

DELHI TRANSCO LIMITED

WEB NOTIFICATION

(Proforma for publication of Web Notification on **DTL website**)

Two part open tender is invited through offline tendering/conventional tendering by Deputy General Manager(T) M&S, Pre-fabricated Building, 1st Floor, Rajghat, New Delhi-110002 from the experienced companies/ contractors in the relevant business for the following works as per the following schedule:

Sr	Quotation/ Tender Enquiry No.	Name of work	Tender Fees	Bid Security/ Earnest Money Deposit (EMD)(Rs.)	Work Completion Period	<u>Scheduled Date/Time</u>	
1.	T20P111391	Establishing/setting-up of EV charging & battery swapping stations at various Locations under Package – A to J across NCT of Delhi.	Rs. 10,000/- + GST @ 18%.	Rs. 3,00,000/- per package of sites for all bidder except Start-ups. Rs. 1,50,000/- per package of sites for Start-ups.	06 months	Start Date & Time for Bid submission	05.02.2021 at 06.00 P.M.
						Pre-Bid Meeting	22.02.2021 at 10:30 AM
						Last Date & Time for Bid submission	17.03.2021 at 1.00 P.M.
						Date & Time for Opening of Tender	17.03.2021 at 3.00 P.M.

Tender is to be downloaded online from the website <https://govtprocurement.delhi.gov.in> (Tender ID No. 2021_DTL_199434_1) or <https://dtl.gov.in>.

The Pre-Bid Meeting may be held at conference room, Shakti Sadan, Kotla Marg, New Delhi-110002 or 8th Floor, Delhi Secretariat or through Virtual Mode. The exact venue/mode will be intimated through <https://dtl.gov.in>.

Name : Subhash Jangir
Designation/ Deptt. : Dy. General Manager (M&S), C&MM
Address : Pre-fabricated Building, 1st Floor,
Rajghat, New Delhi-110002, Fax no. 2325175

DELHI TRANSCO LIMITED

(GOVT. OF NCT OF DELHI UNDERTAKING)

Regd. Office : Delhi Transco Ltd., Shakti Sadan, Kotla Road, New Delhi 110002



Establishing/setting-up of EV charging & battery swapping stations at various Locations under Package – A to J across NCT of Delhi.

(Note: The Subject Tender is for Offline Bidding only)

Preface

Delhi Transco Limited (DTL) which is the State Transmission Utility (STU) of NCT of Delhi has been designated as State Nodal Agency for setting up of charging infrastructure in the entire NCT of Delhi vide order No. Minhealth/2366-67 dated 15.04.2019 issued by the Minister of Health, Industries, PWD, Power, Home, Urban Development and Irrigation & Flood Control, Government of NCT of Delhi as per the guidelines and standards for Charging Infrastructure notified by the Ministry of Power, Government of India.

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PART - I

SECTION-I

INVITATION FOR BID (IFB)

DELHI TRANSCO LIMITED
(A Government of NCT of Delhi Undertaking)

INVITATION FOR BID (IFB)
(DOMESTIC COMPETITIVE BIDDING)

WEB NOTIFICATION

Open tender is invited in Two-Part Bid system {i.e. Techno-commercial (First stage of bid) & Price (Second stage of Bid)} through manual (offline mode) process by DGM(T)M&S, 1st floor, pre fabricated building, Rajghat Power House, New Delhi 110002 from the experienced and reputed bidders/suppliers in the enclosed format.

Tender Name	Establishing/setting-up of EV charging & battery swapping stations at various Locations under Package – A to J across NCT of Delhi.		
Tender Enquiry No.	T20P111391		
Earnest Money (EMD)/ Bid Security in Rs.	Rs. 3,00,000/- (Rupees Three Lakh Only) per package of sites for all bidder except Start-ups. Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) per package of sites for Start-ups.		
Completion Period	Mandated slow charger PCS at each site: Within 45 days of signing of the concession agreement. The minimum mandated slow charger for each Package is as mentioned in Annexure [C] Mandated moderate/fast charger PCS for each package: Within 45 days of signing of the concession agreement. The minimum mandated moderate/fast charger for each Package is as mentioned in Annexure [C] Minimum number of mandated PCS at each site: Within 120 days of signing of the concession agreement. The minimum number of mandated PCS for each site is as mentioned in Annexure [C]. For Battery Swapping Facility: Within 180 days of signing of the concession agreement.		
Tender Fee	Rs. 10,000/- + GST@18%. Tender Fee shall be non-refundable.		
Offer Validity	Minimum 180 days from the date of opening of Techno-commercial (First stage of bid).		
		DATE	TIME
Date and Time of Start of downloading of the bidding document		-	-
Date and Time of Close of downloading of the bidding document		-	-

Date and time of Pre-Bid Conference	-	-
Date and time of start of submission of bids	-	-
Date and Time of Close of submission of bids	-	-
Date and Time of opening of Techno-Commercial part of bids (Part-I)	-	-

For details please visit web site www.dtl.gov.in (unique No.....) or may contact office of **DGM (T) M&S, Delhi Transco Limited, 1st floor, Pre-fabricated building, Rajghat Power House, New Delhi-110002, e-mail: dgmms105@gmail.com**. The Pre-Bid conference will be held on Dt. _____ at conference Hall, 4th Floor, Shakti Sadan, Kotla Road, New Delhi-110002 or 8th Floor, Delhi Secretariat, Sachivalaya Rd, IG Indoor Stadium, ITO, Vikram Nagar, New Delhi, Delhi 110002 or through Virtual Mode. The exact venue/mode will be intimated through <https://dtl.gov.in>.

General requirements for invitation of bids are as under:

- 1.0 DELHI TRANSCO LIMITED** invites tenders for the aforesaid package A to J in Two-Part Bid system {i.e. Techno-commercial (First stage of bid) & Price (Second stage of Bid)} through manual(offline mode).
- 1.1** Bidding Documents are available for downloading date and time mentioned in the web notification.
- 1.2** No margin of preference will be granted to plant & equipment manufactured in employers country.
- 1.3** The submission of bids date and time has been mentioned in the web notification. Bids shall be received up to date and time mentioned in the web notification and Techno- Commercial Bid (Part-I) shall be opened on the same day in the presence of Bidder's representative who chose to attend at the address given below:-

**DGM (T) M&S
Delhi Transco Limited
1st floor, Pre-fabricated building
Rajghat Power House, New Delhi-110002
Phone/Fax No. 011-23251274, 9999533679
e-mail: dgmms105@gmail.com**

- 1.4** In case any of the above dates are declared holiday/ closing day, these shall be extended to next working day.
- 1.5** The complete Bidding Documents including tender Technical Specifications and list of various locations are available on DTL website <https://www.dtl.gov.in>.
- 1.6** The Qualifying Requirements are given in the Bidding Documents of the subject Package A to J. The complete Bidding Documents are also available at our website <http://www.dtl.gov.in>. Interested bidders can download the Bidding Documents and commence preparation of bids to gain time.
- 1.7** All bids must be accompanied by Bid Security amount mentioned in the web notification as per cl. No. 1.5 of Section ITB, Part - I of the bidding document. However, the Bid Security in original shall be

submitted in the office of **DGM (T) M&S, Delhi Transco Limited, Ist floor, Pre-fabricated building, Rajghat Power House, New Delhi-110002**, at least two hours before the time of bid opening, failing which the bids shall be rejected.

- 1.8 The Techno- Commercial Bid (Part-I) so opened shall be evaluated and the date of opening of the Price Bid (Part-II) of the techno-commercially successful bidders shall only be communicated to all techno-commercially successful bidders. Detailed evaluation procedure as mentioned at clause 13 of SCC.
- 1.9 A pre-bid conference will be held at conference Hall, 4th Floor, Shakti Sadan, Kotla Road, New Delhi-110002, on..... (as per web notification and relevant corrigendum)..... to clarify the Bidders the exact scope of the work, the basic data available and other issues in accordance with relevant clause of the Bidding Documents.
- 1.10 Bids must be delivered to Delhi Transco Ltd. at the address below, not later than Time & Date.... (as per web notification and relevant corrigendum)..... and the Techno-Commercial bids(Part-I) shall be opened on (as per web notification and relevant corrigendum)..... in the presence of Bidder's representatives who choose to attend, at the address below:

**DGM (T) M&S
Delhi Transco Limited
Ist floor, Pre-fabricated building
Rajghat Power House, New Delhi-110002
Phone/Fax No. 011-23251274, 9999533679
e-mail: dgmms105@gmail.com**

- 2.0 Delhi Transco Limited shall not be responsible for any postal delays in respect of submission of bids. Delhi Transco Ltd. reserves the right to cancel/ withdraw this Invitation for Bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- 3.0 All correspondence/communication regarding the NIT shall be made to: **DGM (T) M&S, Delhi Transco Limited, Ist floor, Pre-fabricated building, Rajghat Power House, New Delhi-110002, Phone/Fax No. 011-23251274, 9999533679, e-mail: dgmms105@gmail.com.**

NOTE: Date of Bid submission and Bid opening shall be as per the web notification and Subsequent corrigendum, if any.

- 4.0 The bidders who intend to participate in more than One (01) package shall submit the Integrity Pact (in prescribed format at attachment – 2 of Part - 3) alongwith the bid in physical form at the address given at para 1.10 above.

**(Subhash Jangir)
DGM (T) M&S**

SECTION-II
INSTRUCTION TO BIDDER (ITB)

SECTION-II
INSTRUCTION TO BIDDER

1.1 GENERAL

- 1.1.1 The tender covers scope of work defined in tender documents. Tender shall be governed by the conditions covered in Section III and IV. However, in case of any repetition / ambiguity in any clauses of NIT, the clause in SPECIAL CONDITIONS OF CONTRACT (SCC) shall prevail.
- 1.1.2 The Bidder shall be responsible for supply, erection, testing, commissioning and maintaining at his own cost the Electrical Vehicle Charging Station and all other works required for the execution and functioning of the Electrical Vehicle Charging Station unless otherwise specifically provided for in the contract documents.
- 1.1.3 Submission of tender by a Bidder implies that he has read this tender document and has made himself aware of the scope of the work to be done and of local conditions and other factors having a bearing on the execution and functioning of the scope of work.

1.2 AVAILABILITY OF TENDER DOCUMENTS

- 1.2.1 The tender documents can be downloaded from website of DTL i.e. <https://dtl.gov.in>. Web-notification / corrigendum/ addendum will also be available on website of Purchaser i.e. www.dtl.gov.in. The offer will only be considered if the invited bidder submits the tender manually strictly in Two-Part Bid system {i.e. Techno-commercial (First stage of bid) & Price (Second stage of Bid)} as described in “submission of tenders”.
- 1.2.2 The tender documents downloaded from website shall be submitted by Bidder strictly after filling the rates in the prescribe schedule of items/price bid available with tender document.

1.3 SUBMISSION OF TENDERS

- 1.3.1 The Bidder shall submit his offer manual (offline mode) under Two-Part Bid system {i.e. Techno-commercial (First stage of bid) & Price (Second stage of Bid)}. Tender shall contain the following envelopes.

1.3.2 TECHNO – COMMERCIAL BID (FIRST STAGE OF BID):**Envelope – I (EMD Fee) & Tender Fee:**

The envelope shall contain the original EMD Fee (s) and Tender Fee of requisite amount and in acceptable mode. If bidder credits the EMD fee(s)/Tender Fee directly through NEFT/RGTS to DTL bank account then bidder shall enclose the transaction confirmation receipt. Bidder must submit the copy of Startup identification certificate issued by DPIIT, Govt. of India, if claiming relaxation in EMD Fee and copy of MSME/NSIC registration certificate, if claiming exemption in submission of Tender Fee in line with the clause No. 1.5.11 of ITB.

Envelope – II (Integrity Pact):

Integrity Pact (submission of Hard Copy in ‘Original’)

The Bidder shall complete the accompanying Integrity Pact, which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be returned by the Bidder in two (2) originals along with the Techno – Commercial

Part in a separate envelope, duly superscripted with 'Integrity Pact'. "The Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs. 100/-.

The required format for Integrity Pact shall be as per Attachment 2.

If the Bidder is a partnership firm or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

The bidders, who intend to participate in more than one (01) Package, must be submit the Integrity Pact in physical form at the address given at ITB 1.10 at or before the schedule time and date of opening of Techno-commercial part of the bid.

Bidder's failure to submit the Integrity Pact duly signed in Original along with the Bid or subsequently pursuant to ITB Sub-Clause 1.10 shall lead to outright rejection of the Bid.

Envelope – III:

The bidder must enclose all the other documents which were required to be submitted as per ITB clause 1.4.

1.3.3 PRICE BID (SECOND STAGE OF BID):

The bidder must enclose the duly filled price schedule for each package separately in different envelopes and seal the same individually package wise. The unsealed envelopes shall not be considered for further processing/evaluation and rejected during the price bid opening.

The bidder must write the following details on the face of each envelope.

- 1) Tender Number.
- 2) Name of work and Package
- 3) Price Schedule for Package _____ (to be filled accordingly)
- 4) Name of the firm and details

Envelope – IV (Price Schedules):

The sealed independent above mentioned envelope(s) package wise must be enclosed in a big envelope and seal the same. (Envelope – IV).

The bidder must write the following details on the face of (envelope – IV).

- 1) Tender Number.
- 2) Name of work
- 3) Price Schedule/Bids
- 4) Number of package – wise price bids enclosed _____
- 5) Name of the firm and details

The bid shall be submitted in the office of

**DGM (T) M&S
Delhi Transco Limited
Ist floor, Pre-fabricated building
Rajghat Power House, New Delhi-110002.**

1.3.4 The bid should be addressed to **DGM (T) M&S.**

1.3.5 The bid is liable to be ignored, if incomplete information or superfluous information not called for in the invitation to tender is given or if particulars asked for in the tender form/undertaking are not fully furnished.

