhi.