

2nd Call

for

Selection of Charge Point Developer for supply, installation, commissioning and maintenance of EV-Chargers with suitable Software to reserve / charging & payment of Charging Cost in Vijayawada City limits and its sub-urbans under 15th Finance Commission Grants.

Tender No: NREDCAP/EV/VJA/17-65/2022-23

Dated:07.12.2022



**New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.,
(NREDCAP)**

**Head Office:# 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road,
Tadepalli, Guntur District, Pin : 522 501**

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- a) The BID document is not transferable.
- b) This BID is issued by New & Renewable Energy Development Corporation of AP Ltd (NREDCAP).
- c) The Bid document is not a prospectus or offer on invitation to the public in relation to the sale of shares, debentures, or securities, nor shall this Bid document or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.
- d) In considering a response to this Request for Proposal (BID), each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.
- e) Whilst the information in this BID document has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither NREDCAP nor any of their officers or employees, nor any of their advisers nor consultants, accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this document or on which this document is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
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- g) This BID document, if includes certain statements, estimates, projections, designs, targets and

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forecasts with respect to the Project, such statements, estimates, projections, targets and forecasts, designs reflect various assumptions made by the management, officers and employees of NREDCAP, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this document is, or should be relied on as a promise, representation or warranty.

- h) NREDCAP reserves the right to modify, amend or supplement or cancel this BID document, without any prior notice or without assigning any reason.

1 Introduction and Background

Introduction

India is among the fastest growing countries in transportation sector with one of the lowest motorization rates in the world (22 cars per 1,000 people). From 2011 to 2020, India's domestic vehicle sale (2W, 3W, Passenger Vehicle, Commercial Vehicle) has grown at ~4% CAGR. Road transportation industry is among the highest consumers of natural gas and high-speed diesel in India. During FY19, only 12% of overall crude oil demand and 64% of natural gas demand was met from domestic production and balance was met through imports. The import dependency of India on crude oil has been increased from 84% in FY13 to 88% in FY19. International crude oil prices have had significant impact on India's current account balance because of imports. To avoid import dependency, India needs to move away from conventional vehicle technology.

Transportation, however, has contributed significantly to India's overall GHG emission also. During year 2016, transport sector contributed to 270.6 MT CO₂ of GHG emissions, third highest, only after power industry and industrial manufacturing. Within transportation, road transport has been the highest contributor to the GHG emission. India was ranked 5th in World's most polluted countries in 2019. 6 of the World's 10 most polluted cities were in India in 2019. Thus, adopting sustainable mode of transportation like use of Electric Vehicles (EVs) will be very much beneficial for India for a healthier environment and also saving import bills.

To promote and encourage people to adopt zero emission EVs, Central Government have launched several schemes to achieve sustainable transportation goals. Ministry of Power, Government of India, launched "GO ELECTRIC" Campaign with the objective of creating awareness among masses on benefits of adopting Electric Vehicles (EVs). This initiative is intended to encourage consumers to switch over to EVs thereby, reducing dependency of our country on imported fuel. The city administration shall have to play vital role for promotion of EV to extend the locations for development of Charging Infrastructure, incentives, campaign in creating awareness about E-Mobility.

Municipal Administration and Urban Development Department has issued proceedings for development of Charging Infrastructure in Vijayawada City limits and its suburban limits to make Vijayawada City as E-Mobility City.

Background

India is at the cusp of an e-mobility revolution. The Government of India is moving towards accelerated adoption of Electric Vehicles (EVs) by 2030 to cut down its carbon emissions.

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NREDCAP is the State Nodal Agency for implementation of all Renewable Energy Programs as well Electric Mobility in the State of Andhra Pradesh. Under E- mobility, NREDCAP is promoting various activities to promote adoption of E- Vehicles to conserve the petroleum products and to minimize the vehicular pollution. As per the E-Mobility policy of the Govt. of A.P. vide G.O.MS. No.74, dated 08.06.2018 of Industries and Commerce (P&I) Department targeted to phase out all fossil fuel based commercial fleets and logistics vehicles in top 4 cities by 2024 and all cities by 2030.

2 Definitions

Any capitalized term, used but not defined in this BID, shall have the meaning as prescribed to such term in the Agreement. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the CMVR Act 1989, Electricity Act 2003 and any other subsequent act, Regulations of the Appropriate Commission (Terms and Conditions, Grid Code or any other relevant electricity law, Ministry of Road Transport and Highways, AP Transport, CEA/ DISCOMs rules or regulations prevalent in India, as amended or re-enacted from time to time, in that order. Notifications, policies, guidelines as notified or amended from time to time)

Following terms used in the document will carry the meaning and interpretations as described below:

“Associate Company” shall mean in relation to another company, means a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company, as per Companies Act 2013. Significant influence shall mean control of at least twenty per cent of total share capital, or of business decisions under an agreement.

“Authorized Representative” shall mean the body authorized to carry out the Bidding process for the selection of the Successful Charge Point Developer(s). As per this BID, NREDCAP is the authorized Representative.

“Authorized Signatory” shall have the same meaning as assigned to in Clause 5.12 (d) of the bid.

“Average Annual Turnover” shall have the same meaning as per BID.

“Bank Guarantee” shall mean the guarantees required to be furnished by the Charge Point Developer in accordance with the provisions of Clause 5.11(b) of this BID.

“Bid” shall mean the Bid submitted by the Charge Point Developer in accordance with provisions comprising of Technical Bid and Financial Bid in response to this BID, in accordance with the terms and conditions thereof.

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“Bid Processing Fee” shall have the same meaning as per Clause 3.1(b) of this BID.

“Charge Point Developer” shall mean Bidding Company or a Bidding Firm submitting the Bid. Any reference to the Charge Point Developer includes Bidding Company /Bidding Firm.

“Bidding Company” shall refer to such single Company, registered under Companies Act 1956 or Companies Act, 2013 as applicable that has submitted the response in accordance with the provisions of this BID.

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this BID as specified in Clause 3.2 of the BID.

“Bid Parameter” shall have the same meaning as provided in this BID.

“Bid Validity” shall have the same meaning as provided in Clause 5.5 of this BID.

“Chartered Accountant” shall mean a person practicing in India or a Firm wherein all the partners practicing in India are Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

“Comprehensive Maintenance Contract Period or CMC Period” shall mean a period of 10 (Ten) years from the Date of Commissioning of last Charging Station. Year shall mean a period of 12 months from DOC.

“Company” shall mean a company incorporated under the Companies Act, 1956 or the Companies Act, 2013, as applicable.

“Contract Period” shall mean the period from the Effective Date till Expiry Date, in which the Agreement shall be valid.

“Conflict of Interest” A Charge Point Developer may be considered to be in Conflict of Interest with one or more Charge Point Developers in the same Bid process under this BID, if they have a relationship with each other, directly or indirectly through a common Company.

“Date of Commissioning (DOC)” shall mean the date on which the Charging Stations are declared to be operational.

“Effective Date” shall mean the date of execution of Agreement by the Parties to the Agreement.

“EMD” Earnest Money Deposit.

“Financial Bid” shall mean the documents and formats as specified in Clause 5.8 of this BID.

“Financial Eligibility Criteria” shall mean provisions of Clause 5.7 (e) of this BID.

“KW” shall mean Kilowatts.