- 1.3.6 All Bidders must indicate the capacity and the authority of the individual signing the tender. It must be declared whether the individual is legally competent to enter into the contract or not.
- 1.3.7 Irrespective of the date of posting, the submission of tender will cease after the submission/opening deadline. The tenders can only be submitted manually in offline mode.
- 1.3.8 If the Bidder is an Ex-employee of Purchaser, the details of employment & date of leaving Purchaser be mentioned in offer. If the Bidder is related to any person who is employee in Purchaser, the full particulars of concerned person & relationship should be mentioned in the offer.
- 1.3.9 Tender must be submitted manually, completely filled in all respect. The tender documents so filled should be in the same format as given by Purchaser. No changes are allowed to be made in the format of these documents. Any further Particulars, desired to be submitted should be given in a covering letter along with the tender (to be attached to the tender document), explaining briefly the salient points not otherwise covered in the tender specifications and this attachment has to be clearly mentioned in the tender form/undertaking. Price Performa to be completely filled at the price bid/schedule of the tender.

1.4 DOCUMENTS TO BE SUBMITTED WITH THE TENDER WHILE BIDDING

1.4.1 Techno – Commercial Bid:-

- a) Envelope – I: Details of Tender Fee and Earnest money/Bid Security will be submitted with bid as per ITB clause 1.5. Copy of Startup identification certificate issued by DPIIT, Govt. of India, if claiming relaxation in EMD Fee. Copy of MSME/NSIC registration certificate, if claiming exemption in submission of Tender Fee.
- b) Envelope – II: Integrity Pact is applicable for the bidder intends to participate in two more packages, and to be submitted in physical form.
- c) The envelope – III shall contain the following documents
 - a. Copy of work orders with completion/experience/performance certificates for previous experience as per clause- 5.3 of section – IV (Eligibility Criteria) of SCC.
 - b. Copies of balance sheets and profit & loss sheets in reference to financial details for last five financial years counter signed by the bidder and duly certified by Chartered Accountant as per clause-5.7 of section – IV of SCC.
 - c. Original copy of duly filled tender form/ undertaking which is readily available in the tender document.
 - d. Copy of PAN Card and GSTIN registration certificate.
 - e. Duly signed and stamped NIT document as a token of acceptance of terms and conditions of the bid document.
 - f. Copy of duly filled Annexures – I, II, III, IV, V, VI and VII.

- 1.4.2 **Price Bid:** Bidder shall submit the duly filled price schedule for each package in separate envelopes and seal the same individually. (in case bidder intends to participate in multiple packages then separate envelope shall be submitted). The unsealed envelopes shall not be considered for further processing/evaluation and shall be rejected during the price bid opening.

The bidder must write the details on the face of each envelope as mentioned in clause 1.3.3.

1.5 EARNEST MONEY AND TENDER FEE:

A. EARNEST MONEY DEPOSIT/BID SECURITY:

- 1.5.1 Earnest Money Deposit (EMD) or Bid Security per package of sites is INR 3,00,000 (Three Lakhs) for all bidder except Start-ups recognized by the Department for Promotion of Industry and Internal Trade(DPIIT) of the Ministry of Commerce and Industry, Government of India. For Start-ups recognized by the Department for Promotion of Industry and Internal Trade of the Ministry of Commerce and Industry, Government of India, EMD per package of sites is fixed at INR 1,50,000 (One Lakh Fifty Thousand). The startups must submit the valid certificate of recognition issued by DPIIT of the Ministry of Commerce and Industry, Government of India.

NOTE: If the bidder intends to participate in multiple packages, then EMD fee of requisite amount for each package shall be submitted separately or composite for the packages and accordingly mention the name of the packages.

Illustration: Bidder ‘X’ intends to participate in four packages – A, C, F and I, then the bidder either can submit the four number of EMD Fee of Rs. 3,00,000/- for each package A,C, F and I or can submit the requisite EMD fee of four packages i.e. Rs. 12,00,000/-(4*Rs. 3,00,000/-) mentioning the name of packages on the EMD envelope (Envelope – 1).

- 1.5.2 **Earnest Money/Bid Security is to be deposited in the form of Bank Guarantee/FD Receipt/DD/Pay Order/e-payment from their account** (Bank Guarantee should be issued from scheduled bank only). The detail of EMD/Bid Security should be written on the envelope - I clearly mentioning Tender no., Name of work, Number and Name of the package (s), Validity of offer, Amount, DD/PO/FDR / e-payment from their account /Bank Guarantee number and date, name of Bank, Name of bidder, Due date of opening. No other mode is acceptable. EMD fee shall be submitted in a separate envelope as specified in clause 1.3.2.
- 1.5.3 In case EMD/Bid Security is in the form of BG (Bank Guarantee), then it should be valid for minimum 240 days from date of opening of Techno-commercial bid (Part – 1), B.G. Performa for EMD/ Bid Security enclosed as **Annexure-VIII**. In case EMD/ Bid Security is in the form of FDR, then its maturity date should be at least 240 days from date of opening of Techno-commercial bid (Part – 1).
- 1.5.4 Original EMD document (**Bank Guarantee/FD Receipt/DD/Pay Order/e-payment from their account**) document has to be submitted with the tender document in a sealed envelope as per directions pointed out at clause No. 1.3.2 (submission of tender) at the office of ***DGM(T) M&S , 1st floor pre-fabricated building, Rajghat Power House, New Delhi 110002 Phone/Fax No. 011- 23251274*** at least two hours before the tender opening deadline, otherwise the offer will be rejected. Bank details of DTL account:
- Bank Name: SBI Chandni Chowk Delhi,
 - RTGS/IFSC No. : SBIN0000631,
 - MICR No. 110002018,
 - Current Account No. 10820056547.
- 1.5.5 **FIRST THE EMD ENVELOPE** will be opened and in case Earnest money is not found of required amount or not in acceptable mode, then the submitted bid will not be opened & the complete offer will be rejected.
- 1.5.6 The following particulars shall be clearly mentioned on the sealed envelope containing the Bid Security/EMD:-
- **Name of work,**
 - **Tender Number,**
 - **Due date of opening,**
 - **Number and Name of the package (s)**

- **Validity period of submitted offer.**
- **Detail of Earnest Money given as under: “DD/PO/FDR / e-payment from their account /Bank Guarantee no, Date, Amount (in Rs), Name of issuing Bank, maturity date of FDR” – EMD/ Bid Security.**

- **Full Name and Address of the Bidder.**
- **Details of valid Startups certificate, if submitted.**

- 1.5.7 i) Earnest money of all the unsuccessful Bidders will be refunded after decision taken by competent authority to accept/award the tender. However, the bid security of successful bidder will be refunded only after submission of performance security/guarantee. The amount of Bid Security in whole or any part thereof is liable to be forfeited due to its non-submission of performance security/guarantee or non-execution of contract.
- ii) If the successful Bidder withdraws his tender within validity period of 180 days or makes any modification in terms and conditions of tender which are not acceptable to Purchaser, the Purchaser shall without prejudice to any other right or remedy, be at liberty to forfeit the entire amount of the EMD Bid Security.
- iii) Fresh earnest money should be deposited in each case. No request for adjustment of Earnest money from any amount pending with the company/Undertaking shall be considered. The EMD/ Bid Security of one tender case shall not be transferred / adjustable towards other tender. However, on re-tender of the same case the EMD/ Bid Security shall be adjustable.

1.5.8 No interest is payable by DTL on the amount of Bid Security deposited by a Bidder.

1.5.9 **Forfeiture of EMD/Bid Security:** The bid security may be forfeited

- a) If the Bidder withdraws its bid after opening during the period of bid validity specified by the Bidder in the Bid Form;

OR

In case the Bidder does not withdraw the deviations even after considering cost of withdrawal;

OR

If the bidder does not accept the correction of its Bid Price pursuant to NIT;

OR

As per the Qualifying Requirements the Bidder has to submit a Deed of Joint Undertaking (if any) and if he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants(s) or registered with the Indian Embassy/High Commission in that country, within ten days from the date of intimation of pre-award discussion;

- (b) In case of a successful Bidder, if the Bidder fails within the specified time limit:

To sign the Contract agreement, in accordance with NIT,

OR

To furnish the required performance security, in accordance with NIT.”

B. TENDER FEE:

1.5.10 Tender Fee of Rs. 10,000/-+GST@18% shall be payable by the bidder, irrespective of number of packages in which the bidder intends to participate.

1.5.11 Tender Fee is to be submitted by all the bidders except Micro and Small Enterprises (MSEs)/NSIC registered firms as notified by Department of Micro, Small and Medium

Enterprises (MSME). However the requisite document to be submitted along with its information on the face of envelope.

- 1.5.12 **Tender Fee is to be deposited in the form of DD/Pay Order/e-payment from their account.** The detail of Tender Fee should be written on the envelope - I clearly mentioning Tender no., Name of work, Validity of offer, Amount, DD/PO/ e-payment from their account /Bank Guarantee number and date, name of Bank, Name of bidder, Due date of opening. No other mode is acceptable. Tender Fee shall be submitted in a separate envelope as specified in clause 1.3.2.
- 1.5.13 Under no circumstances, Tender fee shall be refunded to the bidders.

NOTE: No Physical tender document shall be sold separately. The bidder must download the NIT from the employer's website i.e. www.dtl.gov.in

1.6 BID VALIDITY PERIOD

- 1.6.1 Validity period of 180 days for procurement of supply/services/works.
- 1.6.2 When the validity of the offer expires and validity extension is required for processing, the parties shall be requested to extend the offers on the same terms and conditions otherwise their bid shall not be considered.

1.7 RECEIPT OF TENDER

- 1.7.1 All the sealed quotations/sealed tenders shall be dropped in the Tender Box. Sealed tenders/quotations should be received latest by upto 01.00 PM on the due date of opening to be put in the tender box which should be opened by tender opening authorities at 03:00 PM on the same day. The quotations/tender which are received after the due date and time shall not be accepted and summarily rejected. DTL shall not be responsible for any delay in postal services or otherwise.

1.8 WITHDRAWAL OF TENDERS & SUBMISSION OF ANOTHER TENDER

- 1.8.1 A bidder may modify or withdraw his bid after submission provided that the written notice for modification or withdrawal is received by the purchaser prior to deadline for submission of bids. A withdrawal notice may be sent by fax/e-mail but it should be followed by a signed confirmation copy by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified or withdrawn after the deadline for submission of bids. Withdrawal of a bid after deadline for submission of bid resulting in forfeiture of Bidder's EMD/Bid Security.

1.9 FORMAT AND SIGNING OF TENDERS

- 1.9.1 If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 1.9.2 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.
- 1.9.3 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 1.9.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 1.9.5 The Bidder's name stated on the Proposal shall be exact legal name of the firm.

- 1.9.6 All amendments/corrections shall be initiated by the person or persons submitting the tender.
- 1.9.7 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

1.10 PRICE

- 1.10.1 The bidder must fill the price bid/schedule available along with the tender.
- 1.10.2 **The price should be exclusive of GST and electricity charges. In case bidder quotes the rates inclusive of GST, quoted price shall be considered as exclusive of taxes and duties.**
- 1.10.3 The rates shall be treated as per unit (as stated in the Price schedule at Section – I, Part - III of NIT).
- 1.10.4 The prices quoted must be firm and as per unit as stated in the schedule after deducting cash discount, if any.

1.11 GSTIN REGISTRATION CERTIFICATE AND PAN NO.

- 1.11.1 The Bidder must attach to the tender scanned copy of GSTIN registration certificate. Bidder must also attach to the tender scanned copy of PAN No. issued by I.T. Deptt.

1.12 Deleted.

1.13 EPF AND ESI REGISTRATION CERTIFICATE

- 1.13.1 The bidder must ensure to adhere to EPF and ESI norms of applicable laws.

1.14 TENDER OPENING AND EVALUATION

- 1.14.1 The Employer/Officer will open the bid, on scheduled date & time as mentioned in tender document. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of bid. The Tender of any Bidder who has not complied with one or more of the tender instructions may not be considered.
- 1.14.2 Bid of the Tender will be opened and submitted to tender evaluation committee for scrutiny.

1.15 PROCESS TO BE CONFIDENTIAL

- 1.15.1 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to Bidder or other persons not officially concerned with such process.
- 1.15.2 Any effort by a Bidder to influence the Purchaser/Officer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tender.

1.16 ACCEPTANCE OF TENDERS

- 1.16.1 The purchaser is not bound to accept the lowest tender or any other tender and to assign any reason for rejection of any or all the bids/tenders. The purchaser also reserves the right to accept either the whole or part of the tender.
- 1.16.2 Printed terms and conditions of the Bidder will not be considered as forming part of the tender. In case of any terms and conditions of the contract applicable to the invitations to tenders are not acceptable to the Bidder. They should clearly specify deviation in their tenders. The purchaser may not consider the tender with such deviations. If nothing otherwise is mentioned it will be assumed that these conditions are acceptable to tender.

1.17 COMMUNICATION OF ACCEPTANCE

- 1.17.1 Acceptance of work rates by the Purchaser will be communicated through E-mail/Fax/Regd. A/D/speed post letter or acceptance letter (i.e. letter of intent) or formal purchase/work order. In case the acceptance is communicated by E-mail/Fax /Regd. A/D/speed post letter, the formal work order will be forwarded to the supplier as soon as possible and the instructions contained in the acceptance letter should be acted upon immediately. Posting of L.O.I. even on the last day of validity of offer shall be binding upon the bidder.

