

TENDER

(Tender Ref. No.: JIL-YEW/NIT/2024/108 Date 08.07.2024)

VOLUME - I : (NIT & GCC)

For

**Establishing (Supplying, Installation, Testing & Commissioning),
Operating, Maintaining and Management of Electrical Vehicle Charging
Stations along Yamuna Expressway
on revenue sharing basis**

(Last Date for Submission of Bids: 22.07.2024)

Issued By

**Jaypee Infratech Limited
Sector 128, Noida – 201304
Uttar Pradesh, India**



INDEX: VOL-I (NIT & GCC)

	DESCRIPTION	PAGE NO.
	Index	
	<u>SECTION – 1</u>	
	Notice Inviting Tender (NIT)	3
	Memorandum (Annexure – I)	11
	<u>SECTION – 2</u>	
	GENERAL CONDITION OF CONTRACT (GCC)	25
	Format of LEAVE AND LICENSE AGREEMENT	46

NOTICE INVITING TENDER (NIT)

1.0 Jaypee Infratech Limited (hereinafter called as “JIL”) invites tender from the eligible Bidders for following works at Yamuna Expressway in prescribed tender form under a two-bid system **(a) Part – I, Technical Bid** with Commercial Terms without Price-Bid (hereinafter “Technical Bid”) and **(b) Part – II, Price Bid** (hereinafter “Price Bid”) as per the following details:

Tender Ref. No.	JIL-YEW/NIT/2024/108 Dated 08.07.2024.
Name of the Work	Establishing (Supplying, Installation, Testing & Commissioning), Operating, Maintaining and Management of Electrical Vehicle Charging Stations along Yamuna Expressway on revenue sharing basis
Cost of Bidding Documents	The Bidding Documents as uploaded can be viewed and downloaded free of cost by anyone including intending Bidders at JIL’s website: (http://jaypeeinfratech.com/tender.html)
Period of Completion for Establishing EV Charging Stations	The entire assigned Work shall be completed & commissioned/functional in 8 (Eight) months from the date of hand over of the site(s). Each of the EV Charging stations shall be fully operational by this time.
Earnest Money Deposit:	Rs.1,60,000/- Shall be in the form of Demand Draft / Bank Guarantee in favour of JAYPEE INFRATECH Ltd. Bank Details of JAYPEE INFRATECH Ltd. for preparation of Bank Guarantee: Name of Beneficiary: Jaypee Infratech Ltd. Bank: IDBI Bank, Trade Finance Department, 8 th Floor, Plate B, Block 2, NBCC Office Complex, Delhi, Delhi State, Pin-110023 Current A/C No.: 011103000012166 IFSC: IBKL0000127
Pre-Bid Meeting & Venue	15.07.2024 at 03.00 PM at office of Jaypee Infratech Limited, J Block, Sector-128, Noida, 201304, UP

<p>Last date, time & Address of submission of Tender.</p>	<p>Up to 22.07.2024 by 7.00 PM (IST). Tender shall be submitted in a sealed envelope at Contracts Division, at office of Jaypee Infratech Limited, J Block, Sector-128, Noida, 201304, UP. The bids shall be submitted along with the mandatory documents including hard copy in original of EMD, Letter of Acceptance of tender conditions, documents in support of Eligibility of the contractor and all other documents as per NIT shall be submitted. Financial Bid shall be submitted in a sealed separate envelope.</p> <p><u>Alternatively,</u></p> <p>Bidder can submit tender up to 22.07.2024 by 7.00 PM (IST) through email at tendering@jilindia.in; the mandatory scanned documents such as DD / BG against EMD, Letter of Acceptance of tender conditions, documents in support of Eligibility of the contractor and all other documents as per NIT shall be submitted.</p> <p>Financial Bid shall be password protected.</p> <p>Original EMD should reach before last date & time of submission of tender at Contracts Division, at office of Jaypee Infratech Limited, J Block, Sector-128, Noida, 201304, UP</p>
<p>Date & Time of Opening of technical Bid</p>	<p>23.07.2024 at 12.30 PM</p>
<p>Date & Time of Opening of Financial Bid</p>	<p>Later, after Evaluation of Technical bids.</p>
<p>Validity of offer</p>	<p>90 days from the date of opening of Technical Bid.</p>
<p>Contact Person</p>	<p>Mr. Deepak Matpal: 9582887683 Ph. No.: 0120-4609482 / 4609495 e-mail id: tendering@jilindia.in</p>

“Corrigendum, if any, would appear only on the website and not to be published in any News Paper”.

2.0 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

A Work Experience:

The Bidder should have a minimum experience of having satisfactorily completed “Setting up of EV charging stations/points” and have ongoing operations by the bidder of **at least 4 (each of capacity 30 kW or more) EV Chargers & 4 (each of capacity 60 kW or more) EV Chargers.**

For proof of eligibility under this clause, the bidder will be required to submit both of the following (i & ii):

- (i) Self-declaration of Supply, installation, and operation of the Chargers.
- (ii) Attestation by site owner / Client that the charging points declared under this clause have been installed and are operational, **or** any other documentary proof.

B. Financial Strength:

The Average annual financial turnover during the last 5 years ending 31st March of the previous financial year shall be at least **Rs. 80,00,000/-** (Rupees Eighty Lakh only).

The requisite Turn Over shall be duly certified by a Chartered Accountant with his seal, signature, and registration number.

In case of Companies/Firms less than 5 years old, the Average annual financial turnover shall be worked out for the available period only.

The bidders are required to submit the page of summarized Balance Sheet (Audited) and page of summarized Profit & Loss Account (Audited) for last three years.

- C. The bidder shall submit an affidavit that the bidder has never abandoned or left work incomplete in the last 5 years. During the course of tendering if it is found that the undertaking in the affidavit is untrue, the bidder will automatically be disqualified from the Bidding Process. In case, at later stage, if it is found that the undertaking in the affidavit is untrue The Contract (if awarded) shall be cancelled and EMD shall also be forfeited.
- D. Joint venture / consortium of firms or companies shall not be allowed, and the bidders should meet the above criteria themselves.

3.0 The intending tenderer must read the terms and conditions of JIL carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for Tenderers posted on Website shall form part of Tender Document.

4.0 **Bids are required to be submitted in two parts.**

a) **1st part shall be “Technical Bid” which will consist of Vol-I, and**

b) **2nd part shall be “Price Bid” which will consist of Vol-II.**

5.0 **Set of Contract/Tender Documents:**

The following documents will constitute set of tender documents:

- a) Notice Inviting Tender (NIT) & General Conditions of Contract (GCC) – (Vol-I)
- b) Quoting Sheet for Tenderer – Price Bid (Vol-II)
- c) Memorandum Annexure-I
- d) Acceptance of Tender Conditions (Annexure-II)
- e) Addendum/Corrigendum, if any- Duly signed by authorized person
- f) Pre-bid clarifications if any

6.0 The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.

The bidders are advised to submit complete details with their bids as Technical Bid Evaluation will be done based on documents submitted by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete /Ambiguous information will be rejected.

The Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in this tender document. In case, EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.

7.0 The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids to avoid problems which the bidders may face in submission at last moment /during rush hours.

However, after submission of the tender the tenderer can re-submit revised tender any number of times but before last time and date of submission of tender as notified.

8.0 When it is desired by JIL to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted, then JIL will have the right to reject the tender submitted earlier.

- 9.0 If the contractor is found ineligible after opening of tenders, his tender shall become invalid.
- 10.0 Notwithstanding anything stated above, JIL reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of JIL. In case, tenderer's capabilities and capacities are not found satisfactory, JIL reserves the right to reject the tender.
- 11.0 Contractor can upload documents in the form of JPG format and PDF Format while submitting the tender through email at tendering@jilindia.in.
- 12.0 If any discrepancy is noticed between the documents as uploaded at the time of submission of tender through email and hard copies as submitted physically by the contractor, "the hard copies as submitted physically" shall be considered.
- 13.0 Contractor to upload scanned copies of all the documents including valid GST registration/EPF registration, PAN No. as stipulated in the tender document.
- 14.0 Certificate of Financial Turn Over:
At the time of submission of tender, the tenderer shall submit Affidavit / Certificate from Chartered Accountant mentioning Financial Turnover of last 5 years or for the period as specified in the tender document. There is no need to submit entire voluminous balance sheet. However, one page of summarised balance sheet (Audited) and one page of summarised Profit & Loss Account (Audited) for last 03 years shall be submitted by the bidders.
- 15.0 The tenderer shall **protect the quoting sheet with password** before uploading the tender and shall send the password by email to tendering@jilindia.in on the date (date shall be intimated separately) of opening of financial bid.
- 16.0 List of Documents to be scanned & sent through email,
Or
to be submitted in hard copies within the period of tender submission:**
- a) All pages of the entire tender documents (Vol-I) duly signed by the authorised person.
 - b) All pages (duly signed by the authorized person) of the entire Bidding documents (Vol-II) in a password protected file, or in a separate sealed Envelope.
 - c) Demand Draft / Pay Order or Banker's Cheque / Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD
 - d) Memorandum Annexure-I.
 - e) Unconditional Letter of Acceptance of Tender Conditions (in original) (Annexure-II of VOL-I) (On Letter Head of the Applicant / Bidder).
 - f) Details of Similar Works - Appendix-A.

- g) Financial Details- Appendix-B.
- h) General Information – Appendix-C
- i) GST registration – Appendix-D.
- j) Affidavit for correctness of Documents / Information duly notarized - Appendix-E.
- k) Affidavit for not abandoned or left work incomplete in the last 5 years.
- l) Power of Attorney of the person authorised for signing the tender.
- m) All pages of the entire Corrigendum (if any) duly signed by the authorized person.
- n) Pre-bid clarifications, if any.

NOTE: All the uploaded documents should be in readable, printable, and legible form, failing which the Bids are liable for rejection. The document submitted in hard copy should be indexed and duly page numbered.

Uploading of documents as referred in above Clauses no. 11.0 to 16.0 of NIT are applicable for tender submitted through email only.