“Letter of Award” or “LoA” shall mean the letter issued by the Authorized Representative to the

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Successful Charge Point Developer for award of the Project. LoA shall provide details including but not limited to Allocated Quantity, Cost of charger, Cost of power connection from DISCOM including deposits, Civil works, Canopy, Mobile App, Operation and maintenance for a period of 10 years.

“ICAT” shall refer to International Centre for Automotive Technology.

“ARAI”: Automotive Research Association of India

“CMVR”: Central Motor Vehicle Rules

“CEA”: Central Electricity Authority

“DISCOMs”: Power Distribution Companies

„APCPDCL”: Andhra Pradesh Central Power Distribution Company Limited

“Parent Company” shall mean a Company, which holds more than 50% equity shareholding either directly or indirectly in the Charge Point Developer.

“Performance Guarantee (PG)” shall mean the Bank Guarantee furnished by the Developer, to assure timely and satisfactory completion of a Project by the Developer as per the provisions of Agreement.

“Quoted Price” shall mean price quoted by the Charge Point Developer under Format VI of this BID that will be payable for supply, installation, commissioning and maintenance of EV-Chargers.

“Qualified Charge Point Developer” shall mean the Charge Point Developer (s) who, after evaluation of their Technical Bid(s) as per the BID meet the Qualification Requirements and hence stand qualified for opening and evaluation of their Financial Bid(s).

“Qualification Requirements” shall mean the Pre-qualification criteria, General Eligibility Criteria, Technical Eligibility Criteria and Financial Eligibility Criteria as specified as per BID.

Software as per the definition in bid document

“BID/BID Documents” shall mean the BID document issued by Authorized Representative with all attachments vide BID No. NREDCAP/EV/VJA/17-65/2022-23 Dated: 07.12.2022 for “Selection of Charge Point Developer for supply, installation, commissioning, and maintenance of EV-Chargers with suitable App to reserve / charging & payment of Charging Cost in Vijayawada City limits and its sub urbans under 15th Finance Grants”.

“Scheduled Date of Commissioning (SDOC)” shall mean the date which is 180 (One hundred and Eighty) days from the date of issue of LOA to the Charge Point Developer, on which date the Charge Point Developer is required to supply, installation, commissioning, and maintenance of EV-Chargers in accordance with the provisions of the Agreement.

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“Successful Charge Point Developer” shall mean the Charge Point Developer selected pursuant to this BID to supply, installation, commissioning, and maintenance of EV-Chargers for a period of 10 years as per the provisions of this BID.

“Technical Bid” shall mean the documents and formats as specified in Clause 5.7(d) of the BID to meet the Technical Eligibility Criteria.

“Technical Eligibility Criteria” shall mean provisions of Clause 5.7 (d) of this BID.

“Agreement” shall mean the Agreement signed with the Successful Charge Point Developer by New& Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP)

“Ultimate Parent Company” shall mean a Company, which owns more than fifty percent (50%) equity shareholding either directly or indirectly in the Parent Company.

“Validity of LoA” shall be valid for a period of 6 months from date of issue of LoA.

Bid information and instructions to Charge Point Developers

Obtaining BID document & Bid Processing Fees

- a) All those interested in the BID can download the BID from the website <https://tender.apeprocurement.gov.in>. All information related to submission of response to this BID and the Bid shall be available at the afore mentioned website.
- b) Prospective Charge Point Developers interested in participating in the Bid process are required to submit their Bids in response to this BID document along with a non- refundable Bid Processing Fee of Rs. 25,000/- plus 18% GST.
- c) Charge Point Developers shall provide the above non-refundable Bid Processing Fee in the form of DD payable in favor of “NREDCAP” payable at Tadepalli, Guntur district. Any Charge Point Developer will be eligible to participate in the Bid process only upon submission of Bid Processing Fee at the address of the Authorized Representative as per the timelines specified in the BID.
- d) Notwithstanding anything to the contrary contained in this BID, the Authorized Representative shall open the Technical Bid of the Charge Point Developer, only upon receipt of the above non-refundable Bid Processing Fee, along with the Covering Letter as per Format –I within the timelines mentioned in Clause 3.2 of the BID. Charge Point Developers shall also upload scanned copies of the original EMD and the DD towards Bid Processing Fee on the e - procurement platform under the PQ Check.

Timelines for Bid process

The Charge Point Developers shall submit their Bids based on the conditions specified in this BID document. The last date for submission of Bids i.e., Bid Deadline is given in the table below. No Bid shall be accepted beyond the Bid Deadline.

Table 1: Timelines of bid process

S. No.	Event	Schedule
1	Date of issue of BID Document	07.12.2022 17:00 Hours
2	Bid Document Download Start Date	07.12.2022 19:00 Hours
3	Deadline for submission of queries (NREDCAP will not respond to queries received after the deadline)	13.12.2022 before 15:00 hours Email: gmtech@nredcap.in ; ev@nredcap.in
4	Pre-bid meeting (Venue and time shall be intimated through NREDCAP website. Charge Point Developers shall keep a close watch on the website for any updates pertaining to this tender)	14.12.2022 at 15:00 Hours
5	Bid document download end date	20.12.2022 before 13:00 Hours
6	Bid Deadline i.e. Last Date and Time for uploading Bid on the e-procurement website	20.12.2022 before 15: 00 Hours
7	Deadline for submission of hard copies of Bid	21.12.2022 at 11:00 Hours
8	Prequalification check	23.12.2022 at 17:00 Hours
9	Financial bid opening date	26.12.2022 at 17:00 Hours
10	Technical bid opening date	27.12.2022 at 17:00 Hours
12	Procedure for Bid submission	<p>The Charge Point Developer shall submit his response through Bid submission to the tender on e-Procurement platform https://tender.apecurement.gov.in by following the procedure.</p> <p>The Charge Point Developer would be required to register on the e-procurement market Place https://tender.apecurement.gov.in and submit their Bids online. Offline Bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement platform.</p>
13	Bid Processing Fee	Non-refundable fee of INR 25,000 plus 18%

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		GST for bidding in form of demand draft in favor of NREDCAP payable at Tadepalli, Guntur district. The copy of DD shall be uploaded, and the original DD shall be furnished along with Hard copy/RTGS etc., Bid processing fee is payable by all Charge Point Developers submitting Bid in response to this BID.
14	EMD in the form of DD/ Online Transfer or BG	Rs. 3,00,000/- (Rupees Three Lakhs Thousand Only)
15	Transaction Fee through online portal https://tender.apecurement.gov.in towards e-procurement fund to be administered by APTS limited	Rs. 10,000 + GST 18%
16	Performance Guaranty to be submitted by successful Charge Point Developer by way of DD/BG	Rs. 5,00,000/- (Rupees Five Lakhs Only)
17	Issue of LoA to Successful Charge Point Developers	Within 15 days from date of opening of Financial Bids.
18	Validity of LoA	6 Months from issue of LoA.
19	Signing of Agreement	Within 15 days from date of Issue of LoA to Successful Charge Point Developers in accordance with this BID
20	Other information	Charge Point Developers shall contact Vupadhi Techno Services for all queries related to Bid submission on the e-Procurement platform Contact Details: HELP DESK of Vupadhi Techno Services, M/s Vupadhi Techno Services, Near Aravinda School, Kunchanapalli, Tadepalli (M), Guntur (Dist) - 522501. Andhra Pradesh. Phone : +91 8645-246370 / 71 / 72 / 73 / 74

NREDCAP reserves the right to change the above Bid process timelines. However, the Authorized Representative shall notify prospective Charge Point Developers through email/ notification on website (www.nredcap.in/) e-Procurement platform regarding changes to the above timelines.