1.18 EXECUTION OF CONTRACT AGREEMENT

- 1.18.1 Once the LoA is issued and its acknowledgement is received, it shall be ensured by the bidder and concerned Executing Dept. that formal Contract Agreement, appending therewith all the documents forming part of the Contract, is signed between Nodal Agency i.e. DTL and the Contractor in two original copies, within 28 days from date of receipt of LoA as per Annexure-IX in the Bidding Documents.

1.19 PERFORMANCE SECURITY FOR DUE FULFILMENT OF CONTRACT

- 1.19.1 The successful bidder shall have to deposit performance security of **INR 10,00,000/- (Ten Lakhs) per package** for the performance of the contract within **Twenty eight days (28 days) or before signing of contract agreement** whichever is earlier from the date of issuance of LoA, in the office of Concerned Manager (T).
- 1.19.2 The performance security is to be deposited in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank (scheduled), Bank Guarantee from a Commercial bank (scheduled) or online payment in an acceptable form safeguarding the purchaser's interest in all respects. Performance Security shall be valid up to 60 days beyond Lease period i.e. 05 years.
- 1.19.3 The performance security amount in whole or any part there is liable for forfeiture in case of un-satisfactory execution as defined in the Service Level Agreements (SLA).
- 1.19.4 The security amount will be released after fulfillment of the conditions as per NIT.
- 1.19.5 If the bidder is found to default on any of the conditions on any of the sites in this tender document, except for reasons outside the control of the bidder, then DTL can force the bidder to forfeit the entire package in which the sites on which the bidder has defaulted falls.
- 1.19.6 **Interest on Performance Security:** No Interest on Performance Security Deposit will be payable to the depositors.
- 1.19.7 **Exemption from Performance Security:** Under no circumstances, exemption from performance security deposit is permitted.

1.20 QUANTITY VARIATION

- 1.20.1 DTL reserves the rights to vary the quantity by + 100% of the tender quantity.

1.21 PURCHASER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS.

- 1.21.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of contract. However, on re-tender of the same case the EMD/ Bid Security shall be adjustable.

1.22 MODEL CLAUSES FOR TENDERS

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

- II. "Bidder" (including the term 'tenderer, 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India for the purpose of this Order means.
- a. An entity incorporated, established or registered in such a country: or
 - b. A subsidiary of an entity incorporated, established or registered in such a country, or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this):

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

SECTION-III

CONDITIONS OF CONTRACT (CC)

**SECTION-III
CONDITIONS OF CONTRACT (CC)**

2.1. DEFINITIONS:

In construing these general conditions and specification the following words shall have the meaning here in assigned to them unless there is something in the subject or the context in consistent with such constructions.

- “Purchaser” shall be the CMD (Delhi Transco Limited) and shall include its legal personal representative /successors and assignees.
- The ‘bidder’ shall mean the Bidder whose tender shall be accepted by the Purchaser and shall include legal Personal representatives, successors and assignees.
- The ‘Sub-Bidder’ shall mean the person named in the contract for any part of the work or any person to whom the part of the contract has been sublet with the consent in writing of the Purchaser.
- The ‘Contract’ shall mean to include NIT, schedule, drawings, correspondence with bidders and/or process as agreed between the parties.
- ‘Month’ shall mean calendar Month.
- ‘Writing’ shall include any manuscript, type written or printed statement under or over signature or seal as the case may be
- ‘Person’ shall include firms, company, Corporation and Municipalities. Word imparting the singular only shall also include the plural and vice-versa where the context so required.
- “Site” shall mean the site of Purchaser as may be specified in the contract.
- ‘Specifications’ shall mean the specifications as annexed here to and such other drawing and details as may be agreed to mutually.

2.2. SCOPE OF CONTRACT:

The Scope of Work for the Concessionaire shall be as under:

- 2.2.1 Concessionaire shall be responsible for Installation, Operation and Maintenance of Public Charging Stations (PCS) / Battery Swapping Facility (BSF) for the designated lease period as per parameters laid down in any section of this tender document on pre-selected locations in the administrative region of the Government of National Capital Territory of Delhi.
- 2.2.2 Pre-designated area on each location will be provided to the Concessionaire for installation, operation and maintenance of the EV charging stations. The minimum mandates for each site and for each package of sites are as mentioned in Section []. The number of days within which these minimum requirements must be fulfilled are as mentioned in Section [J.Over and above these minimum requirements, the bidder can install any combination of charging stations or battery swapping facility as long as they conform to the parameters laid down in any section in this tender document,
- 2.2.3 No additional commercial activity other than charging of Electric Vehicles will be allowed at the concessional location.
- 2.2.4 The safety and security of the vehicles that are utilising the charging facility will be the responsibility of the Operator.
- 2.2.5 The charging infrastructure should be operationalized within the following period:

- 2.2.5.1 Mandated slow charger PCS at each site: Within 45 days of signing of the concession agreement. The minimum mandated slow charger PCS for each site is as mentioned in Annexure [C],
- 2.2.5.2 Mandated moderate/fast charger PCS for each package: Within 45 days of signing of the concession agreement. The minimum mandated moderate/fast charger for each Package is as mentioned in Annexure [C]
- 2.2.5.3 Minimum number of mandated PCS at each site: Within 120 days of signing of the concession agreement. The minimum number of mandated PCS for each site is as mentioned in Annexure [C].
- 2.2.5.4 For Battery Swapping Facility: Within 180 days of signing of the concession agreement.
- 2.2.6 In exceptional circumstances, on a written request from the Concessionaire for extension of period of operationalization, together with adequate justification thereof, the State Nodal Agency (DTL), may consider such request, and permit suitable extension,
- 2.2.7 The concessionaire must apply for an electrical connection within 2 days of the signing of the concession agreement. The DISCOMS must provide requisite connections as mandated by the Grant of connectivity DERC (Supply Code and Performance Standards) Regulations, 2017 as amended from time to time. The State Nodal Agency will support the concessionaire in taking up early release of the electricity connection with the respective DISCOM
- 2.2.8 Upon ensuring operationalization of any aspect of the charging infrastructure as delineated in Clause 2.2.5.1 to 2.2.5.4, the Concessionaire must provide a declaration stating the operationalization of the said mandate to the State Nodal Agency, failing which the Concessionaire will be deemed to be in violation of the mandated period of operationalization
- 2.2.9 The concessionaire should clearly define modes of payment by users of public charging stations that must include payment by cash, card, ONE Delhi card and through phone banking authorized mobile application.

2.3. CONTRACT SPECIFICATIONS

- 2.3.1 All the charging infrastructures will be established as per Ministry of Power Notification vide No. 12/2/2018-EV dated 1st Oct. 2019 on the subject “Charging Infrastructure for Electrical Vehicles – Revised Guidelines and Standards-reg” and CEA (Measures relating to Safety & Electrical supply) Regulations 2010 and their amendments from time to time.

2.4. SUB-CONTRACTING

- 2.4.1 The bidder shall not unreasonably withhold, assign or sub-contract his contract or any substantial part thereof, without the written consent of State Nodal agency (SNA) i.e. DTL. Such sub-contracting shall not in any way be interpreted as releasing the contract or from his liability & obligations under the contract.

2.5. POWER TO VARY OR OMIT WORK

- 2.5.1 No alteration, amendments, omissions, additions, suspensions or variations of the work/supply under the contract as shown by the contract specifications shall be made by the bidder except when directed in writing by the Purchaser.

2.6. CONTRACT PRICE

- 2.6.1 The supplier/bidder shall give details in the price bid available with this tender document at Price Schedule Section – I, Part – III of NIT.
- 2.6.2 The contract prices shall be payable in the legal currency of the country.

2.7. EXTENSION TIME FOR COMPLETION AGAINST FORCE MAJEURE CONDITIONS:

- 2.7.1 Should progress work be delayed due to force majeure conditions that is by strike, lock-outs, fire, accident, flood, war, shortage of power and embargo, any act of God or any situation declared by State/Central Govt. as force majeure condition or any other causes beyond the control of the bidder and whether such delay or impediment occur before or after the time for completion a reasonable extension of the time shall be granted by agreement between the parties, provided that the delays and its causes have been notified by the bidder at the time of occurrence of the cause of delay.

2.8. LIQUIDATED DAMAGE:

- 2.8.1 In case of any delay in the execution of the order beyond the stipulated date of delivery/delivery schedule/completion period including any extension permitted in writing, the purchaser reserves right to recover from the Contractor a penalty at the rate of INR 15,000 for each site per week up to a maximum of INR 1,50,000/-. The amount of penalty can be recovered from any other contract for any amount due to the bidder from Purchaser.

2.9. DEVIATION IN TECHNICAL SPECIFICATION:

Generally deviation to the technical specification shall not be accepted **under any circumstance.**

2.10. BIDDER'S REPRESENTATIVE:

- 2.10.1 The bidder shall depute authorized representative or assign this job to Supervisor for execution of the contract, who shall be available for communication during any time, The representative shall represent the bidder in his absence and all directions given to him shall be binding on the bidder. All the work to be executed, shall be carried out in presence of the bidder or the person authorized by the bidder who must be technically sound for carrying the technical works.
- 2.10.2 On acceptance of the tender, the name of the accredited representative(s) of the bidder who would be responsible for taking the instructions from officer-in-Charge shall be communicated to the officer-in-Charge or his authorized representative.

2.11. DEDUCTION FROM CONTRACT PRICES (RECOVERIES)

2.11.1 Deleted.

2.12. RATES/ PRICE BID

- 2.12.1 All rates shall be quoted for the prescribed schedule of items. The amount for each item should be worked out and requisite totals given excluding of GST and levies applicable at the time of quote. Special care should be taken to write the unit rates in figure as well as in words, in such a way that interpolation is not possible. In case of figures, the words 'Rs.' should be written before the figure of Rupees and word 'p' after the decimal figures, e.g. 'Rs. 2.15p' and in case of words, the word, - 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places.
- 2.12.2 While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
- 2.12.3 In the case of Item Rate Tenders, only quoted rates for each item shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates

quoted by the bidder in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words.

- 2.12.4 However, if a discrepancy is found, the rate that will correspond with the amount worked out by the bidder shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the bidder or it does not correspond with the rates written either in figures or in words then the rates quoted by the bidder in words shall be taken as correct. Where the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, rates quoted by the bidder will unless otherwise proved be taken as correct and not the amount.
- 2.12.5 Arithmetical errors will be rectified on the following basis:
- 2.1.1.1 If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
 - 2.1.1.2 If there is a discrepancy between words and figures, automatically corrected amount shall prevail.
 - 2.1.1.3 If the bidder does not accept the correction of errors, its bid will be rejected and bid security will be forfeited.

2.13. REGULATION OF LOCAL AUTHORITIES

- 2.13.1 The Bidder shall throughout the continuance of the contract and in respect of all matter arising in the performance thereof, comply, with all notices and obtain consent for way leaves approvals as shall be applicable to the work.

2.14. ARBITRATION

- 2.14.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided. The arbitration shall be conducted by a sole arbitrator who shall be appointed by Delhi International Arbitration Center, Delhi High Court, New Delhi in accordance with its rules. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof. The rules of Delhi International Arbitration Center shall be applicable to such arbitral proceedings. The seat of arbitration shall be New Delhi, India. The arbitration shall be conducted in English language. The arbitrator shall have full powers to review and/or revise, any decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put up before the Engineer, for the purpose of obtaining the said decision. No decision given by the Engineer in accordance with the foregoing provision shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid. During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

2.15. CONSTRUCTION OF CONTRACT

- 2.15.1 The contract shall in all respects be construed and operate in conformity with the view of the Indian Union and all payment there under shall be made on Indian Rupee unless otherwise provided in the matter/ contract.
- 2.15.2 The charges in respect of getting and executing of the contract documents shall be borne by the bidder. The bidder shall be furnished with a stamped counterpart of the agreement.

2.16. PATENT

2.16.1 In the event of any claim demand being made or action being brought against the Purchaser for infringement or alleged infringement of letter's patent/ License Agreement in respect of any machine plant, computer hardware/software / works or thing used or supplied by the bidder under this contract or in respect of any method used or worked or handed over by the bidder, the Purchaser shall notify the bidder immediately any claim made and bidder shall be at liberty if he so desires with the assistance of the Purchaser, if required but at the bidder's own expenses to conduct all negotiations for settlement of the same or by litigation that may arise there from and provided that no such machine plant/computer hardware / software / works or things shall be used by the Purchaser for any purpose or in any manner other than that for which they have been supplied by the bidder and specified under this contract.

2.17. LIABILITY FOR ACCIDENT & DAMAGES

2.17.1 The bidder shall be responsible for the loss of life/accidents/damages or depreciation to the equipment upto the currency of the contract.

2.18. DEATH, BANKRUPTCY

2.18.1 If the bidder dies or commits any act or Bankruptcy or being a corporation commences to wind up except for reconstruction purpose or carryon its business under a Receiver, the Executors, Successors or other representatives under the law of the state shall forthwith give notice thereof in writing to Purchaser, for one month during which he shall take all reasonable steps to prevent stoppage of work and have option of carrying out the contract, subject to his or their providing such guarantee as may be required by the Purchaser by not exceeding the value of the work for the time being remained/ unexecuted. In the event of stoppage of the work, the period of the option under this clause shall be 14 days only, provided that above option to the contract not being exercised, by the bidder and Purchaser/Purchaser by notice in writing may exercise the same power, which the supplier could exercise and shall have the same right which under the last proceeding clauses if the work had been taken out of the bidder's hand under this clause.