- 17.0 The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 7 days from the date of uploading of Tender on web site but latest by to reach JIL office not less than 1 day prior to the date of Pre-bid meeting (if to be held as per NIT). JIL will reply only those queries which are essentially required for submission of bids. JIL will not reply to the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents, or which are not relevant or in contravention to NIT/Tender Documents, queries received after 7 days from the date of uploading of Tender on website, request for extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled date.

The Pre-Bid meeting shall be attended by the intending bidders only and not by vendors/manufacturers. Further, the intending bidders should depute their authorized person to attend the pre-bid meeting.

- 18.0 (a) No Clarification will be sought in case of non-submission of EMD of requisite amount or Unconditional letter of acceptance or Affidavit for correctness of document/information. In such cases the bid shall be rejected out rightly without seeking any further clarification/document.

(b) All the uploaded and submitted documents shall be considered as duly signed by contractor/ authorized representative.

19.0 **JIL** reserves the right to reject any or all tenders or cancel / withdraw the invitation for bid without assigning any reasons whatsoever thereof. JIL does not bind itself to accept **Highest tender**. The JIL reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by JIL after splitting up at the quoted / negotiated rates. No claim of the contractor whatsoever shall be entertained by JIL on this account.

20.0 **Earnest Money Deposit:** Earnest Money Deposit of amount as mentioned in “NIT/ Memorandum (Annexure-I)” required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of Jaypee Infratech Limited from any Scheduled Bank or Bank Guarantee from any Nationalized or all Commercial scheduled banks in the enclosed format. The EMD shall be valid for minimum period of 120 (One hundred Twenty) days from the original last day of submission of Tender. The EMD shall be scanned and uploaded to the e-mail at tendering@jilindia.in (in case of online tender submission) within the period of tender submission and original should be deposited in office of JIL before last date & time of submission of tender.

The EMD shall be payable to Jaypee Infratech Limited without any condition(s), recourse, or reservations.

i) The Bid will be rejected by JIL as non-responsive and shall not be considered in case EMD is not received in Physical form.

ii) Unsuccessful Bidder's bid guarantee (EMD) will be discharged / returned after execution of contract agreement with the successful bidder on written request from bidder, within a period of one month from the date of request.

iii) The successful Bidder's bid guarantee (EMD) will be refunded after submission of performance guarantee, as per tender terms and conditions.

iv) No interest shall be paid by JIL on the EMD.

v) The EMD may be forfeited:

a) if the bidder withdraws the bid after bid opening during the period of validity.

b) Any unilateral revision in the offer made by the tenderer during the validity of the offer.

- c) Upon non acceptance of LOI (Letter of Intent) /LOA (Letter of Award)/ WO (Work order), if and when placed.
- d) In the case of a successful bidder, if the bidder fails to Sign the Agreement / work order with in the 30 days from the date of issue of LOI / LOA/ WO or fail to commence the work within the stipulated time period prescribed in the contract / WO.
- e) If any bidder furnishes any incorrect or false, statement/ information/document.
- f) In case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee.

21.0 VALIDITY OF TENDER

The tender for the works shall remain open for acceptance for a period of 90 (Ninety) days from the date of opening of financial tender. If any tenderer withdraws his tender before the said period or issue of letter of Intent / Agreement, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the JIL, then the JIL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of work.

- 22.0 Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to be rejected and his earnest money shall be absolutely forfeited.

Annexure-I**MEMORANDUM**

S.No.	Subject	Values / Description
1)	Name of Work	Establishing (Supplying, Installation, Testing & Commissioning), Operating, Maintaining and Management of Electrical Vehicle Charging Stations along Yamuna Expressway on revenue sharing basis.
2)	Licenser	Jaypee Infratech Limited (JIL).
3)	Licensee	Contractor / Successful Bidder / Charging point Operator (CPO).
4)	Earnest Money Deposit	Rs. 1,60,000/- (DD / BG).
5)	Completion Period	The entire Establishing Work (Supplying, Installation, Testing & commissioning) shall be completed & operation shall be started within 8 (Eight) months from the date of hand over of the site.
6)	Performance Bank Guarantee	Rs 4,80,000/- (Rs. 1,20,000/- for each location) shall be submitted within 21 days from the issue of LOA / LOI.
7)	Time allowed for starting the work	The date of start of contract shall be reckoned from 21 (Twenty-one) days after the date of issue of letter of Award / LOI.
8)	Location of EV Charging station	Total 4 location: (Separate Leave & License Agreement shall be executed for each location) 4 locations at Facilities areas at km 35 LHS, km 107 LHS, km 100 RHS & km 16 RHS along Yamuna Expressway, UP.
9)	Capacity of each EV Charging station	Each Location of EV Charging station shall at least have: <ol style="list-style-type: none"> One DC fast charger of minimum 60 kW. One DC fast charger of minimum 30 kW. One Slow / Moderate charger / fast charger of minimum 10 kW with three / more sockets. Battery Swapping Facility (optional). Later, based on demand, additional EV chargers may be installed by the Contractor after having written permission from JIL. <p>Note: Contractor is free to install EV chargers of higher capacities.</p>

10)	Scope of work	The Contractor / Licensee will Establish (Supplying, Installation, Testing & commissioning), Operating, Maintaining and Management of Electrical Vehicle Charging Stations along Yamuna Expressway including applying and arrangement of Electricity Connection (in the name of the Contractor) from respective offices of Electricity board for operation of EV Charging setup. All expenditure shall be borne by the Contractor / Licensee.
11)	Service charges	Maximum rate of service charges for public EV charging shall be @ Rs. 20.00 per kWh , or the rate(s) defined (if any, presently or in future) in the guidelines of state of UP/ GoI, whichever is lower. This rate is excluding GST. (Refer Clause no-2 of preamble in Vol-II : PRICE BID).
12)	Engagement Period	120 Months with a lock-in period of 60 months; Extendable on mutual consent of JIL & Contractor / CPO (Charge point operator).
13)	Minimum Guarantee Fees / month	The Licensee will pay to the Licensor a Minimum Guarantee Fees of Rs. 40,000/- (Rs.10,000/- per location) per month, or Revenue Sharing amount per month, whichever is higher.
14)	Revenue Sharing	Amount to be paid by the Licensee (successful bidder) to the Licensor (JIL), shall be calculated by multiplying the quoted rate (License fee per kWh) of Licensee, and the quantity based on the energy consumption (in kWh) of energy meter (to be installed for EV charging station), as per revenue sharing basis, payable on 1st day of each month. Energy consumption shall be measured through the DISCOM provided energy meter.
15)	Nature of Agreement	Leave and License Agreement with no rights, interest created in favour of the Operator. All terms contained in said Leave and License shall be read in conformity in prevalence with terms mentioned in the Tender Documents to extent of any inconsistencies. For each location, separate Leave and License Agreement to be executed between the parties and any issues arisen at any individual location shall be dealt independently as per its own executed Leave and License Agreement.
16)	Safety Measure	The Contractor must ensure all required safety measures and Appropriate arrangements for firefighting equipment shall be the responsibility of the Contractor.

Annexure-II

ACCEPTANCE OF TENDER CONDITIONS

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney)

To,

Jaypee Infratech Limited,
Contract Division, J Block,
Sector-128, Noida, UP -201304

Sub: Name of the work & NIT No.:

Dear Sir,

1. We, the undersigned Bidder having read, examined have fully understood and are satisfied with the information provided in detail in the Bidding Documents. We hereby unconditionally and irrevocably accept the tender conditions and Bidding Documents in its entirety for the Works.
2. I/We hereby enclose our Bid with duly signed and/or certified forms/documents/authorizations listed below for your consideration. I/We have viewed and read the terms and conditions of the Bidding Documents carefully. I/We have submitted the following documents:
 - a. Notice Inviting Tender & General Conditions of– (Vol-I)
 - b. Quoting Sheet for Tenderer – Price Bid (Vol-II)
 - c. Demand Draft/Bank Guarantee against Earnest Money Deposit
 - d. Memorandum Annexure-I
 - e. Acceptance of Tender Conditions (Annexure-II)
 - f. Addendum/Corrigendum, if any- Duly signed by authorized person
 - g. Details of Similar Works - Appendix-A.
 - h. Financial Details- Appendix-B.
 - i. General Information – Appendix-C
 - j. GST registration – Appendix-D.
 - k. Power of Attorney of the person authorised for signing/submitting the tender.
 - l. Affidavit for correctness of Documents / Information duly notarized - Appendix-E.
 - m. Affidavit for not abandoned or left work incomplete in the last 5 years - Appendix-F.

3. Should this tender be accepted, I/We agree to abide by and fulfil all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay JIL, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.

If I/we fail to commence the work within 21 days of the date of issue of Letter of Award / Work Order / LOI, and/or I/we fail to sign the Agreement (Leave & License Agreement), I/we agree that JIL shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award / Work order and to forfeit the said earnest money as specified above.