4. Information pertaining to Bid submission via e-Procurement platform

Please visit <https://tender.apecurement.gov.in> for details regarding online submission of the BID. Charge Point Developers are required to procure a Digital Signature Certificate (DSC) from any Certifying Authorities (CA) in India from the list mentioned in the below URL:

<https://tender.apecurement.gov.in/Digital Certificate/signature.html>

The DSC is mandatory for participation in e-Procurement process. The Bids can be submitted only upon logging-in with the DSC in the e-Procurement portal. The Charge Point Developer would be required to register on the e-Procurement market place www.apecurement.gov.in or <https://tender.apecurement.gov.in> and submit their Bids online. Offline Bids shall not be entertained for the tenders published in the e-Procurement platform.

The Charge Point Developers shall submit their eligibility and qualification details, technical bid, financial bid etc., in the standard formats displayed in e-Procurement web site. The Charge Point Developers shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/Technical Bids and other certificate/documents in the e-Procurement web site. The Charge Point Developer shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

5. Project Scope

New and Renewable Energy Development Corporation of A.P. Ltd. (NREDCAP) intended to select Charge Point Operator to undertake the following works:

- a) The selected Charge Point Developer may extensively survey the locations belonging to Vijayawada Municipal Corporation and other Government & Private locations to develop the Charging Infrastructures to install the following Capacity Charging Equipment
 - b) AC 3.3 KW Capacity Chargers with one gun suitable to charge Electric Vehicles shall be installed as per the standards and specifications of MoP and cost is including Canopy, civil works, power connections etc – 100 Nos
 - c) DC 30 KW Capacity Chargers with one gun suitable to charge Electric Vehicles shall be Installed as per the standards and specifications of MoP and cost is including Canopy, civil works, power connections etc -4 No
 - d) DC 60 KW Capacity Chargers with two guns suitable to charge Electric Vehicles shall be installed as per the standards and specifications of MoP and cost is including Canopy, civil works, power connections etc – 1 Nos
- All the above equipment shall be maintained for a period of 10 years. Maintenance amount will be paid on revenue sharing basis.

Interested Charge Point Developers fulfilling the eligibility criteria shall submit in **three separate zip folders for Pre-qualification Bid, Technical Bid and Commercial Bid as per the formats and are**

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to be uploaded on or before 15:00 PM on 20.12.2022 and hard copies are to be submitted on or before 21.12.2022 before 11: 00 Hours **including Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Rupees Three Lakh Only)** and relevant processing fee in the form of DD/RTGS from any national bank drawn in favor of NREDCAP. Documents shall be submitted in sealed cover super scribed with **“Tender for Selection of Charge Point Developer for supply, installation, commissioning, and maintenance of EV-Chargers with suitable App to reserve / charging & payment of Charging Cost in Vijayawada City limits and its sub urbans under 15th Finance Grants”** to New and Renewable Energy Development Corporation of A.P Ltd (NREDCAP), 12-464/5/1, River Oaks Apartments, CSR Kalyana Mandapam Road, Tadepalli, Guntur District- 522 501.

Public Charging Infrastructure – Mandates

- The PCS shall be supplied as per the standards and specifications of MoP/CEA/DISCOM and install and operate with necessary civil works and canopy. The CPD shall arrange insurance against all risks such as theft/fire etc.,
- PCS should be made operational only after requisite clearances are obtained as per CEA Regulations 2019, and subsequent amendments Tie up with at least one online network service provider to enable advance remote/online booking of charging slots by EV owners
- The failure to operationalize the mandates will lead to weekly penalty at the rate of INR 15,000/- for each site up to maximum of INR 1,50,000/- per site
- All charging points/chargers should have been type tested by an agency / lab accredited by NABL from time to time

a) Charging station must support the following functionalities for EV users:

- Location of charging station (Address of the charging station along with the GPS coordinates)
- Charging station operating hours
- Type of chargers (Slow / Moderate / Fast)
- Availability of slots at charging station (Whether the EVSE is connected to an EV or not)
- Waiting time and option for booking a slot in case of congestion (Whether the charger is available or booked for particular slots)
- Cost to the consumer for all types of chargers
- Authentication methods available (at least two methods: app-based and RFID cards)
- Option to lodge a complaint for non-functioning charging station/charger
- Payment methods available

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- The EV user must be able to access these services through a mobile application (which will be developed by BEE in due course of time), including the ability to make payment through the mobile application.

b) Communication Requirements:

Digital Communication between the EVSE and the EV-User:

For AC/DC charging, the digital communication as described in IEC 61851-24 must be provided to allow the EV to control the EV supply equipment

Digital Communication between the EVSE and the Charger Management System:

- The communication between any charger and the charger management system of the CPD must mandatorily use the communication protocol Open Charge Point Protocol (OCPP) – version 1.6 or higher, compatible with OCPP 1.6 or IEC 61850-90-8. The interface between the charger and successful CPD/s must be reliable internet connectivity (Ethernet, 3G/4G) and certificate from competent authority shall be submitted.
- 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. and certificate from competent authority shall be submitted.
- Digital Communication between the Charger Management System and the DISCOM- The communication between EVSE and DISCOM shall be Open Smart Charging Protocol (OSCP) or (Open ADR + IEEE 2030.5) or IEC 61850-90-8 protocol or higher version of these protocols. The Agency must have provision for the data to be made available for the DISCOM or any agency as and when notified by NREDCAP.

Digital Communication between different Charging Stations:

- The Agency shall make provision for communication with other Charging Stations if required or as and when notified by NREDCAP/ Related Govt. Department, The communication between the two Charging Stations shall be either Open Charge Point Interface (OCPI) 2.1 protocol or Open Clearing House Protocol (OCHP) direct 0.2 or higher version of these protocols as and when released.

c) The CPD must make provision that the following information would be made available to its respective DISCOM on a regular basis as agreed upon by NREDCAP:

- Peak hours of EV charging
- Real-time power consumption from charging from each charge point (using smart meters)
- Session - Start & Stop for each charger (Timings & Duration)

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- Instantaneous current flow to EV
- Instantaneous AC RMS supply voltage
- Instantaneous active power imported by EV (W or kW)
- Instantaneous reactive power imported by EV (VAR or KVAR)
- Instantaneous power factor of total energy flow
- Charger ID
- Location (GPS coordinates)
- Emergency Stop (along with reasons), if any
- Frequency of any voltage fluctuation issue
- Tariff charged from consumer

Information to be submitted to open Database:

The CPD must make provision that the following information would be made available to the open data base managed by NREDCAP.