2.19. Black Listing AND EMD FORFEITING

2.19.1 DTL may decide to black-list firms or ban business with them, for specified time, based on facts and circumstances of the particular case generally on the following grounds:

- (i) Corrupt or Fraudulent practices resorted to by Contractor including mis-representation of facts.
- (ii) Willful indulgence by the Contractor in supplying sub-standard material irrespective of whether pre-dispatch inspection conducted by DTL or not.
- (iii) Repeated use of delaying tactic in fulfilling contractual obligations willfully.
- (iv) Established litigant nature of the contractor to derive undue benefit.
- (v) Poor performance in one or more contracts.

2.20. CONDITION OF SITE AND LOCATION

2.20.1 Before quoting, the bidder may inspect the locations as mentioned in the annexure [B] to fully acquaint himself about the condition. No claim whatsoever on such account shall be entertained by employer in any circumstances.

2.20.2 The bidder shall be solely responsible & shall ensure due compliance with the entire legal requirement concerning the workman employed by him under the provision of applicable

labour and other legislations. In the event of the bidder committing any fault resulting in employer being required to insure any liability of expenses or employer being required to pay for any notice/summoned in this respect the same shall be entitled to recovery from the bidder for liability attached to it due to any proceedings.

2.21. TERMINATION OF CONTRACT

2.21.1 Purchaser reserves the right to terminate the contract after giving 2 week 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 case the security deposit shall also be forfeited without prejudice to right of the Purchaser to take any other action to recover any loss suffered by the Purchaser due to non-performance of the contract.

2.22. ADHERENCE TO FACTORY AND PAYMENT OF WAGES ACT

2.22.1 (a) No labour below 18 years of age limit shall be employed on the work and labour so employed must be able-bodies person.
(b) Bidder shall not pay less than fair wages to laborers engaged by him on the work. The bidder is bound to adhere to factory act, payment of minimum wages, Act as applicable during the pendency of the contract. If the bidder fails to pay according to minimum wages Purchaser shall be at liberty to pay to the workers directly and deduct the amount from the running bills of the bidder. The bidder shall be responsible for observing all acts and Rules under the latest factory Act/wages Act, Workman Compensation Act and amendment of these from time to time. Any breach shall be deemed to be breached of this contract.

2.23. INSURANCE

2.23.1 The bidder at his own expense shall carry out & maintain insurance cover like the workmen compensation and shall also indemnify and hold Employer harmless from liabilities whatsoever on this account. The bidder shall ensure compliance of all statutory and mandatory requirements including all labour laws requirements.

2.24. WORKMEN'S COMPENSATION INSURANCE

2.24.1 The insurance shall protect the contract against all claims applicable under the Govt. of India Workmen's Compensation Act, 1948. This policy shall also cover the bidder against claims for injury, disability, disease or death of his or his sub-bidder's employees, which for any reasons are not covered under the workmen's compensation act 1948. The liabilities shall not be less than:

Workmen's Compensation – As per statutory provisions.

Employee's liability – As per statutory provisions.

The insurance cover may be taken with the Indian companies.

SECTION- IV

SPECIAL CONDITIONS OF THE CONTRACT
(SCC)

SECTION - IV
SPECIAL TERMS & CONDITIONS (SCC)

1. Background

- 1.1. The Delhi Electric Vehicles Policy (hereinafter called the 'policy') vide Cabinet Decision No.2796 dated 23.12.2019, approved by the Council of Ministers, was notified by the Government of the National Capital Territory of Delhi (hereinafter referred to as GNCTD) on 07.08.2020. The policy seeks to put in place a comprehensive set of measures for giving impetus to the adoption of Electric Vehicles (EV) in Delhi.
- 1.2. Providing accessible public charging facilities within 3 km travel from anywhere in Delhi is a key objective of this policy. For this, bidders are invited to set up charging and battery swapping stations at 100 Concessional Locations across Delhi.

2. Definitions

- 2.1. **Bidder:** Entity, Consortium or Joint Venture (JV) which is eligible to bid for the concessional locations in this tender as per the eligibility criteria laid down in Section [5].
- 2.2. **Concessionaire:** Entity, Consortium or Joint Venture (JV) which has won the bid for operating and maintaining PCS for the concessional locations under this NIT for the lease period as mentioned in Section [4]
- 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 (primarily 2 & 3 wheelers) can be swapped for a fully charged battery. For the purpose of this tender, a BSF should have a minimum capacity of 15 battery swapping docks and ability to service at least 2 vehicles of different vehicle original equipment manufacturers (OEMs) registered with the GNCTD for EV purchase incentives.
- 2.6. **Slow Charger:** A slow charger includes AC-001 and any charger (AC or DC) that delivers a maximum output power of 3.3 kW per charging point, is compliant to the technical and safety standards as laid down by CEA, and is type tested by an agency/lab accredited by NABL.
- 2.7. **Moderate/Fast Charger:** For the purpose of this tender, a moderate / fast charger includes DC-001, Type 2 AC (22kW) and any charger that delivers output power between 15 kW - 22 kW per charging point / charging gun as per approved DST/BIS standards whenever notified.
- 2.8. **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 DISCOM will not be accounted for penalty. Therefore, here "Downtime" is accounted for only if there is more than 5% user error rate due to disruption in IT service or faulty equipment. Downtime is measured based on server-side error rate.
- 2.9. **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.

- 2.10. **Electricity Tariff:** Refers to the cost of electricity including tariff associated charges viz. regulatory surcharges, electricity tax, pension trust charges, PPAC etc. as charged by the DISCOMs. The Concessionaire can pass through the Electricity Tariff to the EV users of PCS as is.
- 2.11. **Operationalization:** Means that EV users have unrestricted access to the charging station and are able to charge their vehicles.
- 2.12. **Operating Time:** means the period during which charging can be carried out at a charging station (by default this is possible 24/7).
- 2.13. **Package of sites (Package):** Refers to a group of concessional locations bundled together as mentioned in Annexure [B]. A bidder will be required to submit a bid for an entire Package of sites.
- 2.14. **Service Charge:** Service charge is the fee, excluding electricity tariff, time based penalty, and GST, which the concessionaire charges a user for charging an EV at a PCS. Irrespective of the charging criteria (per unit or as per subscription plan). the bill invoice to the consumer must include all cost components as mentioned in Annexure [E].
- 2.15. **Time based penalty:** Refers to the penalty charged from a EV user for keeping the vehicle plugged beyond 80% State of Charge (SOC) or parking in the space allocated for EV charging while not connected to a charger. The penalty is optional and can be levied by the concessionaire to discourage the EV user from occupying the charger for longer periods of time than required and thereby denying the opportunity for other EV users to charge their vehicles.

3. Scope of Work

The Scope of Work for the Concessionaire shall be as under:

- 3.1. Concessionaire shall be responsible for Installation, Operation and Maintenance of Public Charging Stations (PCS) / Battery Swapping Facility (BSF) for the designated lease period as per parameters laid down in any section of this tender document on pre-selected locations in the administrative region of the Government of National Capital Territory of Delhi.
- 3.2. Pre-designated area on each location will be provided to the Concessionaire for installation, operation and maintenance of the EV charging stations. The minimum mandates for each site and for each package of sites are as mentioned in Section [3.5]. The numbers of days within which these minimum requirements must be fulfilled are as mentioned in Section [3.5]. Over and above these minimum requirements, the bidder can install any combination of charging stations or battery swapping facility as long as they conform to the parameters laid down in any section in this tender document,
- 3.3. No additional commercial activity other than charging of Electric Vehicles will be allowed at the concessional location.
- 3.4. The safety and security of the vehicles that are utilizing the charging facility will be the responsibility of the Operator.
- 3.5. The charging infrastructure should be operationalized within the following period:
 - 3.5.1.1. Mandated slow charger PCS at each site: Within 45 days of signing of the concession agreement. The minimum mandated slow charger PCS for each site is as mentioned in Annexure [C],
 - 3.5.1.2. Mandated moderate/fast charger PCS for each package: Within 45 days of signing of the concession agreement. The minimum mandated moderate/fast charger for each Package is as mentioned in Annexure [C]

- 3.5.1.3. Minimum number of mandated PCS at each site: Within 120 days of signing of the concession agreement. The minimum number of mandated PCS for each site is as mentioned in Annexure [C].
- 3.5.1.4. For Battery Swapping Facility: Within 180 days of signing of the concession agreement.
- 3.6. In exceptional circumstances, on a written request from the Concessionaire for extension of period of operationalization, together with adequate justification thereof, the State Nodal Agency (DTL), may consider such request, and permit suitable extension,
- 3.7. The concessionaire must apply for an electrical connection within 2 days of the signing of the concession agreement. The DISCOMS must provide requisite connections as mandated by the Grant of connectivity DERC (Supply Code and Performance Standards) Regulations, 2017 as amended from time to time. The State Nodal Agency will support the concessionaire in taking up early release of the electricity connection with the respective DISCOM
- 3.8. Upon ensuring operationalization of any aspect of the charging infrastructure as delineated in Clause 3.5.1 to 3.5.4, the Concessionaire must provide a declaration stating the operationalization of the said mandate to the State Nodal Agency, failing which the Concessionaire will be deemed to be in violation of the mandated period of operationalization
- 3.9. The concessionaire should clearly define modes of payment by users of public charging stations that must include payment by cash, card, ONE Delhi card and through phone banking authorized mobile application.

4. Lease Period

- 4.1. The Concession agreement will be initially valid for a period of 60 months from the date of operationalization of all mandates as mentioned in Section [3]. The Lease Period can be further extended for another 24 Months based on mutually agreed terms between GNCTD and the Concessionaire.
Upon the end of the lease period, the Concessionaire will be allowed to take ownership of the charging infrastructure assets after ensuring NOC from Land Owning Agency and DISCOMS.

5. Eligibility Criteria for Bidders

- 5.1. The bidder should be a registered company under Company Act 2013 or a partnership firm.
- 5.2. Entities may submit their bids in a consortium. Such a consortium shall be required to identify a lead member. In such a case, any subsidy shall be disbursed to the lead member of the consortium on behalf of the consortium as a whole. No entity can be a part of multiple consortiums. Formation of Joint ventures is also allowed. All entities of the consortium and JV must be a registered company as stated in Clause 5.1
- 5.3. The Bidder or any member of a JV or Consortium must fulfill any of the following eligibility criteria:
 - 5.3.1. operators of public charging stations with ongoing experience of operating and maintaining public or captive charging points across at least 4 locations and a total of at least 20 charging points over a period of at least one year as on the date of the publication of NIT
 - Or
 - 5.3.2. operators of public battery swapping facilities with ongoing experience of operating and maintaining battery swapping facility across at least 4 locations and a total of at least 30 battery swapping docks as on the date of the publication of NIT

Or

5.3.3. manufacturers of EVs, Advanced Chemistry batteries or EVSE with operations in India for a period of at least one year as on the date of the publication of NIT

Or

5.3.4. fleet operators (including delivery service providers) with a minimum fleet size of 30 vehicles, with operations in India for at least one year in existence and operations for a period of at least 3 (three) years as on the date of the publication of NIT

Or

5.3.5. Any DISCOMs of India can participate in the tender without the condition of one year of experience however Delhi based DISCOMs will be eligible for bidding subject to income, operating Or capital expenses related to the operation of public charging infrastructure not being included as part of ARR petitions or considered for the purpose of determining Tariff Orders by DERC

5.4. For proof of eligibility under clause 5.3.1 and 5.3.2., the bidder will be required to submit all of the following:

5.4.1. Self-declaration of installation and operation of the minimum required charging points or battery swapping facilities under clause 5.3.1 and 5.3.2,

5.4.2. Attestation by site owner that the charging points or battery swapping facilities declared under clause 5.4.1 have been installed and are operational

5.5. The Bidder shall have a net worth (for JV or consortiums combined annual turnover) of at least INR 3,00,00,000/- (Three Crores) for per package at the time of submitting the bid. Start-ups recognised by the Department for Promotion of Industry and Internal Trade (PIT) of the Ministry of Commerce and Industry, Government of India should have a net worth of INR 1,50,00,000 (1.5 crores) for per package at the time of submitting the bid. Start-ups will also be allowed to present a commitment of INR 1,50,00,000/- (1.5 crores) from shareholders in lieu of proof of net worth. The Performa for presenting such a commitment from shareholders is as given in Annexure [D].

5.6. The net worth of the bidder for the last three financial years should be positive i.e., total assets less total liabilities shall be positive. Start-ups as defined in Clause 5.5 are exempt from this requirement.

5.7. As on date of submission of the bid, the Bidder shall not be Central Government Department or Central State PSU blacklisted by any State

5.8. Earnest Money Deposit (EMD) & other physical documents as mentioned in Section or the document has to be submitted by all bidders

6. About Locations

6.1. Locations for setting public charging stations (PCS) will be allotted on concessional basis initially for a Lease Period of years with clearly demarcated service level agreements as delineated in Section. The Lease Period can be further extended for another 24 Months based on mutually agreed terms between GNCTD and the Concessionaire.

6.2. All costs associated with the installation of upstream electrical infrastructure up to the capacity mentioned against each site in Annexure [C] will be borne by GNCTD. Any costs pertaining to grid up gradation beyond this capacity will be borne fully by the Concessionaire.

- 6.3. The costs associated with civil works on any locations will be the responsibility of the Concessionaire.
- 6.4. GNCTD shall provide a one-time grant of 100% for the purchase of the minimum mandated slow chargers at each location up to Rs. 6000/- per charging point/gun. The one-time grant will be provided to the Concessionaire by Transport Department, GNCTD subject to submission of proof of installation by the Concessionaire.
- 6.5. DTL reserves the right to modify the exact location of any of the sites and offer the Concessionaire a new site in the proximity of the site being replaced. In such a scenario, Concessionaire will be required to fulfil all mandates mentioned in any part of this document on the new site. Care will be taken to ensure that the characteristics of the alternate site are as similar as possible to the site being replaced.