Yours faithfully,

(Signature of the tenderer with rubber stamp)

Dated _____

Appendix-A

DETAILS OF SIMILAR WORK

Tender for:

DETAILS OF SIMILAR WORK

S. No	Name of work, Details of EV Charging stations and its location	Name of the Client	Total no of EV Charging Stations, EV Chargers and their capacities	Total no of DC Fast EV Chargers installed and under successful operation		Other Informati on (if any)
				Capacity 30kW or more (Nos)	Capacity 30kW or more (Nos)	
1						
2						
3						
4						
5						

Signature of Bidder with Seal

Appendix-B**FINANCIAL DETAILS**

(Details to be filled online also)

Tender For:

MANDATORY INFORMATION:

S.No.	Description	1 st FY Rs. (In Lacs)	2 nd FY Rs. (In Lacs)	3 rd FY Rs. (In Lacs)	4 th FY Rs. (In Lacs)	5 th FY Rs. (In Lacs)
		2019-20	2020-21	2021-22	2022-23	2023-24
i)	Gross Annual Turnover of Previous 5 financial years ending as on last day of the preceding Financial Year.					
ii.)	Average Annual Turnover					

Signature of Chartered
Accountant with SealSeal and Signature
of bidder

Appendix-C**GENERAL INFORMATION**

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) LLP. f) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name of Directors/Partners in the organization	
8.	Name(s) and Designation of the persons, who is authorized to deal with JIL (Attach copy of power of Attorney/resolution)	
9.	Bank Details: Name of Bank, Address of Bank Branch, Account No., RTGS, IFS Code	

Signature of Bidder with Seal

Appendix-D**GST REGISTRATION**

GST Registration Details of Contractor/Vender	
Name	
Address (As per registration with GST)	
City	
Postal Code	
Region/State (Complete State Name)	
Permanent Account Number	
GSTIN ID/Provisional ID No.: (copy of Acknowledgement required)	
Type of Business (As per registration with GST)	
Service Accounting Code/HSN Code:	
Contact Person	
Phone Number and Mobile Number	
Email ID	
Compliance Rating (if updated by GSTN)	

Appendix-E

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs.100/ (Rupees Hundred only) duly attested by Notary Public)

Affidavit of Mr.S/o
R/o

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s Having its Head Office/Regd. Office at
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for (*Name of work*) To JIL are genuine and true and nothing has been concealed.
3. I shall have no objection in case JIL verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case JIL demands so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, JIL at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case JIL verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal / Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before JIL receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, JIL shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
7. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by JIL. If this information is found incorrect, JIL at its discretion may disqualify / reject / terminate the bid/contract.

8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I,, the Proprietor / Authorised signatory of
M/s..... do hereby confirm that the contents of the above Affidavit are
true to my knowledge, and nothing has been concealed there from..... and that no
part of it is false.

DEPONENT

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

Appendix-F

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs.10/ (Rupees Ten only)
dulyattested by Notary Public)

Affidavit of Mr.S/o
.....

R/o

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s..... having its Head Office / Regd. Office at
.....
2. That the company is bidding for the tender for “.....
.....
..... along Yamuna Expressway, U.P”.
3. That the company has never abandoned or left any work incomplete in the past 5 years.
4. During the course of tendering or at any stage before or after awarding of the work, if it is found that the undertaking in this affidavit is untrue, we will automatically be disqualified from the Bidding Process, or the Contract (if awarded) shall be cancelled & EMD shall also be forfeited.

DEPONENT

Appendix-G

**PROFORMA OF BANK GUARANTEE
IN LIEU OF E M D (TENDER BOND)**

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Jaypee Infratech Ltd,
Sector 128, Noida-201304
Uttar Pradesh

In consideration of Jaypee Infratech Limited, having its Registered Office at Sector 128, Noida- 201304, Uttar Pradesh (hereinafter called "JIL" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/s..... having its Registered Head Office at..... (hereinafter called the "TENDERER") is to participate in the said tender for..... Whereas JIL, as a special case, has agreed to accept an irrevocable and unconditional Tender Bond Guarantee for an amount of Rs..... valid up to..... from the tenderer in lieu of Cash Deposit of Rs..... required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay to JIL immediately on demand in writing and without demur/protest any amount but not exceeding Rs..... Any such demand made by JIL shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the..... Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of JIL in writing and this guarantee shall remain valid up to..... upon expiry of which, we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE:

DATED:

WITNESS.

1.

2.

Appendix-H

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Jaypee Infratech Ltd,
Sector 128, Noida-201304
Uttar Pradesh

Whereas Jaypee Infratech Limited, having its Registered Office at Sector 128, Noida-201304, Uttar Pradesh (hereinafter called "JIL" which expression shall include its successors and assigns) having awarded a work order/contract / supply order No. dated(hereinafter called the contract) to M/s. (hereinafter called the contractor) subject to the terms and conditions contained in the contract.

WHEREAS the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs..... (Rupees.....) for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to JIL immediately on demand in writing and without protest/or demur all moneys payable by the contractor to JIL in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by JIL by reason of any breach by the contractor of any of the terms and conditions contained in the contract as specified in the notice of demand made by JIL to the bank. Any such demand made by JIL on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee, shall be limited to Rs.....in the aggregate which shall be valid up to and the bank hereby agrees to the following terms and conditions: -

- (i) This guarantee shall be a continuing guarantee and irrevocable for all claims of JIL as specified above and shall be valid during the period specified for the performance of the contract.
- (ii) We, the said bank further agree with JIL that JIL shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable

by JIL against the contractor under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of JIL or any indulgence by JIL to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever JIL may now or at any time have in relation to the performance of the works/equipment and the company shall have full re-course to or enforce this security in performance to any other security or guarantee which the JIL may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for JIL to proceed against the said contractor before proceeding against the Bank.
- (iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the / contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to JIL in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to JIL in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of JIL in writing upon expiry of which, we shall be relieved from all liabilities under this guarantee thereafter.

Signed this day of at.....

For and on behalf of Bank

WITNESS.

1. _____

2. _____

SECTION -II

GENERAL CONDITIONS OF CONTRACT (GCC)

- 1 In order to meet the rising adoption of electric vehicles JIL is desirous to develop a charging strategy that will allow to have Charging Stations along the Yamuna Expressway. To preserve the integrity of the project and ensure a smooth deployment of infrastructure, JIL has made the decision to select one Contractor (CPO / Charging Point Operator), who would be responsible for the charging station installations during a specified period at 4 specified locations.

2 Definitions

- 2.1. **Bidder:** Entity which is eligible to bid for the locations in this tender as per the eligibility criteria laid down this NIT.
- 2.2. **Charge Point Operator (CPO):** The Successful Bidder / Licensee / Contractor which have won the bid for Establishing (Supplying, Installation, Testing & commissioning), Operating, Maintaining and Management of PCS for the locations under this NIT for the engagement / contract period as mentioned in the NIT / GCC.
- 2.3. **Electric Vehicle Supply Equipment (EVSE):** Element in EV charging infrastructure that supplies electric energy for recharging the battery of electric vehicles.
- 2.4. **Public Charging Stations (PCS):** Consists of EVSE, associated electrical infrastructure, space for parking (with clearance), ingress/egress for vehicles and has open (unrestricted) access for the public. Additionally, PCS must not have any usage restriction for any EV user. For instance, PCS usage cannot be restricted by providing services only on a subscription basis.
- 2.5. **Battery Swapping Facility (BSF):** A station where a discharged or partially charged battery of an EV can be swapped for a fully charged battery.
- 2.6. **Slow Charger/Moderate/Fast Charger:** For the purpose of this tender, a moderate / fast charger as defined in the revised consolidated Guidelines and Stands issued dated 14th January, 2022 or updated in later on.

- 2.7. **Downtime:** refers to the time duration when EV charger is non-operational due to disruption in power supply or disruption in IT service (server-side error) or both. In this context, the downtime due to disruption in power supply from the concerned electricity board will not be accounted for penalty. Therefore, here "Downtime" is accounted due to disruption in IT service or faulty equipment. Downtime is measured based on server-side error rate.
- 2.8. **Monthly Uptime Percentage:** means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- 2.9. **Electricity Tariff:** Refers to the cost of energy charges including tariff associated charges viz. regulatory surcharges, electricity duty, fuel adjustment charges, meter rent etc. as charged by DISCOM. The Contractor (CPO) is deemed to have included the cost of electricity according to the present Electricity Tariff.
- 2.10. **Operationalization:** Means that EV users have unrestricted access to the charging station and can charge their vehicles.
- 2.11. **Operating Time:** means the period during which charging can be carried out at a charging station (by default this is possible 24/7).
- 2.12. **Service Charges:** The total per unit rates the end user pays to the Charge Point Operator. This includes electricity portion plus service charges excluding applicable taxes. The bill invoice to the consumer must include all cost components such as Electricity Portion, Service Charges, Discounts, Penalties, Taxes etc.

1. Scope of Work

3.1. **Establishing (Supplying, Installation, Testing & commissioning), Operating, Maintaining and Management** of Electric Vehicle Charging Station at the cost of bidders. Battery Swapping facilities will also be made available by the bidder at these charging stations. The tentative locations across Yamuna Expressway are as under:

EV Charging stations shall be set up in 4 locations along Yamuna Expressway as below. JIL shall have the right to change Locations.

Location No	District	Location	Chainage	Side	Direction	Latitude & Longitude
1	Gautam Budh Nagar	Facility	km 35	LHS	Noida to Agra	28.146870, 77.572975
2	Mathura	Facility	km 107	LHS	Noida to Agra	27.549479, 77.755386
3	Mathura	Facility	km 100	RHS	Agra To Noida	27.613202, 77.741575
4	Gautam Budh Nagar	Facility	km 16	RHS	Agra To Noida	28.319078, 77.551758

Each Location of EV Charging station shall at least have:

- One DC fast charger of minimum 60 KW
- One DC fast charger of minimum 30 KW
- One Slow / moderate charger 10 KW with three industrial sockets
- Battery Swapping Facilities (optional)

Later, as per the demand / requirement of chargers, additional numbers of EV chargers may be installed by the Contractor **after having written permission from JIL** depending upon the availability of space on respective locations.

Adequate Space (but not larger than 120 sqm area) in each location for setting up EV Charging station shall be made available to the Contractor (CPO).

Necessary physical verification of site & technical feasibility study shall be done by the applicant before submission of the bid.

EV Chargers shall support 2-Wheeler, 3-Wheeler, 4-Wheeler, and / or Buses.

3.2. Plan, Design, Develop, Invest in, Operate and Maintain the interoperable Electric Vehicle Chargers with Battery Swapping systems along with its associated infrastructure for 2 wheeler, 3 wheeler or 4 wheeler. Manage the business in an unmanned / smart way.

3.3. Pay necessary cost for effecting service connection from LV side of distribution transformer to meter along with security deposit as per applicable rate for the quantum of power. Necessary electrical infrastructure as per demand for EV charging station's connection shall be developed by the Contractor (CPO) at each location.