Station level data:

- Name of the charging station
- Location (latitude, longitude)
- Operator name and contact details
- Modes of payment accepted
- Advance booking availability with available slots
- Operating hours and days
- Operating status (operational or non-operational)

Charging unit level data

- Charging unit ID
- Type of charging gun along with quantity of each and the capacity of each charging gun
- Operating status (Connected or Available or Out of Service)
- Maintenance alerts
- Usage statistics- timestamps of charging usage
- Power consumption- Separately for each charging point

Safety Norms

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:

- Safety provisions for charging stations, CEA (Technical Standards for Connectivity of Distributed Generation Sources) Regulations, 2019
- CPD 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
- All safety standards must be followed as mentioned in CEA guidelines dated 28 June 2019 and subsequent amendment's Protection against the overload of the charging supply and incoming supply fittings must be provided
- The CPD must ensure that the licensed 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

Billing and payment requirements

a) 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 CPD for other associated purposes such as office of EV Charging station, public amenities, consumption of other equipment etc.

b) Billing

- Billing must be as per service charge – finalized/approved by NREDCAP.
- The EV user must be provided with a bill stating the cost distribution & electricity consumption with charging time.

c) Payment

- BHIM, UPI, NFC, RFID and mobile wallet/mobile app based compliant mobile application payment.

Bid Validity period and Extension of Proposal Validity period

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, NREDCAP may request the Charge Point Developers to extend the period of validity for a specified additional period. The request and the Charge Point Developers' responses shall be made in writing. NREDCAP reserves the right to reject the Proposal submitted by any Charge Point Developer who fails to extend the period of validity of its Proposal in line with the

provisions of this clause.

The Bid Validity Period of the Successful Charge Point Developer shall be automatically extended till the date on which the Agreement is signed and is in force.

Qualification Requirements

Evaluation of Bids will be based on meeting the Prequalification (PQ) check, Eligibility Criteria comprising of General Eligibility Criteria, Technical Eligibility Criteria and Financial Eligibility Criteria. Any Charge Point Developer who meets the Qualification Requirements stated herein shall be declared as “Qualified Charge Point Developer” for the purpose of evaluation under this BID.

Eligibility Criteria

a) Prequalification Check (Mandatory for all the Charge Point Developers)

- i. Covering Letter corresponding to Prequalification Bid as per Format I of this BID.
- ii. Legible scanned copies of EMD and Bid Processing Fee shall be uploaded in accordance with this BID and as per timelines specified in the BID.

Following are the eligibility criteria comprising of Technical Eligibility Criteria and Financial Eligibility Criteria.

b) General Criteria

- i. Any Charge Point Developer including its Associate Company /Parent Company/ Ultimate Parent Company cannot submit more than one Bid under this BID.”
- ii. Charge Point Developer can use the technical strength of its Associate Company /Parent Company/ Ultimate Parent Company to fulfill the Technical Eligibility criteria mentioned. In such case, Charge Point Developers shall submit a certificate of relationship of Associate Company/Parent Company/ Ultimate Parent Company with the Bidding Company as per Format. Company Secretary Certificate towards such shareholding pattern along with a Board resolution shall be submitted.
- iii. Foreign companies are not eligible to participate in this Bid process.
- iv. Charge Point Developers in Conflict of Interest with one another shall be liable for disqualification/rejection under the sole discretion of the Authorized Representative. Charge Point Developer shall make relevant disclosures.
- v. The Charge Point Developer should have minimum Net worth of Rs. 1 Crore. The Charge Point Developer shall have the prescribed Net Worth for the year 2021-22 (or) the Charge Point Developer shall submit the latest Solvency Certificate of the credit facilities from the bankers for a minimum amount of Rs. 2 Crores. The computation of **Net Worth** shall be based on unconsolidated audited annual accounts of the company. The company would be required to submit annual audited accounts for the financial

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year 2019-20,2020-21and 2021-22 along with a certificate from the Chartered Accountant to demonstrate the fulfillment of the criteria.

Net Worth	:	Paid share capital
Add	:	Reserves
Subtract	:	Revaluation Reserves
Subtract	:	Intangible Assets
Subtract	:	Miscellaneous Expenditures to the extent not Written off and carry forward losses.

The Charge Point Developer should be a Public limited company or Private limited company or Consortium. The company /companies should be registered in India. The term „Charge Point Developer“ used hereinafter would therefore apply to both a single Charge Point Developer and/ or the Consortium.

The Bid submitted by a Consortium should comply with the following additional requirements failing which shall result in disqualification.

- Number of members in a Consortium should be limited to three (3).
- The Bid should contain the information required for each member of the Consortium
- Each Consortium must nominate a lead member/prime Charge Point Developer of the Consortium and must submit the Power of Attorney by all members of the Consortium in favor of the lead member/prime Charge Point Developer.
- Any Company applying as a sole Charge Point Developer cannot at the same time be member of any Consortium applying for this Project. Further, a member of a particular Consortium cannot be member of any other Consortium applying for this Project. Any Charge Point Developer who submits or participates in more than one Bid for this Project will be disqualified and will also lead to disqualification of the Consortium of which it is a member.
- Members of the Consortium shall enter into a Memorandum of Understanding (MoU) specific to this Project which shall be submitted with the Tender document. The MoU shall, inter alia:
 - Convey the intent to form a Consortium, with commitments in accordance with the Tender Document, which would enter into the Project Agreement and subsequently carryout all the responsibilities as Implementing Agency in terms of the Project Agreement, in case the Project is awarded to the Consortium.

- Clearly outline the proposed roles and responsibilities of each member at each stage.

The members of the Consortium shall be jointly liable for the execution of the Project in accordance with the terms of the tender document; however, NREDCAP will interact with lead member who shall own all liability and responsibility on behalf of consortium.

The Consortium as a whole must be a sound entity both technically and financially.

The change in composition of the Consortium (i.e. Insertion or deletion of new/existing members) will not be allowed after the submission of the Bid.

c. Memorandum Of Understanding Of Consortium Partners:

Members of the Consortium shall submit a Memorandum of Understanding (MoU) for the purpose of submitting the Proposal. The Memorandum of Understanding (MoU) shall be furnished on a non-judicial stamp paper of Rs. 100/-, duly attested by notary public.

The MoU shall, inter alia:

Convey the intent to form a Special Purpose Vehicle with shareholding commitment(s) explicitly stated.

The MoU shall communicate the willingness of the Consortium to subsequently carry out all the responsibilities as in terms of the Agreement, in case the Project is awarded to the Consortium.

Clearly outline the proposed roles and responsibilities of each member at each stage.

Clearly state those members of the Consortium shall be liable jointly for the execution of the Project in accordance with the terms of the Agreement and a statement to this effect shall be included in the MoU.

Should be accompanied by the Board Resolutions (in case of corporate members) and/or undertakings (in case of individual members) of the Consortium, giving authority/undertaking to enter into an MoU with other members for undertaking the Project and, if successful, to participate and undertake the Project and in case of corporate members nominating and authorizing an authorized representative of the member to sign and enter into the MoU and execute Power of Attorneys for the Project.

Should be accompanied by a certified true copy of the Memorandum and Articles of Association (in case of corporate members) and registration number/PAN/TAN/GST.

A copy of the MoU duly notarized, should be submitted along with the Proposal.

The MoU entered into among the members of the Consortium should be specific to this Project

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and should contain the above requirements failing which; the Application shall be rejected as non-responsive. The MoU should be governed by the laws, rules and regulations of India and should be subject to jurisdiction of Indian Courts only.

The Proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the Consortium.