7. Public Charging Infrastructure - Mandates

- 7.1. Each location should have a minimum number of PCS and a minimum number of slow charger PCS as defined in Annexure [C]. Additionally, there should be a minimum number of moderate/fast charger PCS in each Package of sites as defined in Annexure [C].
- 7.2. The bidder shall submit separate bids for slow chargers and moderate/fast chargers for each Package of sites. The service charge levied on all slow charger PCS and all moderate/fast charger PCS in any Package, including those installed beyond the minimum mandates, should not exceed the winning bid price of the slow and moderate / fast charger PCS of that package, irrespective of the charging criteria.
- 7.3. Over and above the mandated slow and moderate/fast PCS, the Concessionaire can install any combination of AC or DC chargers which meet the standards defined as per Ministry of Power (MOP) Notification vide No 12/2/2018-EV dated 1st October 2019 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,
- 7.4. For chargers which do not fall under the definition of slow and moderate/fast charger as defined in Section [2], the Concessionaire is free to fix the service charge.
- 7.5. For example, for Site A in Annexure which falls in Package [], the minimum number of mandated slow charger PCS is []. The bidder will be obliged to levy not more than L1 (slow charger PCS) for which the bid was won for Package [] as service charge for all slow charger PCS installed on any site in the Package. Similarly, Concessionaire will be obliged to levy not more than L1 (moderate/fast charger PCS) for which the bid was won for Package [] as service charge for all moderate/fast chargers installed on any site in the Package. For all the other chargers (irrespective of charger type) and battery swapping facility at any location in the Package, the bidder is free to fix the service charge.
- 7.6. The bidder can increase the service charge on slow chargers and moderate / fast chargers on a YoY basis to account for inflation but such an increase should not exceed 5% within the span of 1 year.
- 7.7. The bidder can either build the BSF itself or can subcontract the same to a BSF provider as long as the sub-contractor fulfils the eligibility criteria in clause 5.3.2. The terms of such sub-contracting shall not be subject to any provision under which concessional locations have been allotted to the bidder by GNCTD. Additionally, Consortiums can be formed to submit bids. However, any member of a Consortium cannot submit additional bids as an individual entity.

All consortium partners are individually and severally responsible for fulfilment of all the terms and conditions of the contract. All Consortiums must provide an agreement which:

- 7.7.1. Lists all the members of the consortium,
- 7.7.2. Identifies the lead member of the consortium
- 7.7.3. States the tenure of the consortium which should be equal to or more than the lease period as defined in clause 4.1.
- 7.7.4. Indemnifies DTL or GNTCD from any conflicts or disagreements arising between the members of the consortium.
- 7.8. If a Consortium wins the bid, the concessional locations will be issued in the name of the lead member of the Consortium. Additionally, all relevant deposits like EMD and Bank Guarantees shall be deposited by the lead member. All relevant incentives will also be transferred to the lead member.
- 7.9. The minimum mandates for each location, as defined in Annexure [C] should be operationalize in the period defined in Clause 3.5. The failure to operationalize the mandates will lead to weekly penalty at the rate of INR 15,000/- for each site up to a maximum of INR 1,50,000/- per site.
- 7.10. The concessionaire must submit an operationalization plan the packages it has won the bid for within 28 days of the announcement of bid result
- 7.11. PCS should be made operational only after requisite clearances are obtained as per CEA Regulations 2019.
- 7.12. All charging stations must adhere to the common branding guidelines as outlined in **clause 19-Public Charging Infrastructure - Branding Guidelines** of this tender document.

8. Charging Station Functionalities:

The concessionaire must ensure the following:

- 8.1. User functionalities
 - 8.1.1. Charging station must support at least the following functionalities for EV users:
 - 8.1.1.1. Location of charging station (Address of the charging station along with the GPS coordinates)
 - 8.1.1.2. Charging station operating hours
 - 8.1.1.3. Type of chargers and batteries (for swapping at the charging station)
 - 8.1.1.4. Availability of slots at charging station (Whether the EVSE is connected to an EV or not)
 - 8.1.1.5. Availability of charged battery at battery swapping facility
 - 8.1.1.6. Waiting time and option for booking a slot in case of congestion (Whether the charger is available or booked for particular slots)
 - 8.1.1.7. Cost to the consumer for all types of chargers in a location
 - 8.1.1.8. Fare structure for swapping all types of batteries available at the B5.
 - 8.1.1.9. Authentication methods available (at least 2 methods: app-based and RFID cards)
 - 8.1.1.10. Option to lodge a complaint for non-functioning charging station
 - 8.1.1.11. Payment methods available
 - 8.1.2. The licensee should use an authorized IOS (Internet of Services), IT services to fulfill the requirements in the aforementioned point. The EV user must be able to access these services through a mobile application, including the ability to make payment through the mobile application.

8.2. Communication Requirements

8.2.1. Digital Communication Between the EVSE and the EV

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

8.2.2. Digital Communication between the EVSE and the Charger Management System

The communication between any charger and the charger management system of the Concessionaire must mandatorily use the communication protocol OCPP 16 or higher version compatible with OCPP 16 or IEC 61850-90-8. The interface between the charger and Concessionaire 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.

8.2.3. Digital Communication between the Charger Management System and the DISCOM:

The communication between EVSE and DISCOM shall be OSCP 10 or (OpenADR + IEEE 2030.5) or IEC 61850-90-8 protocol or higher version of these protocols as and when notified by DTL. The Concessionaire must have provision for the data to be made available for the DISCOM or an external agency as and when notified by DTL,

8.2.4. Digital Communication between different Charging Stations:

The Concessionaire shall make provision for communication with other Charging Stations if required or as and when notified by DTI, 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.

8.3. The Concessionaire must make provision that the following information would lo made available to its respective DISCOM on a regular basis as agreed upon by respective DISCOM:

8.3.1. Peak hours of charging EVs

8.3.2. Real-time power consumption from charging from each charge point (using smart meters)

8.3.3. Session - Start & Stop for each charger (Timings & Duration)

8.3.4. Instantaneous current flow to EV

8.3.5. Instantaneous AC RMS supply voltage

8.3.6. Instantaneous active power imported by EV (W or kW)

8.3.7. Instantaneous reactive power imported by EV (var or kvar)

8.3.8. Instantaneous power factor of total energy flow

8.3.9. Charger ID

8.3.10. Location (GPS coordinates)

8.3.11. Emergency Stop (along with reasons), if any

8.3.12. Frequency of any voltage fluctuation issue

9. Information to be submitted to Open Database:

9.1. The licensee must make provision that the following information would be made available to the open database managed by DTL. The data standards for the data to be submitted is provided in Annexure [F].

9.1.1. Station level data

9.1.1.1. Name of the charging station

9.1.1.2. Location (latitude, longitude)

- 9.1.1.3. Operator name and contact details. URL
- 9.1.1.4. Modes of payment accepted
- 9.1.1.5. Maximum Number of Vehicles that can be charged simultaneously
- 9.1.1.6. Advance booking availability
- 9.1.1.7. Operating hours and days
- 9.1.1.8. Operating status operational or upcoming)
- 9.1.1.9. Fare structure Price (INR per kWh or INT/main or combination of both) per battery swapped
- 9.1.1.10. 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
- 9.1.2. Charging unit level data
 - 9.1.2.1. ID of the charging unit
 - 9.1.2.2. Type of charging gun along with quantity of each and the capacity of each charging gun
 - 9.1.2.3. Capacity of battery swapping facility number of batteries and charging capacity of each battery
 - 9.1.2.4. Operating status - Connected or Available or Out of Service
 - 9.1.2.5. Maintenance alerts
 - 9.1.2.6. Usage statistics- timestamps of charging usage
 - 9.1.2.7. Power consumption- Separately for coach charging point and battery swapping facility
 - 9.1.2.8. Availability of slots for reservation

10. Safety Norms

- 10.1. 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:
 - 10.1.1. Safety provisions for charging stations vide schedule XVI of the CEA (Technical Standards for Connectivity of Distributed Generation Sources) Regulations, 2013
 - 10.1.2. Bidder() 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
 - 10.1.3. Use the armoured type cable from the PCS to Electric Vehicle and maximum length shall be restricted to 5 metres
 - 10.1.4. PCS should be installed so that any socket-outlet of supply is at least 800m above the finished ground level.
 - 10.1.5. Protection against the overload of the charging supply and incoming supply fittings must be provided.
 - 10.1.6. 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
 - 10.1.7. Shall be supplied from a dedicated final sub circuit
- 10.2. The bidder 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, utilization of space for other commercial purposes, displaying advertisements etc.

11. Billing and payment requirements

- 11.1. **Metering** - Smart metering as per Indian standards must be ensured for power consumption by EV chargers at the EV charging station Separate metering must be ensured by the bidder for other associated purposes such as office of EV Charging station, public amenities, consumption of other equipment etc. Tariff as applicable to Non-Domestic category shall be applicable to the same as per DERC tariff regulation.
- 11.2. **Billing** - Billing must be as per ToD tariff as per DERC Tariff regulation. The EV user must be provided with a bill stating the cost distribution as delineated in Annexure [E].
- 11.3. **Payment**- BHIM, UPI, NFC, RFID and mobile wallet/App based compliant mobile application payment.

12. Bidding Process and Evaluation Criteria

- 12.1. Bidder will be presented with sites bundled into packages. The list of sites in each package is as mentioned in Annexure [B]
- 12.2. The bidder will have to bid a single (common) service charge for the minimum mandated slow chargers and a separate single (common) service charge for the minimum mandated moderate / fast chargers in a package of sites.
- 12.3. There is no restriction on the number of packages for which a bidder can place a bid for. However, no bidder will be allotted more than 3 packages of sites.
- 12.4. L1 for any particular package of sites (hereinafter called LI (package) will be declared winner for that package.
- 12.5. L1 will be the summation of service charge bids received for slow and moderate/fast chargers. $LI(\text{package}) = LI(\text{slow chargers} + \text{moderate fast chargers})$,
- 12.6. The bids will be opened in the sequence as mentioned in Annexure [B]. Any bidder who has won three packages will not be considered for the subsequent opening of bids.
- 12.7. There is no restriction on the number of bids a package must receive for the bid for that package to be opened
- 12.8. In case of a tie in L1 (package) between two bidders, the bidder with the experience of operating and maintaining more number of charging stations (public and/or captive) at the time of the publication of NIT will be declared the winner. The bidder will have to present proof of operation and maintenance of charging stations as described in clause 5.5. If both the bidders do not have any experience of operating and maintaining charging stations (public and/or captive), then the bidder with more number of years of experience in their respective domain under which they became eligible to bid (Section [5]) will be declared the winner.

13. Payment Terms to Site Owning Agency

- 13.1. The Concessionaire will sign a contract (as per Annexure [IX]) with the site owning agency detailing the payment terms. The revenue sharing shall be done directly between the land-owning agency and the Concessionaire. As per the provisions of tripartite agreement all the disputes regarding land related matters shall be resolved mutually between the land-owning agency and the Concessionaire.
- 13.2. The payment terms between the Concessionaire and the site owning agency is fixed at INR 0.70/kWh of power sold through the public charging stations and battery swapping facilities
- 13.3. DISCOM will provide details of the power used to both the concessionaire as well as the site owning agency. The Concessionaire will provide the entire bill amount to the

DISCOM, which will ensure payment of the requisite amount to the site owning agency. The payment will be made on a monthly basis and the payment for any month must be made before the 7 of the following month through e payment or electronic clearance system. For this the site owning agency shall have to provide the below mentioned details to the DISCOM

- 13.4. Site owning agencies can escalate non-payment of dues by the concessionaire to the State Nodal Agency (DTL) for requisite action, which includes but is not limited to encashing the performance security submitted by the concessionaire.

14. Service Level Agreement (SLA)

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

- 14.1. The Concessionaire must ensure a Monthly Uptime Percentage of 98% (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 98% of the time in any calendar month.
- 14.2. Each PCS must be operational for at least 16 hours a day and for all days of the year including holidays.
- 14.3. Faulty charging equipment should be repaired and/or replaced within 24 hours of the complaint.
- 14.4. Concessionaire must replace malfunctioning firmware as well as provide any additional feature request at no extra cost.
- 14.5. The Concessionaire should provide system availability and response time report upon request by DTL and or any authorized/designated institution.
- 14.6. Concessionaires should take corrective actions for any and all discrepancies, violations, or deficiencies within 15 calendar days.
- 14.7. Concessionaires 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.
- 14.8. Concessionaire may disconnect its services to the user in case of:
- 14.8.1. asset misuse (physical damage to the charging equipment/tampering/theft attempt) that adversely affects Operator's services to other customers,
 - 14.8.2. default in payment as per the subscription plan,
 - 14.8.3. violation of service contract,
- 14.9. Concessionaires should allow user-initiated cancellation of its subscription services and refund any security deposit or wallet credits within 7 working days from the date of approval of cancellation application.
- 14.10. Concessionaires should follow applicable regulations with regards to protection of any KYC or personal information collected during application.
- 14.11. Concessionaires 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.
- 14.12. The Concessionaire will provide a monthly report to DTL on all the SLAS listed under Section 14. If clause 14.1 or 14.2, or more of any of the SLA violated for two consecutive months, then the Concessionaire will be penalised by DTL. This penalty would amount to INR 10,000 subject to a maximum of INR 1,00,000 per site, post which DTL reserves the right to cancel the contract of the concessionaire for the entire package. DTL, at its discretion, may choose to ascertain the veracity of the monthly report submitted by the Concessionaire.