All costs associated with the installation of upstream electrical infrastructure including installation of Distribution Transformer against each site up to load as per the demand for EV charging station's connection shall be developed by the Contractor (CPO) including the cost of service connection from LV side of distribution transformer to meter.

3.4. The Contractor shall apply for Prepaid/Postpaid metering as applicable.

The Contractor shall apply for an electrical connection within 30 days of the signing of the contract agreement to the respective offices of Electricity board. JIL shall provide NOC to obtain Electrical connections. Apart from NOC, relevant other documents (pertain to JIL) asked by DISCOM to process / complete electricity connection, shall also be provided by JIL. All expenditure shall be borne by the Contractor.

3.5 Contractor shall pay the Monthly Electricity bill timely as per applicable tariff of Concerned Electricity board for electric vehicle charging stations.

3.6 Contractor shall engage network service provider for providing on line information of the location & other parameters of public Charging Station as per guidelines of MoP in consultation with JIL.

3.7 Contractor shall utilize the space only for the purpose of Public Charging stations and Battery Swapping systems of EVs. No other activities will be allowed at the locations.

3.8 Contractor shall bear the cost associated with civil works for public charging station of EVs (e.g- cost related to demarcation

of the space /land, separate entry/exist, making foundation, Canopy and other allied works as per requirement of site).

3.9 JIL reserves the right to alter the exact location of any of the sites and offer the agency a new site in the proximity of the site being replaced.

4.0 PERFORMANCE GUARANTEE:

4.1 Within 21 (Twenty-one) days from the date of Award of work, the contractor shall submit to JIL an irrevocable performance bank guarantee **of Rs. 4,80,000/- (Rs.1,20,000/- per location)** in the form appended or Fixed Deposit Receipt (FDR) pledged in favour of JIL, from any Nationalized Bank or all Commercial schedule bank. In case FDR of any bank is furnished by the contractor to JIL as Performance Guarantee(s) and the bank is unable to make payment against the said FDR, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to JIL to make good the deficit. The Performance Guarantees shall be initially valid up to the stipulated date of completion of contract period plus 60 days beyond that. In case the time for completion of works gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work.

4.2 JIL reserve the right of forfeiture of the performance guarantee(s) on the pro-rata basis of the elapsed contract period in the event of the contractor's failure to fulfill any of the milestones/ contractual obligations i.e. defaults in commencing the work, fails to maintain the required progress in terms of relevant clause of Tender document (VOL-I & VOL-II), in case of bad work or work not done as per specifications etc. or all performance guarantees in the event of termination of contract as per terms and conditions of contract.

If the Contractor commits any default as aforesaid, the JIL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee(s) absolutely (not withstanding and/or without prejudice to any other provisions in the contract) by giving the notice in writing in addition to action taken under other provisions contained in this contract or otherwise.

4.3 In case where the delay is compensated by the contractor during the completion of next milestone(s), the amount towards forfeited bank guarantee(s)/FDR shall be refunded to the contractor on production of the fresh bank guarantee/FDR of the equivalent amount. Such an amount will not accrue any interest to the contractor. Further, such balance/PBG/FD can also be forfeited in case of any failure by contractor to fulfill any

contractual obligation in future.

- 4.4 In case a bank guarantee/FDR is forfeited for recovery, forfeited PBGs/FDRs will remain with JIL which shall be returned after successful completion & operation during entire Contract period up to the entire satisfaction of JIL.
- 4.5 In case the contractor fails to submit the performance guarantee(s) of the requisite amount within the stipulated period as per clause 4.1 of GCC or extended period, JIL shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award / Work order and to forfeit the EMD (earnest money deposit).
- 4.6 In case part scope of work has been satisfactorily completed by the contractor and the remaining works are under hold/suspended for more than 3 months due to some hindrance beyond control of contractor/JIL or due to non-availability of site/clearance from JIL, the un-forfeited performance bank guarantee(s)/FDR(s) submitted by the contractor and available with JIL as on date, on specific request of the contractor, may be released and returned back to the contractor in lieu of submission and due verification of a fresh PBG/FDR of the equivalent amount towards balance work.
- 4.7 The performance security amount in whole or any part there is liable for forfeiture in case of unsatisfactory execution as defined in the Service Level Agreements (SLA).
- 4.8 On account of non-compliance with any of the conditions of the contract, the performance guarantee shall also be forfeited.
- 4.9 If the contractor does any activities other than EV Charging, JIL shall terminate the Contract and Performance Guarantee shall be forfeited.

- 5 **Engagement Period:** The contract agreement will be valid for a **period of 120 months** with a **lock-in period of 60 months** from the date of start of Operation, However, the contract can be extended on mutual agreed terms, conditions & rates. Upon the end of the engagement period, all the equipment /Chargers should be dismantled and taken away by the Contractor.

6 Public Charging Stations – Mandates

- 6.1. Charging Station installed at each location is termed as a Public Charging Station (PCS). A PCS should have a minimum number of fast

and slow chargers. Additionally, bidder is at liberty to install more number of EVSEs based on space availability and demand. Further, Battery Swapping Facility / Kiosk can be installed which is an option based on the demand / requirement.

- 6.2. All the AC or DC chargers should meet the standards defined as per Ministry of Power (MOP) Notification vide No 12/2/2018-EV dated 14th January 2022 titled "Charging infrastructure for Electric Vehicles - Revised Guidelines and Standards - reg' and subsequent amendments thereof. Additionally, each PCS and BSF should adhere to all other standards/conditions defined in any part of this document.
- 6.3. The minimum mandates for each location should be operationalized in the period 6 months from the date of award of Contract. The failure to operationalize the mandates will lead to weekly penalty as defined in SLA under Clause 11.0 of this section.
- 6.4. The agency must submit an operationalization plan within 7 days from the date of agreement.
- 6.5. CEA Regulations 2019 shall be strictly followed during operation of PCS.
- 6.6. The bidder shall make arrangements to adhere to the *Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Resources) Amendment Regulations, 2019* and *Central Electricity Authority (Cyber Security in Power Sector) Guidelines – 2021* and amendments from time to time.
- 6.7. The Contractor / CPO shall integrate the EVSEs mobile app within 30 days of operationalisation. The CPOs have to provide all necessary data and support as required for integration of charger with CMS (mobile app).

7 Charging Station Functionalities

This section defines the features and functionalities that the charging stations shall follow for convenience of the EV Users. The Contractor (CPO) must ensure the following:

7.1 User functionalities

- 7.1.1. Charging station must support at least the following functionalities for EV

users:

- 7.1.1.1. Location of charging station (Address of the charging station along with the GPS coordinates)
- 7.1.1.2. Charging station operating hours
- 7.1.1.3. Type of chargers and batteries (for swapping at the charging station.
- 7.1.1.4. Availability of slots at charging station (Whether the EVSE is connected to an EV or not)
- 7.1.1.5. Availability of charged battery at battery swapping facility.
- 7.1.1.6. Waiting time and option for booking a slot in case of congestion (Whether the charger is available or booked for particular slots)
- 7.1.1.7. Cost to the consumer for all types of chargers in a location.
- 7.1.1.8. Fare structure for swapping all types of batteries available at the BSF.
- 7.1.1.9. Authentication methods available (at least 2 methods: app-based and RFID cards)
- 7.1.1.10. Option to lodge a complaint for non-functioning charging station.
- 7.1.1.11. Payment methods available
- 7.1.2. The licensee should use an authorized IoS (Internet of Services), IT services to fulfil the requirements in the aforementioned point. The EV user must be able to access these services through a mobile application, including the ability to make payment through the mobile application.

7.2 Communication Requirements

- 7.2.1 Digital Communication between the EVSE and the EV: For DC charging, the digital communication as described in IEC 61851-24 / IS17017 must be provided to allow the EV to control the EV supply equipment.
- 7.2.2 Digital Communication between the EVSE and the Charger Management System: The communication between any charger and the charger management system of the Contractor (CPO) must mandatorily use the communication protocol OCPP 1.6 or higher version compatible with OCPP 1.6 or IEC 61850-90-8/ IS17017 . The interface between the charger and Contractor (CPO) must be reliable internet connectivity (Ethernet, 3G/4G). Telecommunication network or telecommunication port of the EV supply equipment, connected to the telecommunication network, must comply with the requirements for connection to telecommunication networks according to 6 of IS 13252 (Part 1): 2010.
- 7.2.3 Digital Communication between the Charger Management System and the DISCOM: The communication between EVSE and DISCOM shall be OSCP 10 or (Open ADR + IEEE 2030.5) or IEC61850-90-8/ IS17017 protocol or higher version of these protocols as and when notified by State Nodal Agency. The Contractor (CPO) must have provision for the data to be made available for Nodal Office, DISCOM or an external agency as and when notified by JIL.

- 7.2.4 Digital Communication between different Charging Stations: The Contractor (CPO) shall make provision for communication with other Charging Stations if required or as and when notified by JIL, The communication between the two Charging Stations shall be either OCPI 2.1 protocol or OCHP direct 0.2 or higher version of these protocols as and when released.

7.3 Data Sharing Requirements

The Contractor (CPO) shall make provision that the following information would be made available to its respective DISCOM on a regular basis as agreed upon by respective DISCOM:

- 7.3.1. Peak hours of charging EVs
- 7.3.2. Real-time power consumption from charging from each charge point (using smart meters)
- 7.3.3. Session - Start & Stop for each charger (Timings & Duration)
- 7.3.4. Instantaneous current flow to EV
- 7.3.5. Instantaneous AC RMS supply voltage
- 7.3.6. Instantaneous active power imported by EV (W or kW)
- 7.3.7. Instantaneous power factor of total energy flow
- 7.3.8. Charger ID
- 7.3.9. Location (GPS coordinates)
- 7.3.10. Emergency Stop (along with reasons), if any
- 7.3.11. Frequency of any voltage fluctuation issue

8 Information to open database

- 8.1. The Contractor (CPO) must make provision that the following information would be made available to the open database managed by State Nodal Agency. The data standards for the data to be submitted is as provided by the Authority.