All witnesses and sureties shall be persons of status and probity and their full names, addresses and telephone numbers/mobile numbers shall be stated below their signature.

d. Technical Eligibility Criteria

- i. The OEM or Dealer should have supplied a minimum of 200 KW capacity EV-Chargers during the last three years
- ii. The OEM or Dealer should have experience in installation, commissioning and operation of EV-Chargers in 25 locations
- iii. Interested bidder shall submit in the prescribed format duly certified by practicing Chartered Accountant.

e. Financial Eligibility Criteria for Open Category

- i. Cumulative Turnover during last 3 years, FY 2019-20, FY 2020-21, FY 2021-22 shall be at least INR 100 Lakhs in the field of Energy Storage/ EV Charging or any other related activities to EV Segment with or without JV
- ii. Copies of audited financial statements along with a certificate from Chartered Accountant/Statutory Auditor, as applicable, confirming the Cumulative Turnover. Provisional financial statements certified by chartered accountant shall be furnished. For Bidding Firms, copies of Income Tax returns with full details of turnover should be furnished along with a certificate from the CA confirming the Cumulative Annual Turnover and net worth
- iii. Interested bidder shall submit in the prescribed format duly certified by practicing Chartered Accountant.

Financial Bid

Cost of Equipment including supply, installation, commissioning, maintenance, canopy and civil works , insurance and suitable APP for capacity wise as per format,

- a. AC-3.3 KW Capacity Chargers with all necessary accessories like sockets etc., to suit for charging 2W&3W Vehicles – 100 Nos
- b. DC-30 KW Capacity Chargers with all necessary accessories like sockets etc., to suit for charging E-Vehicles -4 Nos
- c. DC-60 KW Capacity Chargers with all necessary accessories like sockets etc., to suit for charging E- Vehicles- 1 No

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Evaluation of Bids

Prior to detailed evaluation of qualification requirements, NREDCAP will determine whether each bidder is substantially responsive to the requirements of the qualification document. For the purpose of these processes, a substantially responsive qualification is one which conforms to all the terms, conditions and requirements of the qualification documents without material deviation. The bidder may note the following evaluation criteria for the purpose of determining successful bidder. Please note that the NREDCAP is no obligation to award the contract after determining such successful bidder. NREDCAP is having right to reject any or all offers received or cancel the tender itself.

Scoring Methodology:

The method of selection of bidder will be through Quality and Cost Based Selection (QCBS) process. The Bidders will be awarded the marks as per the criteria mentioned below:

Sl. No.	Criteria	Points
	Technical & Financial Criteria	
A.	Experience (10 points)	
I	Less than 3 years	5
Ii	3 years and above	10
B	Average Annual Financial Turnover (10 points)	
Iii	Less than 1 Crore	5
Iv	Rs.1 Crore and above	10
C	Experience in EV Charging Stations Operation and Maintenance(10 marks)	
I	Less than 25 Chargers	5
Ii	25 & above 25 Chargers	10
D	Experience in EV Charging stations Manufacturing and Supply (10 Marks)	
i	Less than 200KW	5
ii	200 KW & above 200KW	10
E	EV-Charging APP Rating (10 Marks)	
i	APP rating below 4 points	5
ii	APP rating above 4 points	10
F	Lowest Cost of Supply of EV-Chargers	30
i	Lowest Cost of Revenue sharing amount towards operation and maintenance, software and payment gateway charges	20

Earnest Money Deposit (EMD) and Performance Guarantees (PG)

- a) **Earnest Model Deposit:** Earnest Money Deposit (EMD) shall be INR 3,00,000 (Three Lakhs) . EMD shall be in the form of a DD in favor of “NREDCAP” payable at Tadepalli, Guntur district or a Bank Guarantee with a validity of 180 days according to Format VIII, shall be submitted by the Charge Point Developer along with the Bid, failing which the Bid shall be summarily rejected. The copy of the DD or Bank Guarantee shall be uploaded in <https://tender.apeprocurement.gov.in> and the original DD or Bank Guarantee shall be furnished to NREDCAP before closing date, failing which the bid shall be summarily rejected.
- b) **Performance Guarantee (PG):** Successful Charge Point Developers, selected by the NREDCAP shall submit Performance Guarantees as per below:
Successful Charge Point Developers selected shall be issued LoA and invited to sign Agreement.
Agreement by NREDCAP and Developer will be signed only on submission of such required Performance Guarantee.
Performance Guarantee of a value equal to Rs. 5,00,000/- (Five Lakhs Only) against NREDCAP investment in the form of bank guarantee for supply, installation, commissioning and maintenance of EV-Chargers Validity of the Performance Guarantee
The effective date till 10 years from date of LOA and successful completion of operational period. The EMD submitted will be returned against the receipt performance guarantee Bank Guarantee (Rs. 5,00,000/-).
- c) Liquidated Damages shall be payable by Developer equivalent to 1% of value of allocated Charging Stations not commissioned corresponding to each week subject to maximum of 4 weeks of delay.
- d) In case, the Charging Stations are not commissioned even after 4 weeks from the scheduled date or extended date, the bank guarantee will be revoked.
- e) The format of the Bank Guarantee prescribed in the BID shall be strictly adhered to and any deviation from the above formats may result in rejection of the Bid. The Charge Point Developer shall submit EMD for Rs. 3,00,000/- in the form of bank guarantee or demand draft/RTGS/NEFT
- f) The Charge Point Developers declared as successful Charge Point Developer based on this BID are required to execute Agreement with NREDCAP within Fifteen (15) days of the issue of LoA. If the Successful Charge Point Developers fail to execute the Agreement and/or fail to furnish the required Performance Guarantee within the stipulated period, then the amount submitted towards EMD shall be forfeited by Authorized Representative.
- g) The Bank Guarantees shall be executed on non-judicial stamp paper of appropriate value as

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per Stamp Act relevant to the place of execution. The Bank Guarantees have to be in the name of the Bidding Company/Bidding Firm.

- h) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Charge Point Developers.
- i) NREDCAP shall release the EMD of the unsuccessful Charge Point Developers withinten (10) days of issuing Letter of Award (LoA) to the Successful Charge Point Developers.

Payment Terms

- a) The successful bidder shall submit the invoice in the name of VC& Managing Director, NREDCAP in triplicate along with the following documents duly certification from the concern District Managers with details,
 - i. Copy of insurance for the charging equipment against theft, fire etc.,
 - ii. Photo of the Charging Station
 - iii. Software and payment gateway details with cyber security pre audit.
 - iv. Copy of signed agreement with landowner.,
 - v. ARAI/ICAT/any other designated lab certificates for the charging equipment.
 - vi. Manufacturing undertaking, guarantee/warranty certificates/ SLA Agreement for a period of 10 years.
- b) Upon successful establishment of charging stations with payment gateway software integration with NREDCAP Charging Infrastructure account, 70 % value of NREDCAP of quoted cost will be released. Balance 30% will be released after completion of 30 days of successful running of Charging Stations. The amount will be released duly deducting applicable taxes and NREDCAP service charges @ 3.54 % including GST if any.
- c) The successful bidder shall be responsible for submitting original invoice to the NREDCAP office by Registered Post or by hand.
- d) Authorized Signatory of the Charge Point Developer:
 - i. In case of a Bid submitted by Bidding Company, the Bidding Company should designate one person to represent the Bidding Company in its dealings with the NREDCAP. The person should be authorized to perform all tasks including, but not limited to providing information, responding to queries, signing of Bid. Power of Attorney in accordance with Format III of the BID shall be issued in favor of such person and such person shall be the Authorized Signatory of the Charge Point Developer for the purpose of this Bid process. The Bidding Company should submit, along with the bid, a Board Resolution, authorizing the signatory of the bid.
 - ii. Board Resolution duly certified by the Company Secretary or the Director of the relevant Charge Point Developer

Clarifications/Pre-Bid meeting/ Enquires/ Amendments

Clarifications / Doubts, if any, on BID document shall be e-mailed to gmtech@nredcap.in (or) ev@nredcap.in. Charge Point Developers are requested to remain updated with the website www.nredcap.in. If necessary, amendments shall be issued by Authorized Representative which will be notified in the e-Procurement website/NREDCAP official website www.nredcap.in. No separate reply/intimation will be given for the above, elsewhere.