15. SLA for BSF

The bidder must adhere to the following Service level agreements with respect to all BSF in a Package:

- 15.1. BSF should be operational at least 16 hours a day and for all days of the year including holidays.
- 15.2. Concessionaire should ensure availability or uptime of the swapping station/equipment at least 98% of the operational hours per day.
- 15.3. The Concessionaire shall provide a monthly report to DTL highlighting the number of non-operational hours, as defined above. At any time, the number of non-operational hours (excluding the non-operational hours due to disruption in power supply from the DISCOM) over the past 3 months exceeds [15] days, DTL reserves the right to penalize/cancel the contract.
- 15.4. Each Concessionaire shall provide batteries with a minimum assured usable capacity of batteries in kWh which should be specified clearly in the subscription plan information and clearly displayed at partner OEM dealerships, operating sites and in its user interface system (app, customer portal, etc.). The specifications of the batteries swapped and the assured usable battery capacity (kWh) should be shared with customers in the concerned invoices.
- 15.5. Concessionaires should have relevant certified measurement equipment at the infrastructure site to measure the minimum assured capacity at any given point of time.
- 15.6. Concessionaires should be able to enrol/onboard a new customer within 48 hours of valid and complete application (subject to availability of compatible vehicle) along with KYC information and security deposit if any.
- 15.7. Concessionaires 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 list of compatible vehicle models, the pricing information and contact details of its customer care service.
- 15.8. Concessionaires should enable payment mechanisms (to pay for the services) through at least 4 channels such as cash (mandatory), credit card, ONE Delhi card, debit card, net banking, mobile wallets, UPI.
- 15.9. Concessionaire could disconnect its services to the user in case of:
 - 15.9.1. asset misuse (battery physical damage/tampering theft attempt) that adversely affects Concessionaire's services to other customers
 - 15.9.2. default in payment as per the subscription plan
 - 15.9.3. violation of service contract
- 15.10. Concessionaires should allow user-initiated cancellation of its subscription services and refund any security deposit or wallet credits within 7 working days from the date of approval of cancellation application,
- 15.11. Concessionaire should follow applicable regulations with regards to protection of any KYC, personal information and financial information collected during application.
- 15.12. The Concessionaire will provide a monthly report to DTL on all the SLAS listed under Section 15. If clause 15.1. or clause 15.2, or more of any of the SLAs is violated for two consecutive months, then the Concessionaire will be penalised by DTL. This penalty would amount to INR 10,000 subject to a maximum of INR 1,00,000 per site, post which DTL reserves the right to cancel the contract of the concessionaire for the entire package. DTL, at its discretion, may choose to ascertain the veracity of the monthly report submitted by the Concessionaire

16. Electricity

- 16.1. The Concessionaire(s) shall be responsible for all electricity costs of the PCS by obtaining separately metered electricity service. DISCOM shall reasonably cooperate with contractor/bidder efforts regarding the provision of electricity to the charging station. Neither DTL nor bidder has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the PCS, unless the cause of the interruption is covered by the party's indemnity. If there is disruption of power supply due to unscheduled power cuts from the DISCOM during the operational hours of a charging station, the DISCOM will have to pay the penalty to the bidder as notified by DERC.
- 16.2. The Concessionaire must ensure that the following rules and timely amendments) are followed during the operation and maintenance of the PCS and battery swapping facility.
- 16.2.1. Indian Electricity Act 2003 - any rules/amendments pertaining to EV charging stations and battery swapping stations.
- 16.2.2. CEA (Measures relating to Safety & Electrical supply) Regulations 2010 and its subsequent amendments.
- 16.2.3. Ministry of Power (MoP) Notification vide No 12/2/2018-EV dated 1 October 2019 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 the section of this tender document shall prevail

17. SLA Exclusions

This SLA does not apply to any services that expressly exclude this SLA as stated in the documentation for such services) or any performance issues.: (a) caused by force Majeure" or (b) that resulted from licensee's /contractor/bidder(s) equipment or third-party equipment, or both (not within the primary control of bidder(s))

18. Other requirements

- 18.1. The concessionaire shall remove and dispose of all excess construction material, waste material, unused fill or other debris left over from excavation or construction, and upon completion of work.
- 18.2. The concessionaire shall post installation, test the chargers installed and provide a test report of meeting all the requirements from the certified engineers/ authority to DTL. Testing and verification of all the components of Electric Vehicle and Charging Stations, like battery, motor, power electronics, etc should be done by accredited labs in India.
- 18.3. The charging station must be tested to ensure all on-site and communication connections are working to the specifications of the unit.

19. Public Charging Infrastructure - Branding Guidelines

The Government of NCT of Delhi has introduced the Delhi EV Policy with the aim of encouraging the adoption of electric vehicles with the long-term goal of bringing about a material improvement in Delhi's environment by bringing down emissions from the transport sector. Public charging stations are integral units of the city's EV infrastructure and consist of multiple charging bays. For higher salience and ease of recognition among all EV users across Delhi, all the Public charging stations should have a common look and feel. To maintain

uniformity, branding, and design of the charging stations should be done as per the guidelines suggested below.

General guidelines-

- 19.1. **Colour palette:** Brand colors to be used for any communication at the Charging station shall be defined by GNCTD and the exact colour palette will be predefined. Any collateral must strictly make use of the pre-defined palette. Exact colour palette details will be provided by GNCTD at the stage of the signing of the contract agreement with the Concessionaire.
- 19.2. **Logos and images:**
 - 19.2.1. All collateral will have standardized elements such as the Delhi Government logo, the logo of GNCTD's EV campaign, etc.
 - 19.2.2. The creatives for the logos will be provided by the Delhi Government along with guidelines pertaining to their use at a later stage.
- 19.3. **Materials to use and not to use - Recommended guidelines:**
 - 19.3.1. Materials used throughout the construction of the charging station should reflect the eco-friendly nature of Electric Vehicles.
 - 19.3.2. Avoid using concrete as much as possible as the material
 - 19.3.3. Natural materials like bamboo and wood should be used as much as possible.
 - 19.3.4. Luminescent paint should be used to facilitate better visibility.
 - 19.3.5. Any stickers used should be reflective in nature
- 19.4. **Charging bays:**
 - 19.4.1. A charging bay is a key area for charging the vehicle. At each changing 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.
 - 19.4.2. Slow charger should be mounted on a white panel of approximately 5ft height and 2ft width Standardized elements as defined in section 2,1 above should be clearly and prominently displayed on this panel.
 - 19.4.3. On the panel of non-slow chargers too, the standardized logo of the Delhi government and its EV campaign must be displayed, as provided by the Delhi Government 44 For the charging bay floor area, the pavement will need to be coloured green as per the design given by the Delhi government.
- 19.5. **Canopy:**
 - 19.5.1. Every Charging Point should be covered by a canopy to protect it from adverse weather conditions. The canopy design shall be standardized by the Delhi government and design details of the same shall be shared at the stage of the signing of the contract agreement with Concessionaire.
 - 19.5.2. The canopy should be clearly signposted with the Charging point description and should include standardized elements as defined in section 2.1 above.
 - 19.5.3. The canopy roof should be made of transparent polycarbonate sheets or glass and the pillars should be made of stainless steel.
- 19.6. **Tower:**
 - 19.6.1. 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.
 - 19.6.2. The tower should be about 20 feet in height with white backlit background light.

19.6.3. The tower design details and specifications shall be shared at the stage of the signing of the contract agreement with Concessionaire.

19.7. Lighthouse/Totem:

19.7.1. Lighthouse refers to a tower of approximately 50 ft height which will be mounted with an illuminated standardized logo for every Charging station - the details of which shall be provided by the Delhi government.

19.7.2. The purpose of this tower is to facilitate easy discoverability of the Charging Station from a distance. Hence, it should be installed in an area of high visibility.

19.8. Entry and exit gates of the Charging Stations/ Navigation Signages:

19.8.1. Entry and exit gates should have a welcome and thank you message respectively for customers along with the standardized elements as per Section 2.1 above.

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

19.8.3. Design details of all these signposts shall be provided by the Delhi government.

19.9. Charging Station staff uniform

19.9.1. Concessionaires shall provide all charging station staff with t-shirts and caps as a uniform with standardized design as per the specifications to be provided by the Delhi government

19.10. Charging Station banner

19.10.1. The charging station will have a banner in a standard design as provided by the Delhi government which can include the name of the Concessionaire. The banner will be prominently located at an area of high visibility near the entrance of the charging station.

19.11. Greenery

19.11.1. The Switch Station should have a hedge between two parking/charging bays and a running hedge along the periphery

19.11.2. Between any two EVSEs, potted plants should be kept. Tall rubber plants and Areca Palms are recommended

Part – II

SECTION-I

TECHNICAL SPECIFICATIONS (TS)

All the charging infrastructures will be established as per Ministry of Power Notification vide No. 12/2/2018-EV dated 1st Oct. 2019 on the subject “Charging Infrastructure for Electrical Vehicles – Revised Guidelines and Standards-reg”, and CEA (Measures relating to Safety & Electrical supply) Regulations 2010 and their amendments from time to time.

Part – III

SECTION-I

PRICE BID/SCHEDULE

**SECTION-I
PRICE SCHEDULE**

Tender No.-**Package No:-****Name of Work**

S. No	Description	Unit	Unit rate in Rs. (Exclusive of GST & Electricity Charges)
1	The service charges for the slow charger PCS for each site of the package	Rs. Per KWh	
2	The service charges for the moderate/fast charger PCS for each site of the package	Rs. Per KWh	
3	Total service charges for slow charger and moderate/fast PCS for each site of the package (3=1+2)	Rs. Per KWh	

(Signature of Bidder)

Place.....

status/state of capacity on

Date.....

which the signatory is signing.

SECTION-II

FORMS and ANNEXURES

TENDER FORM /UNDERTAKING

DGM(T) M&S ,
Delhi Transco Limited,
Ist floor, pre-fabricated building,
Rajghat Power House,
New Delhi 110002
Phone/Fax No. 011- 23251274

Dear Sir,

I/We submit this Limited tender in Single-Part bid through manual(offline mode) process as Manufacturer/Authorized dealer/ Supplier/ Services (strike whichever is not applicable) for the **establishing/setting up of charging & battery swapping stations at various Locations under Package – A to J across Delhi** as per schedule given in Tender Documents.

I/We have thoroughly examined the terms and conditions given in the tender document and its annexures and agree to abide by them. The rates at which I/We offer to make supplies have been stated in the Price Schedule. I/We confirm that no other charges would be payable to me/us, except shown in price-schedule.

I/We agree to hold the offer valid for acceptance upto 180 days from the date of opening and shall be bound by communication and acceptance letter dispatched upto the last-day of validity of offer.

I/We further undertake that, this offer shall not be retraced or withdrawn by me/us after the opening of the tender. A Bank Guarantee/FDR/ Banker Cheque /DD/PO bearing no..... dated drawn onfor Rs..... is being submitted herewith as Earnest Money in physical form not later than 12.00 PM on the due date in the office of DGM(T) Material & Services, Ist Floor, Pre-Fabricated Bldg., Rajghat, New Delhi. In the event of my/our tender being accepted for the whole or any part quantity, I/We, agree to furnish the required security deposit.

In case EMD/ Bid Security is in the form of BG, then it should be valid for minimum 240 days from date of opening. (B. G. validity less than 240 days shall not be accepted).

I/we have filled up Annexure-A and Pasted on the Bid Envelope.

The following pages have been added to form of this tender

- i)
- ii)

Yours faithfully,

(Signature of Bidder)

Place.....

status/state of capacity on

Date.....

which the signatory is signing.

	Witness 1	Witness 2
Signature		
Name		
Address		

Name and address of the bidder

.....
.....
.....

Tender No: _____

Name of Work:

Expression of Interest (EOI) for setting up of charging and battery swapping stations at 100 Concessional Locations across Delhi under Package – A to J

INTEGRITY PACT

Between

Delhi Transco Limited

having its Registered Office at Shakti Sadan, Kotla Road, New Delhi -110 002

hereinafter referred to as

“DTL”

and

(Insert the name of the Sole Bidder/Lead Partner of Joint Venture)

having its Registered Office at _____
(Insert full Address)

and

(Insert the name of the Partner(s) of Joint Venture/agent, as applicable)

having its Registered Office at _____
(Insert full Address)

hereinafter referred to as

“The Bidder/Contractor”

Preamble

DTL intends to award, under laid-down organisation procedures, contract(s) for _____ Package

(Insert the name of the package)

and Specification Number _____DTL values full compliance with all relevant

(Insert Specification Number of the Package)

laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/Contractors.

In order to achieve these goals, DTL and the above named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form a part of the bid.

It is hereby agreed by and between the parties as under:-

Section I – Commitments of DTL

- (1) DTL commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of DTL, personally or through family members or relative(s), will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - (b) DTL will, during the tender process treat all Bidder(s) with equity and fairness. DTL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or for the execution of contract.
 - (c) DTL will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process.

The action stipulated in this Integrity Pact is without prejudice to any other Legal action that may follow in accordance with the provisions of the relevant law in force relating to any civil or criminal proceedings.

- (2) If Managing Director obtains information on the conduct of any employee of DTL which is a criminal offence under the relevant Anti-Corruption Laws of India or illegal under the Indian Contract Act or Indian Laws, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II – Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to DTL, or to any of DTL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - (b) The Bidder/Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-Corruption Laws of India, further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by DTL as part of the business relationship, regarding plans, technical proposals and business details, including information of any type contained or transmitted electronically.
 - (d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the bidding.
 - (e) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - (f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of DTL.

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

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

- (1) If the bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, DTL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, DTL may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years and it has to be decided by the Competent authority.
- (3) If the Bidder/Contractor can prove that he has restored/Recouped the damage caused by him and has installed a suitable corruption prevention system, DTL may revoke the exclusion prematurely with the approval of Competent Authority.