8.1.1. Station level data

- 8.1.1.1. Name of the charging station
- 8.1.1.2. Location (Latitude, Longitude)
- 8.1.1.3. Contractor (CPO) name and contact details. URL
- 8.1.1.4. Modes of payment accepted.
- 8.1.1.5. Maximum Number of Vehicles that can be charged simultaneously.
- 8.1.1.6. Advance booking availability
- 8.1.1.7. Operating hours and days
- 8.1.1.8. Operating status operational or upcoming)
- 8.1.1.9. Fare structure Price (INR per kWh or INT/main or combination

- of both) per battery swapped.
- 8.1.1.10. Number of EVs charged of each category per day, number of batteries swapped per day and number of batteries available for swapping in a day.
- 8.1.2. Charging unit level data**
- 8.1.2.1. ID of the charging unit
- 8.1.2.2. Type of charging gun along with quantity of each and the capacity of each charging gun
- 8.1.2.3. Capacity of battery swapping facility number of batteries and charging capacity of each battery
- 8.1.2.4. Operating status - Connected or Available or Out of Service
- 8.1.2.5. Maintenance alerts
- 8.1.2.6. Usage statistics- timestamps of charging usage
- 8.1.2.7. Power consumption- Separately for coach charging point and battery swapping facility
- 8.1.2.8. Availability of slots for reservation

9 Safety Norms

- 9.1. All PCS should be incorporated with suitable protection and monitoring devices for safe and reliable operation of charging stations All PCS must follow the following safety norms:
- 9.1.1. Safety provisions for charging stations vide schedule XVI of the CEA (Technical Standards for Connectivity of Distributed Generation Sources) Regulations, 2013
- 9.1.2. The Contractor (CPO) shall keep the records to an extent that the PCS installation have been carried out and maintained in accordance with safety norms as per the relevant CEA Regulation & manufacturer's installation and maintenance instructions.
- 9.1.3. Use the armoured type of cable from the PCS to Electric Vehicle and maximum length shall be restricted to 5 metres.
- 9.1.4. PCS should be installed so that any socket-outlet of supply is at least 800 mm above the finished ground level.
- 9.1.5. Protection against the overload of the charging supply and incoming supply fittings must be provided.
- 9.1.6. Shall supplied from a sub-circuit protected by a voltage independent RCD providing personal protection that is compatible with a charging supply for an EVs
- 9.1.7. Shall be supplied from a dedicated final sub circuit.
- 9.2. The Contractor (CPO) must ensure that the space for PCS must not be misused due to actions such as intentional /unintentional blocking of parking space by vehicles which are not being charged, utilization of space for other commercial purposes, displaying advertisements etc.

- 9.3. The Contractor (CPO) must ensure that appropriate arrangements for firefighting equipment shall be made available at each EV Charging station to address any incident / accident.

10 Billing and payment requirements

- 10.1. Metering** - Smart metering as per Indian Standards must be ensured for power consumption by EV chargers at the EV Charging Station. Separate metering must be ensured by the CPO for other associated purposes such as office of EV Charging Station, public amenities, consumption of other equipment etc. Tariff as applicable to non-Domestic category shall be applicable to the same as per UPERC tariff regulation.
- 10.2 Service charges:** shall be as per Clause no.2 of Preamble in VOL-II.
- 10.3 Billing-** EV user must be provided with a bill stating the cost distribution in detail.
- 10.4 Payment-** BHIM, UPI, NFC, RFID and mobile wallet/App based compliant mobile application payment.

11 Service Level Agreement (SLA)

The agency must adhere to the following Service level agreements with respect to all PCS in a Package.

- 11.1. The SLAs and penalties against the SLAs are as follows:

Sl. No.	Defined Parameter	Service Level Requirement	Validation Procedure	Penalty (per site)
1	<u>Operationalization of the EVSEs:</u> Bidder must ensure that EVSEs are supplied, installed & commissioned as per the scheduled timelines set out in the agreement at the designated	Within 8 months from date of handing over the site.	Operationalized certificate issued by the authorized representative of JIL	Rs.5,000/- penalty per site for every one week's delay or any part thereof, subject to a maximum of Rs. 50,000/-.

	place, as agreed.			
2	<u>Replacement of faulty EVSE:</u> The faulty EVSE shall be repaired and/or replaced by the successful bidder within the defined duration.	The faulty EVSE shall be repaired and/or replaced within 15 days from the complaint.	Acknowledge ment by the authorized representative of JIL	<u>More than 15 days:</u> Rs.5,000/- penalty per site for every one week's delay or any part thereof, subject to a maximum of Rs. 50,000/-.
3	<u>Availability of Charging Equipment in working condition</u>	Bidder must ensure that each of the EVSEs must be online for at least 90% of the time in a month. Note: 1. downtime due to power failure is excluded. 2. Non-availability due to faulty equipment is excluded.	Through reports generated by the CMS.	If the SLA is violated for consecutive 3 months, following penalty will be levied: Rs.5,000/- penalty per site subject to a maximum of Rs. 50,000/-.

- 11.2. The Contractor (CPO) must ensure a Monthly Uptime Percentage of 90% on each individual chargers (excluding for power failure related downtime and scheduled downtime) which means that charging services should be operational and available to the EV

- users at least 90% of the time in any calendar month.
- 11.3. The Contractor (CPO) should display at its office, operating site, OEM dealership location, its website/app or through newspaper advertisement, the procedure to subscribe and use its energy services, the pricing information and contact details of its customer care service.
 - 11.4. The agency should allow user-initiated cancellation of its subscription services and refund any security deposit or wallet credits within 15 working days from the date of cancellation application.
 - 11.5. The Contractor (CPO) should follow applicable regulations with regards to protection of any KYC or personal information collected during application.
 - 11.6. The Contractor (CPO) will be solely responsible for ensuring the safety of the property and users at the PSC site. Proper monitoring of the PCS site must be ensured to prevent damage to the property.
 - 11.7. The Contractor (CPO) will provide a monthly report to JIL on all the SLA listed under Section 11. If the SLA violated for three consecutive months, then the Contractor will be penalized by JIL. This penalty amount is subject to a maximum of INR 50,000 per site / location, post which JIL reserves the right to cancel the contract of the Contractor (CPO) for the entire package. JIL, at its discretion, may choose to ascertain the veracity of the monthly report submitted by the Contractor (CPO).

12 Electricity

- 12.1. The Contractor (CPO) shall be responsible for all electricity costs of the PCS by obtaining separately metered electricity service. JIL shall reasonably cooperate with contractor/bidder efforts regarding the provision of electricity to the charging station.
- 12.2. The agency must ensure that the following (rules and amendments thereto) are followed during the operation and maintenance of the PCS and battery swapping facility.
 - 12.2.1. The Electricity Act 2003 - any rules/amendments pertaining to EV charging stations and battery swapping stations.
 - 12.2.2. CEA (Measures relating to Safety & Electrical supply) Regulations 2010 and its subsequent amendments.
 - 12.2.3. Ministry of Power (MoP) Notification vide No 12/2/2018-EV dated 14th January 2022 titled 'Charging infrastructure for Electric Vehicles - Revised Guidelines and Standards - reg' and subsequent amendments thereof. In case of any conflict between any section of the aforementioned notification and any section of this tender document, the provisions of this section of this tender document shall prevail.

13 Charging bays

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

Slow charger should be mounted on a pedestal of suitable height.

On the panel of non-slow chargers too, the standardized logo of EV Charging Station must be displayed, as provided by the JIL.

For the charging bay floor area, the pavement will need to be colored green as per the design given by the JIL.

Vehicle stoppers shall be provided for preventing vehicle from crashing into the chargers.

14 Canopy

Every Charging Point should be covered by a canopy to protect it from adverse weather conditions. The canopy design shall be standardized by the JIL and design details of the same shall be shared at the stage of the signing of the contract agreement with Contractor (CPO).

The canopy should be clearly signposted with the Charging point description and should include standardized elements.

The canopy roof should be made of transparent polycarbonate sheets or glass and the supporting pillars of canopy will be made of Mild steel.

Tower

A prominent tower display must be installed at the entrance of the public charging stations akin to towers displayed at the entrance of fuel stations. The display should specify the configurations of chargers available at the charging station along with the charging rates.

The tower should be about 20 feet in height with white backlit background light.

The tower design details and specifications shall be shared at the stage of the signing of the contract agreement with Contractor (CPO).

15. Entry Exit and Navigation Signage

Entry/exit gates should have a welcome and thank you message respectively for customers along with the standardized elements.

Entry point, exit point, and various charging points should be clearly and uniformly signposted throughout the charging station.

Design details of all these signposts shall be provided by the JIL.

16. Operation of Charging Station

All the charging station preferably be operated in unmanned/smart way. So necessary user friendly system is to be developed by the agency for collection via online gateway and charging the EV thereafter by the EV user itself.

17. Charging Station Signage/Banner

The charging station will have a signage/banner in a standard design as approved by the JIL. The banner will be prominently located at an area of high visibility near the entrance of the charging station.

18.0 COMPENSATION FOR DELAY

If the contractor fails to maintain the required progress in terms of relevant clause of Contract, to complete the work and start operation, he shall, without prejudice to any other right or remedy available under the law to the JIL on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below (plus GST extra) as the Engineer in charge (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / week (as applicable) that the progress remains below the relevant clause in the Conditions of Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.

i) Compensation for delay of work @ Rs.5000/- per week per Location of EV Charging station provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 50,000/- per location. The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with JIL. In case, the contractor does not achieve a particular milestone mentioned elsewhere in the tender document or the re-scheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount or failure to achieve a milestone, shall be automatic without any notice to the Contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

19.0 TERMINATION OF CONTRACT

JIL reserves the right to terminate the contract after giving 4 weeks notice in case performance of the bidder is not found satisfactory or on account of non-compliance of any of the condition of the contract. In such a case the security

deposit shall also be forfeited without prejudice to right of JIL to take any other action to recover any loss suffered by JIL due to non-performance of the contract.

If the contractor does any activities other than EV Charging, JIL shall terminate the Contract and Performance Guarantee shall be forfeited.