Fraudulent and Corrupt Practices

- a) The Charge Point Developers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the LoA. Notwithstanding anything to the contrary contained herein, or in the LoA, the Authorized Representative shall reject a Bid, withdraw the LoA, as the case may be, without being liable in any manner whatsoever to the Charge Point Developer, if it determines that the Charge Point Developer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Authorized Representative shall forfeit the EMD, without prejudice to any other right or remedy that may be available to the Authorized Representative hereunder or otherwise.
- b) Without prejudice to the rights of the Authorized Representative and the rights and remedies which the Authorized Representative may have under the LoA, if a Charge Point Developer is found by the Authorized Representative to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of the LoA or after signing of Agreement, such Charge Point Developer shall be blacklisted and shall not be eligible to participate in any tender or BID issued by the Authorized Representative, during a period of three (3) years from the date such Charge Point Developer is found by the Authorized Representative to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) The following terms shall have the meaning hereinafter respectively assigned to them:
 - i. **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authorized Representative who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires

from or otherwise ceases to be in the service of the Authorized Representative, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LoA or after signing of the Agreement, as the case may be, any person in respect of any matter relating to the project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authorized Representative in relation to any matter concerning the Project;

- ii. **“Fraudulent Practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process.
- iii. **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bid process.
- iv. **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authorized Representative with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and
- v. **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Charge Point Developers with the objective of restricting or manipulating a full and fair competition in the Bid process.

Other Provisions

Power to Remove Difficulties

If any difficulty arises in giving effect to any provision of the BID guidelines or interpretation of the BID guidelines or there is a requirement to modify the BID guidelines for better implementation, the matter may be considered by the Authorized Representative for this purpose and its decision will be final.

Indemnity

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

6. Formats

Formats for Bid Submission

The following formats are required to be submitted as part of the BID. These formats are designed to demonstrate the Charge Point Developer's compliance with the Qualification Requirements set forth and other submission requirements specified in the BID.

- i. Format for prequalification check (Format I)
- ii. Format of Covering Letter (Format II)
- iii. Format for Power of Attorney to be provided by Bidding Company in favor of Authorized signatory (Format III)
- iv. Format for Technical Eligibility Criteria (Format IV)
- v. Format for Financial Eligibility Criteria (Format V)
- vi. Formats for submission of Financial Bid (Formats VI)
- vii. Format for Certificate of Relationship (Format VII)
- viii. Format for Bank Guarantee (Format VIII)
- ix. Declaration regarding "Restrictions on procurement from a Charge Point Developer of a country which shares a land border with India" (Format- IX)
- x. CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT (Format- X)
- xi. Litigation History (Format- XI)

The Charge Point Developer may use additional sheets to submit the information for detailed response.

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Format-I: Covering Letter for Pre-Qualification Check

(The covering letter should be on the Letter Head of the Bidding Company/ Bidding Firm)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company/Bidding Firm)

Telephone Number:

Fax:

E-mail address:

To

The VC & Managing Director, NREDCAP12-464/5/1, River Oaks Apartments,
CSR Kalyana Mandapam Road, Tadepalli, Guntur District -522 501,

Sub: Response to BID No _____ dated [Insert date in dd/mm/yyyy for supply, installation,
commissioning and maintenance of EV-Chargers with suitable App

Dear Sir,

I/We, the undersigned.....[insert name of the 'Charge Point Developer'] having read, examined and understood in detail the BID including Qualification Requirements in particular, terms and conditions of the Agreement, hereby submit my/our Bid in response to BID.

I/We have uploaded scanned copies of the following original documents on the website specified by the Authorized Representative, and I/We are hereby submitting the following original documents as specified.

Table A: Details pertaining to EMD

S No	EMD through BG			EMD through DD		
	BG Value in INR	Ref No.	Validity Date	DD Amount	DD No.	DD Date
1						

Table B: Details pertaining to Bid Processing Fee

S No	DD Amount	DD No.	DD Date

I/We, undertake to bid for supply, installation, commissioning and maintenance of EV-Chargers with suitable App are enclosed for which EMD mentioned above, of relevant amount in accordance with provisions under BID.

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Signatory as per **Clause 5.7(d)**).

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Format-II: Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company/Bidding Firm)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company/Bidding

Firm) Telephone Number: _____

Fax: _____

E-mail address: _____

To

The VC & Managing Director, NREDCAP12-464/5/1, River Oaks Apartments,
CSR Kalyana Mandapam Road, Tadepalli, Guntur District -522 501,

Sub: Response to **BID No** _____ dated _____ [Insert
date in dd/mm/yyyy] for supply, installation, commissioning and maintenance of EV-
Chargers with suitable App

Dear Sir,

I/We, the undersigned [insert name of the 'Charge Point Developer'] having read, examined, and understood in detail the BID including Qualification Requirements in particular, terms and conditions of the Agreement hereby submit my/our Bid in response to BID. I/We are submitting our Bid for for supply, installation, commissioning and maintenance of EV-Chargers with suitable App mentioned in Format – I submitted as part of the Bid.

1. I/We give my/our unconditional acceptance to the BID, dated
[Insert date in dd/mm/yyyy], standard Agreement attached thereto, issued by Authorized Representative. In token of my/our acceptance to the BID, Agreement along with the amendments and clarifications issued by Authorized Representative, the same have been initialed by me/us and enclosed with the response to BID. I/We shall ensure that the Agreement is executed as per the provisions of the BID, provisions of Agreement shall be binding on me/us. Further, I/we confirm that the Chargers shall be installed and commissioned within the timelines specified in this BID.
2. I/We have submitted our response to BID strictly as per provisions of this BID, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
3. I/We hereby declare that I/We are participating in this Bid process.
4. I/We hereby declared that we have read and understood the BID and the hard copy of the initialed BID shall be submitted upon finalization as Successful Charge Point Developer.
5. I/We hereby unconditionally and irrevocably agree and accept that the decision made by Authorized Representative in respect of any matter regarding or arising out of the BID shall be

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binding on me/us. I/We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

6. I/We hereby undertake that we will comply to the technical specifications of the Chargers as detailed in Annexure-A of this BID.
7. I/we hereby declare that we are not in Conflict of Interest with any other Charge Point Developer in this Bid process, and we have submitted only one Bid in response to this BID and are not participating under any other Bid in this BID. I/we hereby declare that we are in compliance with provisions of the BID
8. I/We hereby undertake that the components/items to be supplied for installation of the system shall be as per the component/items indicated in the Test Certificate of the authorized test centers under CMVR
9. Familiarity with Relevant Indian Laws & Regulations:

I/We confirm that I/we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to BID, and execute the Agreement, in the event of my/our selection as Successful Charge Point Developer.
10. I/We are enclosing herewith my/our response to the BID with formats duly signed as desired by you in the BID for your consideration.
11. It is confirmed that my/our response to the BID is consistent with all the requirements of submission as stated in the BID and subsequent communications from Authorized Representative.
12. The information submitted in our response to the BID is correct to the best of my/our knowledge and understanding. I/We would be solely responsible for any errors or omissions in my/our response to the BID.
13. I/We confirm that all the terms and conditions of our Bid are valid up to (Insert date as per table 1 of the BID). The validity of my/our Bid will be as per table 1 of this BID.
14. I/We (in case of a Company) confirm that the Power of Attorney has been issued to the Authorized Signatory of this Bid pursuant to the Board Resolution
..... *[Insert date in dd/mm/yyyy]*
15. I/We confirm that I/We have the necessary execution capacity to implement and execute the Electric Vehicle Charging infrastructures allocated to us pursuant to our finalization as Successful Charge Point Developer after implementation of the allocation process

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16. Contact Person:

Details of the representative to be contacted by Authorized Representative are furnished as

under:Name :
Designation :
Company <if applicable>:Address :
Phone No. :
Mobile No. :
Fax No. :
E-mail address :
Alternate Email address :

17. I/We have neither made any statement nor provided any information in this Bid, which to the best of my/our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in my/our Bid are true and accurate. In case this is found to be incorrect after my/our selection as Successful Charge Point Developer, I/we agree that the same would be treated as the Charge Point Developer's event of default under Agreement and consequent provisions of Agreement shall apply.

Dated the _____ day of _____ 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Signatory)

Format-III: Format for Power of Attorney

(To be provided by the Bidding Company in favour of the Authorized Signatory of the Bidding Company)

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s... having its registered office at having agreed to appoint Mr/Ms....., having his/her address at.....and appointed asat the Bidding Company, as the Authorized Signatory, do hereby constitute, nominate and appoint Mr/Ms.....

as our duly constituted lawful Attorney (hereinafter called as Authorized Signatory) to exercise all or any of the powers for and on behalf of the Bidding Company in regard to submission of the response to BID No We also authorize the said Authorized Signatory to undertake the following acts:

- i. To submit on Bidding Company, the response to BID.
- ii. To do any other act or submit any information and documents related to the above response to BID.

It is expressly understood that in the event of the Bidding Company being selected as Successful Charge Point Developer, this Power of Attorney shall remain valid, binding, and irrevocable until the Bidding Company achieves execution of Agreement.

We as the Directors of the Bidding Company agree and undertake to ratify and confirm all whatsoever the said Attorney/Authorized Signatory has done on behalf of the Bidding Company pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s....., as the Director of the Bidding Company have executed these presents on this... Day ofunder the Common Seal of our Company.

For and on behalf of Bidding Company M/s.....

(Signature of person authorized by the board)

(Name Designation Place: Date:)

Accepted

(Signature, Name, Designation and Address of the Authorized Signatory)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: Date:

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

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Format- IV: Format for Technical Eligibility Criteria

To,

**The VC & Managing Director, NREDCAP12-464/5/1, River Oaks Apartments,
CSR Kalyana Mandapam Road, Tadepalli, Guntur District -522 501**

Dear Sir,

Sub: Response to BID No. for selection of Charge Point Developer for supply,
Installation, commissioning and maintenance of EV-Chargers with suitable App in
the limits of Vijayawada Municipal Corporation.

I/We hereby submit the following documents to meet the Technical Eligibility
Criteria as per the provisions of the BID.

Technical Eligibility Criteria

Sl. No.	Name of the company whose experience is being considered	Parameter	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022 till last date of bid	Total
1		Capacity of EV Charging Equipment have been supplied across India.					
2.		Number of locations EV Charging Stations have been supplied installed, commissioned and maintaining across India.					

I/We undertake that we are not blacklisted by any Govt. Agency in the past or at present. I/We undertake that were not blacklisted ever by any Govt. Agency.

Signature of Authorized Signatory of the Charge Point Developer

Place:

Date:

Note:

(1) Format IV shall be certified by Practicing Chartered Accountant.

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Format- V: Format for Financial Eligibility Criteria

To,

**The VC & Managing Director,
NREDCAP,12-464/5/1, River Oaks Apartments,
CSR Kalyana Mandapam Road,
Tadepalli-522 501, Guntur District**

Dear Sir,

Sub: Response to BID No._____for selection of Developer for supply,
Installation, commissioning and maintenance of EV-Chargers with suitable App across
India

I/We hereby submit the following documents to meet the Technical Eligibility Criteria as per the provisions of the BID.

I/We hereby undertake to certify that we have an cumulative annual turnover of Rs.____Cr.

Sl. No.	Financial year	Turnover (INR Lakhs)
1	FY 2019-20	
2	FY 2020-21	
3	FY 2021-22	
	Cumulative Annual Turnover	

NOTE:

Attach certificate from the Chartered Accountant/Statutory Auditor alongwith audited financial statements (Balance Sheet, Profit & Loss Account, Schedules and cash flow statement).
Provisional financial statements certified by chartered accountant.

Signature of Authorized Signatory of the Charge Point DeveloperPlace:

Date:

Certification by the Practicing Chartered Accountant

BID for Supply, Maintenance and Operation of EVSE**Format- VI : Format for Financial Bid**

Name of the Charge Point Developer: _

S No	Capacity of Charger	Specifications	Unit Rate inRs. (Incl. Taxes)	Total Cost	Cost of Operation, maintenance of charger and software including payment Gateway on per KWh power sale, year wise for a period of 10 years
A	B	C	D		E
1	3.3 KW	•AC compliant Pole Mount/Pedestal / Wall Mounted with 1 nos of IEC60309 Type-1 (Industrial Connector of power rating 3.3kWh.)The cost is included civil works, canopy, power connection, insurance and commissioning with suitable software, payment gate way, etc., (Total power of 3.3kW) suitable for 2W, 3W - 100 no.			Cost of operation maintenance of charger , including, Software, payment gateway services per KWh power sale year wise (for 10 years) - ____ (The bidder shall indicate year wise charges on sale of per KWh power)
2	30 KW	DC compliant Pole Mount/Pedestal / Wall Mounted 30KW. The cost is included civil works, canopy, power connection, insurance and commissioning			Cost of operation maintenance of charger , including, Software, payment gateway services per KWh power sale year wise (for 10 years) - ____ (The bidder shall indicate year wise charges on sale of per KWh power)

BID for Supply, Maintenance and Operation of EVSE

		with suitable software, payment gate way, etc., – 4 no.			
3	60 KW	DC compliant Pole Mount/Pedestal / Wall Mounted 60KW. The cost is included civil works, canopy, power connection, insurance and commissioning with suitable software, payment gate way, etc., – 1 no.			Cost of operation maintenance of charger , including, Software, payment gateway services per KWh power sale year wise (for 10 years) - ————— (The bidder shall indicate year wise charges on sale of per KWh power)

Certified that:

- Above rates are in accordance with the specifications & various terms & conditions mentioned in the BID and are applicable for installation anywhere in Vijayawada Municipal Corporation
- The rates are inclusive of all latest prevailing taxes and duties etc., of Govt. of Andhra Pradesh as well as Govt. of India.
- The rates are inclusive of all the charges regarding supply, Installation, commissioning and maintenance of EV-Chargers with suitable App. The rates are also inclusive of 10 years and Insurance charges against all risks etc.