Section IV – Liability for violation of Integrity Pact

- (1) If DTL has disqualified the Bidder from the tender process prior to the award under Section III, DTL may forfeit the Bank Guarantee under the Bid.
- (2) If DTL has terminated the contract under Section III, DTL may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V – Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI – Equal treatment to all Bidders/Contractors

- (1) DTL will enter into agreements with identical conditions as this one with all Bidders.

- (2) DTL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII – Punitive Action against violating Bidders/Contractors

If DTL obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if DTL has substantive suspicion in this regard, DTL will inform the Chief Vigilance Officer (CVO).

(*Section VIII – Independent External Monitor/Monitors

- (1) DTL has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, out of which one of the IEMs has been indicated in the NIT.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Managing Director, DTL at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Managing Director, DTL, giving joint findings.
- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, DTL.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of DTL related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality.
- (5) DTL will provide to the IEM information as sought by him which could have an impact on the contractual relations between DTL and the Bidder/Contractor related to this contract.

- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Managing director, DTL and request the Managing Director, DTL to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to DTL and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to DTL.
- (7) The IEM will submit a written report to the Managing Director, DTL within 8 to 10 weeks from the date of reference or intimation to him by DTL and should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Managing Director, DTL a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Managing Director, DTL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) The word '**IEM**' would include both singular and plural.

(*) This Section shall be applicable for only those packages wherein the IEMs have been identified in Section – I: Invitation for Bids and/or Clause 9 in Section –III : Conditions of Contract, Volume-I of the bidding documents.

Section IX – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X – Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of DTL. The Arbitration clause provided in the main tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.

- (4) Nothing in this agreement shall affect the right of the parties available under the General conditions of Contract (CC/GCC) and Special Conditions of Contract (SCC).

- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the CVO/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.
CVO shall be applicable for packages wherein IEM are not identified in Section IFB/BDS of Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract. Volume-I

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

(Signature)_____ (Signature) _____

(For & On behalf of DTL)

(For & On behalf of Bidder/Partner(s) of
Joint Venture/Contractor)

(Office Seal)

(Office Seal)

Name : _____

Name : _____

Designation: _____

Designation: _____

Witness 1 : _____

Witness 1 : _____

(Name & Address)_____

(Name & Address)_____

Witness 2 : _____

Witness 2 : _____

(Name & Address)_____

(Name & Address)_____

Annexure - A

Particulars to be mentioned by the bidder on the face of the Envelope (

To,
 The DGM(T)M&S, DTL,
 1 st Floor, Delhi Transco Limited, Prefabricated building,
 Near HIMADRI, Rajghat Power House,
 Delhi-110002.

Tender No : _____ **Bid submitted for number of packages** _____

Name/subject of work : _____

Due date of opening of tender: _____ **Bid Validity: 180 days**

Detail of Earnest Money (EMD/ Bid Security)	Detail of Tender Fee
Type of EMD/ Bid Security (DD/BG/FDR/PO/e-payment): _____	Type of Tender Fee (DD/PO/e-payment): _____
DD/BG/FDR/PO/e-payment Number: _____	DD/PO/e-payment Number: _____
Amount: _____	Amount: _____
Date of Issue/ Transaction : _____	Date of Issue/ Transaction : _____
Validity date (In case of BG/DD/PO): _____ Maturity Date (In case of FDR): _____	Validity date (In case of BG/DD/PO): _____
Bank Name : _____	Bank Name : _____

In case of category under EMD/ Bid Security exemption, then details of certificate: _____

Submitted By:

Name of Bidder:

Address:

Mobile: **Phone Office:**

E-mail ID:

ANNEXURE –I
DELHI TRANSCO LIMITED

The Techno- commercial terms and conditions of the tender as given in the following format:-

S.No.	Description	
1	Prices Firm (yes/no)	
2	Tender Form/Undertaking submitted. (Yes/No)	
3	Payment Terms accepted as per NIT (Yes/No)	
4	a. Tender Fee deposited (Yes/No)	
	b. Earnest Money deposited (Yes/No)	
5	Earnest Money for each package submitted separately. (Yes/No)	
6	Startup/MSME certificate attached, If applicable (Yes/No)	
7	Validity offered as per NIT (Yes/ No)	
8	Performance certificate & PO attached as per NIT (Yes/ No)	
9	Completion schedule offered as per NIT (Yes/ No)	
10	Integrity Pact submitted in envelope –II (Yes/No)	
11	Agreed for liquidated damages clause as per NIT (Yes/No)	
12	Agreed for security deposit as per NIT (Yes/No)	
13	Inspection clause Agreed as per NIT (Yes / No)	
14	Price bid for each package submitted in separate sealed envelope (Yes/No)	
15	Annual Report (balance sheet and profit & loss account) of last 05 years attached. (Yes / No)	
16	Copy of GST certificate attached (Yes/No)	
17	Copy of PAN attached (Yes/No)	
18	Copy of last year challan of GST deposited in govt. department (Yes/No)	
19	Deviation Statement attached (Yes / No)	
20	Item wise GST rates applicability statement attached (Yes / No)	
21	Undertaking for not indulging corrupt & fraudulent practice (Yes / No)	
22	Section 44AD exemption (Yes / No)	

SIGNATURE OF THE BIDDER
WITH STAMP & DESIGNATION

ANNEXURE –II
CHECK LIST FOR THE TENDER

(To be submitted by the Bidder with techno-commercial offer of tender)

Note : Replies against each item should be complete without any ambiguity. Terms such as refer covering letter etc. shall not be acceptable unless the replies / information are specific and complete.

Serial	Clause No		
A.	TERMS AND CONDITION		
1	Do you agree to all clauses of General Conditions of our tender documents?	:	Yes/No
2	If you do not agree to any/all the clauses, please state clearly the clause which you do not agree and state the modification in respect of clauses of which you do not agree.	:	Yes/No
3	Do you agree to furnish security deposit if order is placed with you?	:	Yes/No
4	Whether agreeable to DTL's liquidate damages clause for late completion of work.?	:	Yes/No
5	Any further particulars not otherwise covered in the tender specifications submitted physically?	:	Yes/No

Place.....

Date.....

SIGNATURE OF BIDDER
ALONGWITH NAME AND DESIGNATION

ANNEXURE-III
TECHNICAL DEVIATIONS

In this annexure bidder shall indicate clause wise deviations from tender document.

Serial	Clause No	Details of Deviation	Reasons/Justifications for Deviation	Cost of withdrawal
1				
2				
3				
4				
5				
6				

SIGNATURE OF THE BIDDER

PLACE

DATE

STAMP/SEAL

ANNEXURE-IV
COMMERCIAL DEVIATIONS

In this annexure bidder shall indicate clause wise deviations from tender document.

Serial	Clause No	Details of Deviation	Reasons/Justifications for Deviation	Cost of withdrawal
1				
2				
3				
4				
5				
6				

SIGNATURE OF THE BIDDER

PLACE

DATE

STAMP/SEAL

ANNEXURE –V

UNDERTAKING FOR NOT INDULGING CORRUPT & FRAUDULANT PRACTICE

We declare that all the documents submitted or would be submitted by us in this tender are/would be genuine, and in case any discrepancy is found in the declaration/documents submitted by us at any stage, action can be taken against us as deemed fit by DTL.

We further declare that in the submission of this tender no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.

We acknowledge the right of the employer, if he finds to the contrary, to declare, our tender to be non-compliant and if the contract has been awarded to declare the contract null and void.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

ANNEXURE – VI**DETAILS OF EXPERIENCE**

S.NO.	NAME & ADDRESS OF ORDERING AUTHORITY	ORDER CONTRACT NO. AND DATE	PARTICULARS OF WORK ORDER WITH BRIEF SPECIFICATION	ORDER QTY.	WORK EXECUTED WITH DATE	LETTER NO. AND DATE OF PERFORMANCE CERTIFICATE	REMARKS
1.							
2.							
3							
4							
5							

ANNEXURE-VII
DETAILS OF GST REGISTRATION OF THE BIDDER

Details of GST Registration of the Bidder

S.No.	Vendor registration number	Name	State code (region code as per GST)	GST customer type	GST registration type	Registration number GSTIN / GID/ UID	MSMED regn. No if applicable (please attach regn. Certificate also)

DETAILS OF GST REGISTRATION OF DTL

- | | |
|---------------------------|---|
| 1. Entity | – Delhi Transco limited |
| 2. State | – Delhi |
| 3. Billing Address | – Shakti Sadan, Kotla Road, New Delhi – 110002 |
| 4.GST no. | – 07AABCD6342A1Z7 |
| 5. Tan No. | - DELD05482B |

ANNEXURE-VIII
PROFORMA OF BANK GUARANTEE FOR EMD/BID SECURITY

Ref ... Bank Guarantee No.....
 Date

To

Dear Sir,

In accordance with your invitation to Bid under your Specification No.....M/s.....hav ing its Registered Office(hereinafter called the “Bidder”) wish to participate in the said Bid for and you, as a special favour, have agreed to accept Bank Bid Guarantee for an amount of Rs.....(Rupees.....only) valid upto on behalf of the Bidder in lieu of Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

We, having our Registered Office at guarantee and undertake to pay immediately on demand by Delhi Transco Limited the amount of Rs...../- (Rupees.....Only) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' i.e. Delhi Transco Limited or its authorized representative shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall remain valid upto If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s.....on whose behalf this guarantee is issued.

In witness whereof the Scheduled Bank, through its authorized Officer, has set its hand and stamp on this day ofat.....

Designation with Bank (Scheduled) Stamp

Name: _____
 Phone No. _____
 Domain e-mail Id _____
 Official address _____

	WITNESS 1	WITNESS 2
Signature		
Name		
Address		

ANNEXURE-IX
PROFORMA OF CONTRACT AGREEMENT
(To be executed on non-judicial stamp paper)

The proforma of Contract Agreement will be provided at the time of award of the contract.

ANNEXURE-X

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with stamp act.)

Bank Guarantee No.....

Date

To,

Manager (T)

Delhi Transco Limited

- 1) In consideration of the Delhi Transco Limited (hereinafter called “The Undertaking”) having agreed to accept from M/s..... (hereinafter called the said contractor(s) from the demand, under the terms & conditions of an agreement dated..... between Delhi Transco Limited & M/s..... for supply of Nos..... in respect of P.O. No..... dated..... (hereinafter called the agreement) security deposit for the due fulfillment of the said contract of the terms & conditions contained in the said agreement on production of Bank Guarantee for Rs..... (Rupees.....). We **Name of Bank with address** (hereinafter referred to as “The Bank”) do hereby undertake to pay to the undertaking amount not exceeding Rs..... (Rupees.....) against any loss or damage caused to or suffered or would be caused to the said contractor of any of the terms & conditions in the said agreement. As such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restrict to an amount not exceeding Rs..... (Rupees.....).

- 2) We **Name of Bank with address** do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand for the undertaking stating that the amount claimed due by a way of loss or damage caused to or would be caused to suffered by the undertaking by reason of any breach, by the said contractor(s) or any of the terms & conditions contained in the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....).

- 3) We **Name of Bank with address**, further agree that the guarantee herein contained shall remain I full force and effect during the period that would be taken for performance of the said agreement and that it shall continue to be enforceable till all the dues of the undertaking by virtue of the said agreement have been fully paid and its claims satisfied or discharged of till **Date of validity** the undertaking certified that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly guarantee is made on us in writing on or before the **Date of validity**.

- 4) We **Name of Bank with address**, further agree with the undertaking that the undertaking shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the agreement or to enforce any of the performance by the said contractor and to forebear or enforce any of the terms & conditions relating to the said or any such variation, or extension being warrantee to the said contract(s) for any forbearance, act or omission on the part of the undertaking or any

indulgence by the Undertaking to the contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

- 5) We, **(Name of Bank with address)**, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Undertaking in writing and to extend the period of guarantee, if required for any reason.

- 6) “Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs..... (Rupees.....) and the guarantee shall remain in force upto **(date of validity)** unless a demand or claim in writing is presented on the bank within **(date of validity)**. The Bank shall be relieved and discharged from all liabilities there under”

Dated the..... Day of200

For (Name of Bank)

(BRANCH MANAGER)

WITNESS

1.....