CANCELLATION/DETERMINATION OF CONTRACT IN FULL OR PART

- 19.1 Subject to other provisions contained in this clause the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter: or
 - ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge; or
 - iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
 - iv) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge: or
 - v) If the contractor shall offer or give or agree to give to any person in JIL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action relation to the obtaining or execution of this or any other contract for JIL; or

- vi) If the contractor shall enter a contract with JIL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge; or
- vii) If the contractor shall obtain a contract with JIL because of wrong tendering or other non-bona-fide methods of competitive tendering or commits breach of Integrity Pact; or
- viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any applicable laws for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any applicable laws for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- ix) If the contractor being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or.
- xi) If the contractor assigns, transfers,) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without and prior written approval of the /JIL.

20.0 SUSPENSION OF WORKS

- a) The contractor shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:
 - i) On account of any default on part of the contractor, or
 - ii) For proper execution of the works or part thereof for reason other than the default of the contractor, or

- iii) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

- (b) If the suspension is ordered for reasons (ii) and (iii) in sub-Para (a) above.

- i) The contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25% for completion period.
- ii) In the event of the Contractor treating the suspension as an abandonment of the Contract by JIL, he shall have no claim of any compensation.

21.0 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY

The time allowed for execution of the Works as specified in the Memorandum (Annexure-I) or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in MEMORANDUM (ANNEXURE – I) or the date on which the JIL/through its authorized person issues written orders to commence the work. If the Contractor commits default in commencing the execution of the work as aforesaid, the JIL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

22.0 TAXES AND DUTIES

All taxes, duties, cess and levies payable under any law (as applicable on the date of submission of bid) shall be paid by the contractor in connection with execution of the contract & operation.

The contractor shall ensure payment of appropriate tax on the supplies made under the contract. The contractor shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including. description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that JIL can avail credit of such tax, wherever applicable. The contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the taxes, duties, levies, cess, etc. JIL would have right to seek necessary evidence that the contractor is registered under the law and duly discharging its obligations under the tax law, enabling JIL to avail input tax credit. Whenever interest is payable

on reversal of Input Tax Credit (ITC) for non-payment of value and tax of supply under GST Act, due to any default on contractor's part (i.e., due to poor performance/quality or non-fulfilment of terms of contract), the amount of interest so levied on JIL shall be recovered from the contractor.

In case any law requires JIL to pay tax, the amount of tax deposited by JIL would be considered as paid to the contractor and, accordingly, the amount shall be paid to JIL by the Contractor.

In case the contractor does not deposit the tax payable on execution of the contract or has not provided the tax invoice to JIL showing the amount of tax or has not uploaded the document in computerised tax network as per prevailing law, leading to non-availability of inputs credit of the tax to JIL, the amount equivalent to such tax shall be deducted from any amount payable to the Contractor.

Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the contractor.

23.0 INSURANCE OF WORKS ETC

23.1 Contractor is required to take Contractor's All Risk policy from an approved insurance company and bear all costs towards the same for the full period of execution of works against all loss of damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract for loss or damage.

- a. The work and the temporary works to the full value of such works.
- b. The materials, constructional plant machineries & equipment's and other things brought to the site for their full value.

23.2 INSURANCE UNDER WORKMEN COMPENSATION ACT

Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company.

24.0 PROHIBITION OF UNAUTHORISED CONSTRUCTION & OCCUPATION

No unauthorized buildings, construction of structures should be put up by the contractor anywhere on the project site, neither any building built by him shall be occupied in un-authorized manner by him or his staff.

25.0 FORECLOSURE OF CONTRACT BY JIL

If at any time after the commencement of the work the JIL shall for any reason whatsoever is required to foreclose the work or is not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works / contract period.

26.0 NO COMPENSATION CLAUSE

The contractor shall have no claim whatsoever for compensation against JIL on any ground or for any reason, whatsoever.

27.0 WATER AND ELECTRICITY

The contractor shall make his own arrangement for Water & Electrical Power for construction and other purposes at his own cost and pay requisite electricity and water charges. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

28.0 WATCH, WARD, AND LIGHTING OF WORKPLACE

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, OBSTRUCTIONS, lights, watchmen etc. during the entire Contract period.

29.0 LABOUR LAWS

29.1 ALL EXISTING LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR AND CONTRACTOR IS UNDER LEGAL / CONTRACTUAL OBLIGATION TO SAFEGUARD THE INTERESTS OF JIL. FURTHER JIL SHALL INDEMNIFY THE JIL WITH ALL POTENTIAL LIABILITIES, RISK AND CONSEQUENCES WHATSOEVER IN RELATION TO ALL ITS BUSINESS ACTIVITIES INCLUDING ALL ACTS AND OMISSIONS.

The contractor shall obtain a valid license under the contract labour (Regulation & Abolition) Act 1970 and the contract labour Act (Regulation & Abolition) Central Rules 1971 and amended from time to time and continue to have a valid license until the completion of the work.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

The contractor shall not engage any labour below the age of 18 under any

circumstances. The provisions under Child Labour (Prohibition and Regulation) Amendment Act, 2016 should be strictly adhered to. In case of any non-compliance to the requirements of Labour laws, the contractor shall be liable for all consequences, or any penalty imposed in this regard.

Any failure to fulfil above requirement shall attract the penal provisions of this contract arising out the resultant for non-execution of the work before the commencement of work.

30.0 INDEMNITY AGAINST INTELLECTUAL PROPERTY RIGHTS

The contractor shall fully indemnify the JIL from and against all claims and proceedings for or on account of any infringement of all Intellectual Property Rights viz. patent rights, design, trademark or name or other protected rights in respect of any construction plant, machine, work or material used for in connection with the assigned works.

31.0 LAW COVERING THE CONTRACT

This contract shall be governed by the Indian laws for the time being in force.

32.0 LAWS, BYE-LAWS RELATING TO THE WORK

The contractor shall strictly adhere by the provisions, for the time being in force, of law relating to works or any regulations and bylaws made by any local authority or any water & lighting agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations, or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

33.0 CONTRACT AGREEMENT

The Contractor shall enter into a Contract Agreement which shall be in the nature of Leave and License Agreement with JIL within 30 (Thirty) days from the date of Letter of Intent / letter of award. The parties shall execute separate Leave and License Agreement for each location. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Contractor. In case, the contractor does not sign the agreement as above or fails to start the work within 21 (Twenty-one) days of the issue of letter of Intent / letter of award his earnest money is liable to be forfeited and Letter of award consequently will stand withdrawn.

34.0 JURISDICTION

The agreement shall be executed at Gautam Budha Nagar on non-judicial stamp paper purchased in Gautam Budha Nagar and the courts in Gautam Buddh Nagar alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

FORMAT of

LEAVE AND LICENSE AGREEMENT

This Leave and License Agreement (“**Agreement**”) is made and executed at _____ on this ____ day of _____ 2024.

BY AND BETWEEN

Jaypee Infratech Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Sector 128, Noida-201304, Uttar Pradesh (hereinafter referred to as the “**Licensor**”, which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**.

AND

_____, a company incorporated under the provisions of the Indian Companies Act, 2013, and having its registered office at _____, (hereinafter referred to as “**Licensee**”, which expression shall mean and include its successors) of the **SECOND PART**.

[The Licensor and the Licensee shall be individually referred to as “**Party**” and collectively referred to as “**Parties**” as the context demands.]

WHEREAS, by agreement dated 7th February 2003, termed as the “Concession Agreement” executed between Taj Expressway Industrial Development Authority [subsequently] name changed to Yamuna Expressway Industrial Development Authority (**YEA**) and Jaiprakash Industries Limited [subsequently name changed to Jaiprakash Associates Limited (**JAL**)]. JAL (hereinafter referred to as the “**Concessionaire**”) was granted concession for arrangement of finances, design, engineering, construction and operation of the expressway, and to collect and retain toll

from the vehicles using the expressway during the term of 36 (thirty six) years (hereinafter referred to as the “**Concession Period**”) commencing from the date of commercial operation of the expressway plus any extension thereto, in accordance with the Concession Agreement (hereinafter referred to as the “**Project**”).

AND WHEREAS, in terms of the Concession Agreement, the Concessionaire incorporated as Special Purpose Vehicle (SPV) for the implementation of the Project under the name of Jaypee Infratech Limited (JIL). All the rights and obligations of JAL (herein the Concessionaire) under Concession Agreement were transferred to the SPV (herein JIL) by Assignment Agreement dated 19.10.2007 duly executed by and amongst YEA, JIL and JAL followed by Project Transfer Agreement dated 22.10.2007 executed between JAL and JIL by which all assets, rights and privilege and all liabilities, obligations and duties relating to the Yamuna Expressway Project has been transferred to JIL.

AND WHEREAS, YEA in discharge of its obligation under the Concession Agreement for provision of land for expressway, has transferred to JIL, through various lease Agreements (hereinafter referred to the “**Lease Deeds**”), certain land for construction and development of roadside facilities along with the expressway (hereinafter referred to as the “**Subject Land**”) on the terms and conditions specified in the Concession Agreement and Lease Deeds.

AND WHEREAS, the Concessionaire (herein JIL) have been granted, under the Concession Agreement and Lease Deeds, the exclusive and unfettered rights to give on license or dispose of its interest in the Subject Land or part thereof in any manner to any person without requiring any consent or approval of or payment of any additional charges, transfer fee, premiums etc. to YEA or to any other relevant authority.

AND WHEREAS, that the Licensor is the lawful and rightful lease holder of the Yamuna Expressway and totally seized and possessed of facility _____ along Yamuna Expressway (hereinafter referred to as “**Facility**”).

AND WHEREAS, subsequently, the National Company Law Tribunal, Allahabad (NCLT) vide its order dated 09.08.2017 (“**Order**”), admitted the application for initiation of corporate insolvency resolution process (“**CIRP**”) in respect of the Company in accordance with Section 7 of the Insolvency and Bankruptcy Code, 2016. Pursuant to the Order, Mr. Anuj Jain, was appointed as the Interim Resolution Professional and thereafter, Mr. Anuj Jain was confirmed as the Resolution Professional for the Company by the Committee of Creditors.