Signature of Authorized Signatory of the Charge Point Developer with seal

Place:

Date:

BID for Supply, Maintenance and Operation of EVSE

Format- VII: Format for certificate of relationship of Associate Company/Parent Company/Ultimate Parent Company with the Bidding Company

.....Dear Sir,

Sub: Response to BID No._____for selection of Developer for supply, Installation, commissioning and maintenance of EV-Chargers with suitable App in the state of Andhra Pradesh.

We hereby certify that M/s.....are the Associate Company/Parent Company/Ultimate Parent Company (insert as applicable) of the Bidding Company as per Clause 5(b) of this BID and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

The details of equity holding of the Associate Company/Parent Company/Ultimate Parent Company/ Bidding Company or vice versa as on seven (7) days prior to the Bid Deadline are given as below:

Name of Bidding Company	Name of the Associate Company /Parent Company/Ultimate Parent Company of the Bidding Company	Percentage of Equity Holding of Associate Company/ Parent Company/Ultimate Parent Company in the Bidding Company

*Strike out whichever is not applicable.

*Attach Company Secretary Certificate towards shareholding pattern of the Associate Company/Parent Company/Ultimate Parent Company and the Bidding Company along with a Board resolution from the Associate Company/Parent Company//Ultimate Parent Company shall also be submitted.

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Charge Point Developer

Format – VIII: Format for Bank Guarantee

To :[name of Employer)

[Address of Employer)

Whereas _____[name and address of Charge Point Developer]

(Hereinafter called “the Developer”) has undertaken, in pursuance of Contract No.

_____dated_ to execute____[name of Agreement and brief description of Works] (hereinafter called “the Agreement”).

AND WHEREAS it has been stipulated by you in the said Agreement that the Charge Point Developer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Agreement “

AND WHEREAS we have agreed to give the Developer such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Developer, up to a total of____[amount of guarantee] 1 [in words], such sum being payable in the types and proportions of currencies payable as per the Agreement in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or ;sums within the limits of

_____ [Amount of guarantee]1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Developer before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Agreement or of the Works to be performed there under or of the Agreement documents which may be made between you and the Contract Hall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until_____days from the Expiry Date (which shall be 180 days from Expiry Date)

Witnesses Signature and seal of the Guarantor

Name of Bank & Address _____

BID for Supply, Maintenance and Operation of EVSE

Format -IX: Declaration regarding “Restrictions on procurement from a Charge Point Developer of a country which shares a land border with India”

(To be submitted on Applicant’s Letter Head)

To,

**The VC & Managing Director,
NREDCAP,12-464/5/1, River Oaks Apartments,
CSR Kalyana Mandapam Road,
Tadepalli-522 501, Guntur District**

Dear Sir,

With reference to our bid proposal for participation in NREDCAP tender NIT/BidDocument No :

_____dated:_____, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a Charge Point Developer of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member/Assignee, as applicable, is enclosed as Annexure.

*Charge Point Developer to strike-off, if not applicable.

**Charge Point Developer to mention the Annexure no.

Date:_____

Place:_____

Seal of Organization & Signature

of Authorized Applicant

BID for Supply, Maintenance and Operation of EVSE

Format – X: CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT

[On the Letter Head]

To,

**The VC & Managing Director,
NREDCAP,12-464/5/1, River Oaks Apartments,
CSR Kalyana Mandapam Road,
Tadepalli-522 501, Guntur District**

Sub: Compliance of Minimum Local Content Requirement as mentioned in Ministry of Commerce and Industry Trade and order no. P-45021/2/2017-PP(BE-II) dated 04th June 2020

Ref: NIT/Bid Document No:

Dear Sir/Madam,

This is to certify that following is the local content percentagebeing offered/quoted against aforementioned tender by M/s....., the same is in compliance with Ministry of Commerce and Industry order no: **P-45021/2/2017-PP(BE-II) dated 04th June 2020** and the Charge Point Developer shall strictly abide by all provisions of the subject notification.

Sr. No	Item/s	Percentage of Local Content
1		

Thanking You,

Yours faithfully,

Signature (Statutory Auditor/ Cost Auditor/ Practicing CA – As applicable)

Printed Name.....

Seal.....

UDIN No

Date.....

Place.....

Format - XI

Information on litigation history in which Tenderer is the Petitioner.

Sl. no	Case year	No/ Court where filed	Subject Matter / Prayer in the case	Respondents i.e., SE / CE	Present stage

BID for Supply, Maintenance and Operation of EVSE

CHECKLIST

S.No	Description	Submitted	Page No
A	B	C	D
1	General Details		
(a)	Name of the Applicant:		
(b)	Full address (Registered Office) with Phone/ Fax/ Email		
(c)	Head office (if different from Regd. Office) with Phone/ Fax/ Email details		
(d)	Name of the contact person with designation and Phone/ Fax/ Mobile No/ Email		
(e)	Type of the organization: (Public Sector/Limited/Private Limited Partnership/Proprietary /Society/Others.)		
(f)	In case of Consortium submit Memorandum of Understanding (MoU) on a non-judicial stamp paper of Rs.100/- duly attested by a notary public.		
(g)	Chief of the organization (s)		
(h)	Registration details like Registration certificate with MoCA and Memorandum of articles of association		
2	PAN No (Enclose copy of the certificates)		
3	Copy of GST Certificate		
4	Net Worth Certificate from registered Chartered Accountant as on 31.03.2022		
5	Activities of the Company – Enclose Company profile/ Brochures, etc.,		
6	Bid processing fee of Rs.25,000+ 18 % GST in favor of VC& Managing Director, NRDCAP		
7	Documentary Proof that they are in Electric Vehicle Charging Infrastructure field for past 3 years.		
8	EMD for Rs. 3.00 lakhs in favour of VC & Managing Director, NREDCAP, Tadepalli by way of DD / Bank Guarantee in any Nationalized / Scheduled Banks.		
9	Details of Annual turnover of the company or consortium, during last three (3) financial years shall not be less than Rs.1 Cr (i.e., 2019-20 to 2021-22) along with net worth certificate		
10	Details of accreditation certificates from designated labs for EV charging infrastructure.		
11	Details of 25 Charging stations with CA Certificates		
12	Details of key personnel available		
13	The Charge Point Developer should scan / furnish the detailed technical		

BID for Supply, Maintenance and Operation of EVSE

	brochures, certifications etc., for the technology proposed to be adopted by him.		
14	Format- I: Covering Letter for pre- Qualification Check		
15	Format- II Covering Letter		
16	Format – III Power of Attorney		
17	Format – IV : Technical eligibility Criteria		
18	Format – V : Financial Eligibility Criteria		
19	Format- VI: Financial Bid		
20	Format VII: Certificate of Relationship		
21	Format VIII: Bank Guarantee		
22	Format IX: Declaration regarding restrictions on procurement from a Charge Point Developer of a country which shares a land border with India		
23	Format X : Certificate Regarding declaration of local content		
24	Format XI : Litigation History		
25	Any other information the applicant wants to furnish		

Note: -

- a. In the case of consortium, the details of the all the group members shall be furnished.
- b. All the pages of the document, enclosures shall be signed by the Charge Point Developer.