AND WHEREAS, the Committee of Creditors approved the Resolution Plan of Successful Resolution Applicant (M/s. Suraksha Realty Limited and M/s. Lakshadeep Investments and Finance Private Limited on 23.06.2021 (“**SRA**”). The said Resolution Plan was approved by the Hon’ble NCLT, Principal Bench, New Delhi vide Order dated 07.03.2023 and in terms of the plan to run, manage and overseeing the affairs of the Lessor, the Implementation and Monitoring Committee was formed.

AND WHEREAS, the approved Resolution Plan has further been confirmed/ratified by the Hon'ble National Company Law Appellate Tribunal vide order dated 24.05.2024 passed in the matter titled as **“Yamuna Expressway Industrial Development Authority vs. Monitoring Committee of Jaypee Infratech Ltd. Through Anuj Jain, Secretary & Ors.”** In the order dated 24.05.2024, the Resolution Plan has been upheld and the SRA has been directed to implement the Plan.

AND WHEREAS, the Licensor is desirous of setting and establishing Electric Vehicle Charging Stations (“EVCS”) at the said **Facility**. Accordingly, the Licensor has floated Notice Inviting Tender (hereinafter referred to as “NIT”).

AND WHEREAS, the Licensee has represented to the Licensor that it possesses the necessary skills, resources to establish Public Electric Vehicle Charging Stations (hereinafter referred to as “PCS”) and has experience to carry out the work as defined in the NIT. The Licensee intends to make PCS available to the commuters and had submitted its technical and financial offer to the Licensor to execute the work.

AND WHEREAS, pursuant to the discussion and negotiations, the Licensor has accepted the offer of the Licensee and has awarded the work vide Letter of Intent dated _____ (hereinafter referred to as the “LOI”) on the terms and conditions and the documents as contained or mentioned therein.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SET-UP AND OPERATION

The Licensor hereby permits the Licensee to install, set up, commission, operate and maintain at its own costs and expenses, the EVCS/Charging Infrastructure at the earmarked and designated spaces at the Facility across Yamuna Expressway more particularly described in the table below during the Term, upon the terms and conditions set out herein to enable the Licensee to provide EV charging services from PCS to all the commuters.

Sl no.	District	Location	Chainage	Side	Direction	Latitude & Longitude

- 1.1 The Licensee and the Licensor agree that the EVCS comprises of _____ Charging points at the Facility. If in the Licensor's discretion, more EVCS are required, the Licensor may permit Licensee to install additional EVCS at the Facility on the same terms and conditions of this Agreement only after written permission of the Licensor.

- 1.2 The Licensee shall ensure that the EVCS at each Facility should be operationalized within a period of 8 months from the date of the award. In case the Licensee fails to operationalize the EVCS within a period of 8 months, the Licensee shall be liable to pay Rs. 5,000/- per site for every one week's delay or any part thereof, subject to a maximum of Rs. 50,000/- per site.
- 1.3 The Licensee covenants and undertakes that no activity other than the EV charging services from the EVCS shall be carried out at the designated/earmarked spaces, and that too only at the Facility.

2. TENURE AND FINANCIAL TERMS

- 2.1 This Agreement is valid for a period of ____ years commencing from [●] (the “**Effective Date**”) and ending on [●] (both days inclusive) (“**Term**”). There shall be a Lock-in-Period during the initial term of _____ years from the Effective Date (hereinafter referred to as the “**Lock-in Period**”).
- 2.2 In consideration of the Licensor permitting Licensee to set up, establish and operate the Charging Infrastructure at the Facility upon the terms and conditions set out herein, the Licensee shall pay to the Licensor a minimum guarantee amounting to Rs. _____/- per month (“**MG**”) or fee of Rs. ____/- (____ only) per unit of electricity consumed through the PCS towards EV charging, on a monthly basis (the “**Fees**”), whichever is higher. The Licensee shall also provide monthly sales reports to the Licensor to enable it to calculate the Fees payable.
- 2.3 The Licensee shall deposit an amount of Rs...../- as interest free refundable security deposit / performance Guarantee with Licensor at the time of execution of the present Agreement.
- 2.4 The Fees, as mentioned in clause 2.2, shall be paid by the Licensee to the Licensor latest by 5th day of every succeeding calendar month from the Effective Date.
- 2.5 The monthly Fees to be paid by the Licensee in respect of this Agreement shall be made by cheque / DD/ ECS/ RTGS/NEFT/Escrow Account in favour of
- 2.6 The Licensee shall be solely liable to pay Goods and Services Tax (“**GST**”) and/or any other additional taxes as may be applicable under the law.

3. OBLIGATIONS/RIGHTS OF LICENSEE:

- 3.1 That the Licensee has taken the said earmarked and designated spaces at the Facility from the Licensor only for the purpose of setting up and operating therein a EVCS/PCS and the License is therefore at liberty and expressly permitted and authorized by the Licensor during the period of this Agreement, hereafter to install such EV Chargers and/or any other ancillary equipment in such part of the property as may be identified by the Licensor in the said Facility .
- 3.2 The EVCS to be installed and operated in the said Facility s is and shall be known and advertised / publicized as Licensee's network during the term of the Agreement.
- 3.3 That the EVCS, shall be used & remain open during 24 Hours of the day and on all days including Sundays and Public/ Bank Holidays.
- 3.4 That the electric vehicle users shall be fully entitled at any time during the 24 Hours of the day to access, use and operate the EVCS avail and other related EV charging services installed at the earmarked spaces on the said Facility.
- 3.5 That the Licensee shall take reasonable care of the aesthetics of the Facility at the time of installation, maintenance and repair of its EVCS/Charging Infrastructure, and at all times, maintain the EVCS and any fittings installed therein (Including the Charging Infrastructure), in good order and condition during the Term of this Agreement at its own costs and expenses.
- 3.6 That the Licensee shall use the infrastructure provided in the Facility by the Licensor (if any) with utmost care and caution.
- 3.7 That the Licensee shall be responsible and liable for the safety of its personnel (employees, sub-contractors and others as nominated) while working on its EVCS/Charging Infrastructure and for its daily operational works in respect of the PCS.
- 3.8 That the Licensee shall ensure to take an insurance policy from an approved insurance company and bear all costs towards the same for entire Term of the Agreement against any loss and/or damage that may arise to the EVCS or the Facility.
- 3.9 That the Licensee shall also take insurance cover under Workman Compensation Act, 1923 amended from time to time from an approved insurance company for the employees deployed at the EVCS.

- 3.10 In case of theft or damage to the Charging Infrastructure, the Licensee shall be solely responsible for lodging the complaint and claiming insurance as per the process as applicable and the Licensor shall render support to the extent practically possible.
- 3.11 That Licensee shall not carry out any installation or other activities in the Facility or any part thereof, other than what is provided in this Agreement.
- 3.12 That Licensee shall ensure that during the course of installation of the EVCS /Charging Infrastructure, no damage or defect is caused to the Facility or any other part of the facility. If, however any damage or defect, Licensee shall make good any loss or damage caused to the Facility and repair the same at its own cost.
- 3.13 That Licensee shall make provisions for securing its EVCS/Charging Infrastructure in the Facility if any, to the extent feasible so as to ensure that the same cannot be tampered with.
- 3.14 That the Licensee would be responsible for the safety, general housekeeping, hygiene and security of EVCS on best effort basis.
- 3.15 To address the queries and concerns of the customers, to retain ownership and control of customer details, usage information and Licensee's website(s) and to provide the EV charging services to its customers through the Charging Infrastructure.
- 3.16 That Licensee shall at its own costs upgrade to latest technology, refurbish, repair, renovate, alter and maintain the EVCS at the Licensor's request during the Term. All such works shall be conducted in conformity with applicable laws, rules and regulations.

4. OBLIGATIONS OF THE LICENSOR:

In addition to the permission of operating EVCS from the Said Facility granted to the Licensee, the Licensor hereby agrees and undertakes to provide and make available to Licensee throughout the Term of the Agreement, without charging, levying or collecting any fee or any other compensation/consideration for the same, the following additional amenities and spaces/areas which shall be used and enjoyed as amenities belonging and appurtenant to the Said Facility (hereinafter collectively referred to as "**the additional amenities/spaces/areas**"), that is:

4.1 It is agreed and clarified that the Licensee, its sub-contractors, and/or their authorized officers, employees and representatives shall be entitled to access the said EVCS during operation hours of the day and on all days (including Sundays/Public Holidays) for inspection, service/ maintenance, repairs and replacement of the chargers and related equipment in the EVCS ;

4.2 In the event of the Licensor intending to sell or transfer the Said Facility during the subsistence of this Agreement, the Licensor should intimate in writing to Licensee. In the event the Licensor sells or transfers its interest of the Said Facility, Licensee shall be entitled to attorn this Agreement in favour of the new transferee on the same terms and conditions herein contained for the residue period of the Agreement.

4.3 In the event any accident occurs in the Said EVCS whereby any of the Licensee's employees, customers, clients or any other persons visiting the Said EVCS/Facility are injured and/or leads to their death, the Licensor shall not be responsible or liable under any civil or criminal law or third-party claims for the same. Also, the Licensor shall not be responsible or liable for any damages, whatsoever, caused to the vehicle, while in the Said Facility and/or EVCS.

5 ELECTRICITY AND FUEL CHARGES

5.1 The Licensee shall apply for an electrical connection within 30 days of the LOI to the respective offices of electricity board. The Licensor shall provide NOC to obtain electrical connections. Apart from the NOC, all other documents as required by DISCOM to process/complete the electricity connection will also be provided by the Licensor.

5.2 All costs in relation to obtaining and maintaining electricity connection from the electricity grid shall be borne and paid by the Licensee.

5.3 The Licensee shall ensure compliance of provisions of The Electricity Act, 2003, CEA (Measures relating to Safety & Electrical supply) Regulations 2010, Ministry of Power (MoP) Notification No. 12/2/2018-EV dated 14th January 2022 titled Charging Infrastructure for Electric Vehicles – Revised Guidelines and Standards and rules/amendments pertaining to EV charging stations and battery swapping stations.

6 TERMINATION

- 6.1 It is expressly agreed between Licensor and Licensee that the Licensor shall be entitled to terminate this Agreement during the Lock-in-Period with a written notice of 2 months.
- 6.2 Further, after the expiry of the Lock-in Period, either Party shall be entitled to terminate this Agreement without assigning any reason whatsoever by providing the other Party 60 (Sixty) days' prior written notice.
- 6.3 In the event of non-payment continuously for 03 months or breach of clauses by Licensee would attract termination provided notice as agreed is given by Licensor and Licensee fails to rectify the breach within 60 days from the date of notice.
- 6.4 In the case the Licensee fails to start the operations within a period of 8 months from the date of the award, the Licensor shall be at liberty to terminate the Agreement.
- 6.5 The Licensor shall be entitled to terminate this Agreement in the event the Licensee fails to carry out the operations at the EVCS for a consecutive period 60 days.
- 6.6 The Licensor shall also be entitled to terminate this Agreement at the time of completion of the Term of Agreement.
- 6.7 The Licensor shall have the right to terminate this Agreement at any point of time on or after the commencement of the Insolvency proceedings against the Licensee in terms of the provisions the Insolvency and Bankruptcy Code, 2016.
- 6.8 The Licensor shall have the right to terminate this Agreement in case the Licensee undertakes any work/activity on the said Facility which is beyond the scope of work as defined under this Agreement.
- 6.9 On the expiry or earlier determination of this Agreement, Licensee shall dismantle, remove and take away the Charging Infrastructure from the Facility without in any way damaging the Facility or any other part of the Facility or the Facility at Yamuna Expressway and restore the Facility or any other part of the Facility or the Facility at the Yamuna Expressway (as applicable) to the such condition reasonable wear and tear excepted) only

after paying the unpaid Fees. If, however any damage is caused, Licensee shall make good any loss or damage caused to the Facility and repair the same at its own cost. The Licensor shall not have any kind of lien or charge or encumbrance over the Charging Infrastructure, except to the extent of unpaid Fees, unpaid utility charges and costs for rectifying any damage caused by Licensee to the Facility.

7 INDEMNITY

7.1. The Licensee agrees and undertake to indemnify and keep fully indemnified the Licensor from and against all claims, losses, liabilities, damages and expenses including attorney fees that may arise or be a result of any of the covenants, statements, representations, undertakings and warranties stated in this Agreement being breached, false, untrue or incorrect.

7.2. The Licensee hereby undertakes and agrees to indemnify the Licensor for any damages whatsoever including death at any time arising out of and in connection with the operation and management of the EVCS from the said Facility and also if such injury is established to have been caused by the negligent acts or omissions or wilful misconduct, or any laches and lapses on account of the Licensee or any of its subcontractors, employees or agents.

7.3. The Licensee hereby undertakes and agrees to indemnify the Licensor for any or all accidents, incidents, injuries, damages to the EVCS, Facility or people using EVCS/Facility because of any negligent act, operation and management of the EVCS.

7.4. The Licensee shall, also, indemnify and keep the Licensor indemnified against any and or all actions, suits, claims, damages, losses, costs, expenses, interest, penalties and liabilities arises towards the violation of any law made in respect of the Electrical Vehicle Charging.

8 CONTRACT DOCUMENTS

8.1. The present Agreement shall be performed strictly as per the terms and conditions stipulated herein and in following documents mentioned herein.

(a) Notice Inviting Tender Ref No. _____ dated _____ and tender documents consisting of:

- i) Volume I - Notice Inviting Tender (NIT) & General Conditions of Contract
- ii) Volume II - Price Bid

(b) Letter of Acceptance of Tender Conditions dated _____.

- (c) Final bid dated _____.
- (d) Letter of Intent dated _____.

8.2. All the aforesaid documents referred in clause 8.1. above shall form an integral part of this Agreement, in so far as the same or any part thereof, to the tender documents and what has been specifically agreed to by the Licensor in its Letter of Intent. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Licensee in its Tender but not agreed to specifically by the Licensor in its Letter of Intent, shall be deemed to have been withdrawn by the Licensee without any cost implication to the Licensor.

9 PERMISSION AND ACCESS

Licensee agrees and confirms that Licensee and/or only its authorized representatives shall have access to the EVCS at all times after obtaining a written approval from the Licensor for the purpose of inspecting, running or maintaining the Charging Infrastructure.

10 NOTICES

All notices required to be served by the Licensor upon Licensee, and by Licensee upon the Licensor, under this Agreement, shall be in writing, and shall be deemed to be properly, sufficiently and effectually served if dispatched by e-mail, hand delivery, pre-paid registered post acknowledgement due or by courier, email to the following addresses of the Parties hereto:

If to the Licensor:

Address:

Attention:

Designation:

E-mail:

If to Licensee:

Address:

Attention:

Designation:

E-mail:

10.1 A Party may change the above address and other contact details provided by it by written notice to the other parties, which change shall be effective upon the earlier of (a) actual receipt; or (b) deemed receipt.

10.2 All notices, requests, demands or other communication under this Agreement shall be in English.

- 10.3 Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this clause 10 shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if
- a. Delivered by hand, when proof of delivery is obtained by the delivering Party;
 - b. Sent by registered post (postage prepaid) or established courier service, on receipt of acknowledgement; and
 - c. Given or made by electronic mail, upon a confirmation of transmission being recorded on the server of the Party sending the communication, unless such Party receives a message indicating failed delivery.

11 **RELATIONSHIP BETWEEN THE PARTIES:**

The Licensor shall be in the control and possession of the Facility , and it is understood and agreed that permission has been granted to Licensee only to set up, operate and install Charging Infrastructure for the purpose of providing EV charging facility from the EVCS and this permission shall not amount to nor is intended to create any license, lease, tenancy or sub-tenancy or any other right, title or interest in respect of any part of the Facility . Further, the permission granted hereunder for setting up, operating and installing the Charging Infrastructure as contemplated herein is granted only to the Licensee. It is the express intention of the Parties that this Agreement shall be a mere permission for use of the Facility and the Licensor shall always be deemed to be in possession thereof. The Licensee hereby specifically covenants with the Licensor that it only has the permission of the Licensor to set up, operate, and install the Charging Infrastructure as contemplated herein and that it shall not, at any time and under any circumstances claim any right, title or interest whatsoever including license, tenancy, lease, or possession in respect of the Facility or any other part of the facility at the Yamuna Expressway and this is the essence of this Agreement and the fundamental understanding between the Parties on which the permission to set up, operate and install the Charging Infrastructure has been granted.

12 **ASSIGNMENT:**

The Licensor shall be entitled to transfer or assign the rights and/or obligations under this Agreement in favour of any of any third party. However, Licensee shall not be entitled to assign its rights and/or obligations hereunder.

13 **DISPUTE RESOLUTION:**

In the event of any dispute and/or differences arising out of or in connection with or pursuant to this Agreement, the same shall be referred to and finally settled by arbitration conducted in accordance with the provisions of the

Arbitration and Conciliation Act, 1996 and any statutory re-enactment or modification thereof (“**Act**”) by reference to a sole arbitrator who shall be mutually appointed by the Parties. In the event the Parties fail to agree on a mutually acceptable sole arbitrator, the arbitrator shall be appointed in accordance with the provisions of the Act. All arbitration proceedings shall be conducted in English. The seat of arbitration shall be Noida. The award passed by the arbitral tribunal shall be (a) in writing; (b) a reasoned award; and (c) final and binding on the Parties. Except as provided above, the procedure for the arbitration shall be determined by the arbitral tribunal.

14 **JURISDICTION:**

This Agreement shall be construed and interpreted in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts at Gautam Buddh Nagar.

15 **PUBLICITY:**

- 15.1 To promote the PCS, the Licensor will permit Licensee to put signage at mutually agreed locations at the Facility. However, all costs related to installation and maintenance of the signage and municipal approvals in connection therewith shall be borne by Licensee alone.
- 15.2 The Parties shall be entitled to issue any press release and/or any public communication and/or any such communication and/or publication and/or organise and/or participate in any press conferences, to any third party regarding the activities carried out by Licensee from the Facility. Provided however that, the content and the medium of any press release, public communication, other communication, publication, or statement by either party shall be mutually agreed in writing prior to such releases / activities.

16 **MISCELLANEOUS:**

- 16.1 **Headings:** The headings herein are inserted only for convenience and shall not be used in the interpretation or control of any substantial content of any term hereof or the intents of the Parties.
- 16.2 **Whole Agreement:** This Agreement along with the Annexures hereto contains all the terms and conditions of the Agreement between the Parties and supersedes all other former writings between the Parties, if any.
- 16.3 **Variation:** No alteration, variation of or addition to this Agreement shall be of any force or effect unless it is in writing and signed by both the Parties.

- 16.4 **Validity:** The Parties declare respectively that, upon the execution hereof and to its knowledge, there is no provision in the existing laws or regulations which may materially restrict or bind its ability to perform its obligations hereunder.
- 16.5 **Severability:** The invalidity, illegality or unenforceability of any provision hereof shall not affect the validity, legality or enforceability of any other provisions hereof.
- 16.6 That the Parties to this Agreement, before executing this Agreement, have clearly understood their rights /duties /liabilities /responsibilities or obligations under each and all clauses of this Agreement.

IN WITNESS WHEREOF the Parties hereto have set their hands to these presents on the day, month and year first hereinabove written:

SIGNED AND DELIVERED

by the within named "**Licensor**"
through its authorized signatory _____
authorized vide Board Resolution passed at _____
meeting of the board of directors _____ -
on _____
in the presence of _____

SIGNED AND DELIVERED

by the within named "**LICENSEE**"

through its authorized signatory _____
authorized vide Board Resolution passed at _____
meeting of the board of directors _____
on _____
in the presence of _____