ANNEXURE-B
Details of Packages (Sites)

Package A							
Sr.	DISTRICT	Name	Latitude	Longitude	Land agency	Discom Area	Area in ECS (1 ECS= 23sqm)
1	South	Badarpur border	28.492873	77.302828	DMRC	BRPL	5
2	South	Harkesh nagar Okhla	28.542484	77.276755	DMRC	BRPL	5
3	South	Ambedkar Nagar Depot	28.514963	77.228131	DTC	BRPL	5
4	South	Jamia Milia Islamia	28.562792	77.286982	DMRC	DMRC	5
5	South	Jasola Vihar Shaheen Bagh	28.54544	77.297519	DMRC	DMRC	5
6	South	Kalkaji mandir	28.5496	77.258802	DMRC	BRPL	5
7	South	Mohan estate	28.51903	77.294424	DMRC	BRPL	5
8	South	Jal Vihar Terminal	28.578472	77.246363	DTC	BRPL	3
9	South	Sarita vihar	28.52856	77.287506	DMRC	BRPL	5
10	South	Tughlaqabad	28.503388	77.299512	DMRC	BRPL	5
Package B							
Sr.	DISTRICT	Name	Latitude	Longitude	Land agency	Discom Area	Area in ECS (1 ECS= 23sqm)
1	South	Arjangarh	28.480053	77.125503	DMRC	BRPL	5
2	South	Chattarpur	28.505931	77.17394	DMRC	BRPL	5
3	South	Ghitorni	28.493383	77.148999	DMRC	BRPL	5
4	South	Hauz Khas	28.544879	77.206956	DMRC	BRPL	5
5	South West	BSES Bijli Digi Seva Kendra (DSK), Vasant Kunj	28.51068	77.16996	BRPL	BRPL	4
6	South	Lajpat Nagar	28.571501	77.237031	DMRC	BRPL	5
7	South	Malviya Nagar	28.528206	77.204888	DMRC	BRPL	5
8	South	Nehru place	28.550807	77.250933	DMRC	BRPL	5
9	South	Qutub Minar	28.513822	77.186561	DMRC	BRPL	5
10	South	Saket	28.520272	77.200477	DMRC	BRPL	5
Package C							
Sr.	DISTRICT	Name	Latitude	Longitude	Land agency	Discom Area	Area in ECS (1 ECS= 23sqm)
1	East	11kV S/stn I Pocket Dilshad Garden	28.630584	77.317160	BYPL	BYPL	4
2	East	Akshardham	28.617218	77.27931	DMRC	BYPL	5
3	East	11kV S/stn near Star Mall (Back side of Hotel Crowne Plaza)	28.590736	77.296868	BYPL	BYPL	3
4	New Delhi	Indraprasth	28.620387	77.24945	DMRC	BYPL	5
5	East	Mayur vihar extension	28.596284	77.293505	DMRC	BYPL	5
6	East	Mayur vihar phase-1	28.605896	77.288668	DMRC	BYPL	5
7	East	DSIDC Patpatganj near KIA	28.63722	77.31304	DSIIDC	BYPL	5

		Motors			Patpatga nj		
8	East	East Vinod Nagar Depot	28.621431	77.30131	DTC	BYPL	5
9	New Delhi	Supreme Court	28.623916	77.241188	DMRC	BRPL	5
10	New Delhi	Patel Chowk	28.622501	77.214696	DMRC	NDMC	5
Package D							
Sr.	DISTRICT	Name	Latitude	Longitude	Land agency	Discom Area	Area in ECS (1 ECS= 23sqm)
1	North East	Dilshad garden	28.675521	77.321358	DMRC	BYPL	5
2	North East	Mansarovar park	28.675408	77.302841	DMRC	DMRC	5
3	North East	Dilshad Garden Terminal	28.678719	77.314917	DTC	BYPL	6
4	North East	Seelampur	28.669663	77.264185	DMRC	BYPL	5
5	North East	Karawal Nagar Terminal	28.726921	77.269456	DTC	BYPL	5
6	North East	Shahdara	28.674225	77.288717	DMRC	BYPL	5
7	East	LM Bund Office Complex, Shastri Nagar, Delhi 31,, Kishan kunj	28.640801	77.270216	I&FC	BYPL	5
8	North East	11kV s/stn A- Blk DSIDC shed	28.673668	77.316136	BYPL	BYPL	3
9	North	Vishwavidayalya parking 1	28.695184	77.215649	DMRC	TPDDL	5
10	North East	Welcome	28.672572	77.278641	DMRC	BYPL	5
Package E							
Sr.	DISTRICT	Name	Latitude	Longitude	Land agency	Discom Area	Area in ECS (1 ECS= 23sqm)
1	South West	Kapashera Tube Well	28.527428	77.083707	DJB	BRPL	4
2	South West	Dwarka sector-9	28.573689	77.06491	DMRC	BRPL	5
3	North	Kashmere Gate	28.666473	77.227093	DMRC	TPDDL	5
4	North	Pratap nagar	28.667103	77.198638	DMRC	TPDDL	5
5	North	Pulbangash	28.666754	77.208442	DMRC	TPDDL	5
6	South West	Rajendra Place	28.642725	77.177511	DMRC	BYPL	5
7	New Delhi	Ramakrishna Ashram Marg	28.638729	77.208261	DMRC	NDMC	5
8	North East	Shastri park	28.667219	77.253029	DMRC	BYPL	5
9	North	Tis hazari	28.667174	77.217722	DMRC	TPDDL	5
10	South West	Vasant vihar	28.557514	77.162488	DMRC	BRPL	5
Package F							
Sr.	DISTRICT	Name	Latitude	Longitude	Land agency	Discom Area	Area in ECS (1 ECS= 23sqm)
1	North West	Azadpur	28.706574	77.181968	DMRC	TPDDL	5
2	North West	66 KV Grid for E/O Sector-G-8, Narela Sub City, Narela Delhi	28.84418	77.08686	TPDDL	TPDDL	5
3	North West	GTB Nagar	28.699358	77.204059	DMRC	TPDDL	5
4	North West	Hyderpur Badli Mor	28.729646	77.149248	DMRC	TPDDL	5
5	North West	Jahangirpuri	28.725705	77.163463	DMRC	DMRC	5
6	North West	DSIDC BAWANA IND. AREA SEC-5 NEAR G-17	28.8005	77.07864	DSIIDC Bawana	TPDDL	5

7	North West	DSIADC Narela SEC-B infront of B-2459	28.83505	77.09568	DSIADC Narela	TPDDL	5
8	North West	Majlis Park Metro Parking	28.7236	77.18227	DMRC	TPDDL	5
9	North West	Rohini Sec-18 &19	28.739441	77.139163	DMRC	TPDDL	5
10	North West	MLO office at Rohini	28.730226	77.122045	Transport	TPDDL	5
Package G							
Sr.	DISTRICT	Name	Latitude	Longitude	Land agency	Discom Area	Area in ECS (1 ECS= 23sqm)
1	North West	Inderlok	28.673545	77.169931	DMRC	TPDDL	5
2	North West	66 KV Grid for E/O Sector- 30, Rohini Delhi Phase-IV	28.75769	77.08712	TPDDL	TPDDL	5
3	North West	66 KV Grid sub Station No.- 1, Sector-F, DSIADC Bawana Industrial Complex Phase-II	28.80014	77.05722	TPDDL	TPDDL	4
4	North West	Kanhaiya nagar	28.681854	77.164405	DMRC	TPDDL	5
5	North West	Keshavpuram	28.689564	77.161599	DMRC	TPDDL	5
6	North West	Kohat Enclave	28.698272	77.141505	DMRC	TPDDL	5
7	North West	Netaji Subhash place	28.69524	77.151145	DMRC	TPDDL	5
8	North West	Rithala	28.721927	77.105433	DMRC	TPDDL	5
9	North West	Rohini East	28.708175	77.125728	DMRC	TPDDL	5
10	North West	Rohini Depot - I	28.716527	77.112764	DTC	TPDDL	5
Package H							
Sr.	DISTRICT	Name	Latitude	Longitude	Land agency	Discom Area	Area in ECS (1 ECS= 23sqm)
1	South West	Dichaon Kalan	28.629972	76.99835	Transport	BRPL	3
2	North West	Madipur Metro Parking	28.675689	77.119835	DMRC	BRPL	5
3	West	Mundaka Metro Parking	28.682900	77.030020	DMRC	BRPL	5
4	West	Nangloi Metro Parking	28.682762	77.065582	DMRC	BRPL	5
5	North West	Paschim Vihar East Metro Parking	28.677623	77.112249	DMRC	BRPL	5
6	West	Peeragarhi Metro Parking	28.679321	77.09296	DMRC	BRPL	5
7	West	Punjabi Bagh Metro Parking	28.673300	77.146520	DMRC	BRPL	5
8	South West	Kair	28.618758	76.930097	Transport	BRPL	5
9	West	Punjabi Bagh Terminal	28.664268	77.130279	DTC	BRPL	5
10	West	Udyog Nagar Metro Parking	28.681530	77.080610	DMRC	BRPL	5
Package I							
Sr.	DISTRICT	Name	Latitude	Longitude	Land agency	Discom Area	Area in ECS (1 ECS= 23sqm)
1	West	BSES Enforcement Office, Hari Nagar	28.6295	77.10985	BRPL	BRPL	5
2	South West	Desu Colony, Janakpuri	28.61113	77.09744	BRPL	BRPL	5
3	West	Kirti Nagar Metro Parking	28.655240	77.151710	DMRC	TPDDL	5
4	West	Moti Nagar Metro Parking	28.65749	77.14314	DMRC	DMRC	5

5	South West	Patel Nagar	28.644553	77.169483	DMRC	BYPL	5
6	West	Rajouri Garden Metro Parking	28.649622	77.122193	DMRC	BRPL	5
7	South West	Bindapur Terminal	28.608697	77.066389	DTC	BRPL	5
8	West	Shadipur	28.651156	77.158599	DMRC	BYPL	5
9	West	Mayapuri Depot	28.636258	77.130012	DTC	BRPL	5
10	West	Shadipur Depot	28.653477	77.155707	DTC	BYPL	5
Package J							
Sr.	DISTRICT	Name	Latitude	Longitude	Land agency	Discom Area	Area in ECS (1 ECS= 23sqm)
1	South West	Dwarka	28.6166	77.024057	DMRC	BRPL	5
2	South West	Dwarka Mor Metro Parking	28.618613	77.033365	DMRC	BRPL	5
3	South West	Dwarka sector-11	28.587214	77.048515	DMRC	BRPL	5
4	South West	Rewla Khanpur	28.568488	76.976228	Transport	BRPL	5
5	West	Janakpuri East Metro Parking	28.633201	77.087847	DMRC	BRPL	5
6	South West	Dwarka Depot - 2	28.599273	77.064879	DTC	BRPL	5
7	West	Uttam Nagar East Metro Parking	28.62421	77.064968	DMRC	BRPL	5
8	West	Shubhash Nagar Metro Parking	28.64104	77.104787	DMRC	BRPL	5
9	West	Tagore Garden Metro Parking	28.643978	77.112461	DMRC	BRPL	5
10	West	Uttam Nagar west Metro Parking	28.621434	77.055438	DMRC	BRPL	5

- **Note:- DTL reserves the right to modify the exact location of any of the sites and offer the Concessionaire a new site in the proximity of the site being replaced. In such a scenario, Concessionaire will be required to fulfil all mandates mentioned in any part of this document on the new site. Care will be taken to ensure that the characteristics of the alternate site are as similar as possible to the site being replaced.**

ANNEXURE-C
Model Layout of EV charging stations

Package A							
Sr.	DISTRICT	Name	Area submitted in ECS (1 ECS= 23sqm)	Minimum mandated PCS on the site	Minimum mandated slow charger PCS on the site	Minimum mandated moderate/fast charger PCS in the package	Electrical Load availability on the site
1	South	Badarpur border	5	5	1	5	263
2	South	Harkesh nagar Okhla	5	5	1		469
3	South	Ambedkar Nagar Depot	5	5	1		192
4	South	Jamia Milia Islamia	5	5	1		0
5	South	Jasola Vihar Shaheen Bagh	5	5	1		0
6	South	Kalkaji mandir	5	5	1		312
7	South	Mohan estate	5	5	1		0
8	South	Jal Vihar Terminal	3	3	1		220
9	South	Sarita vihar	5	5	1		498
10	South	Tughlaqabad	5	5	1		249
Package B							
Sr.	DISTRICT	Name	Area submitted in ECS (1 ECS= 23sqm)	Minimum mandated PCS on the site	Minimum mandated slow charger PCS on the site	Minimum mandated moderate/fast charger PCS in the package	Electrical Load availability on the site
1	South	Arjangarh	5	5	1	5	261
2	South	Chattarpur	5	5	1		0
3	South	Ghitorni	5	5	1		307
4	South	Hauz Khas	5	5	1		799
5	South West	BSES Bijli Digi Seva Kendra (DSK), Vasant Kunj	4	4	1		502
6	South	Lajpat Nagar	5	5	1		273
7	South	Malviya Nagar	5	5	1		0
8	South	Nehru place	5	5	1		0
9	South	Qutub Minar	5	5	1		0
10	South	Saket	5	5	1		0
Package C							
Sr.	DISTRICT	Name	Area submitted in ECS (1 ECS= 23sqm)	Minimum mandated PCS on the site	Minimum mandated slow charger PCS on the site	Minimum mandated moderate/fast charger PCS in the package	Electrical Load availability on the site

1	East	11kV S/stn I Pocket Dilshad Garden	4	4	1	5	100
2	East	Akshardham	5	5	1		0
3	East	11kV S/stn near Star Mall (Back side of Hotel Crowne Plaza)	3	3	1		120
4	New Delhi	Indraprasth	5	5	1		0
5	East	Mayur vihar extension	5	5	1		0
6	East	Mayur vihar phase-1	5	5	1		0
7	East	DSIDC Patpatganj near KIA Motors	5	5	1		130
8	East	East Vinod Nagar Depot	5	5	1		80
9	New Delhi	Supreme Court	5	5	1		10
10	New Delhi	Patel Chowk	5	5	1		0
Package D							
Sr.	DISTRICT	Name	Area submitted in ECS (1 ECS= 23sqm)	Minimum mandated PCS on the site	Minimum mandated slow charger PCS on the site	Minimum mandated moderate/fast charger PCS in the package	Electrical Load availability on the site
1	North East	Dilshad garden	5	5	1	5	0
2	North East	Mansarovar park	5	5	1		0
3	North East	Dilshad Garden Terminal	6	6	1		120
4	North East	Seelampur	5	5	1		0
5	North East	Karawal Nagar Terminal	5	5	1		100
6	North East	Shahdara	5	5	1		0
7	East	LM Bund Office Complex, Shastri Nagar, Delhi 31,, Kishan kunj	5	5	1		0
8	North East	11kV s/stn A- Blk DSIDC shed	3	3	1		0
9	North	Vishwavidayalya parking 1	5	5	1		0
10	North East	Welcome	5	5	1		0
Package E							
Sr.	DISTRICT	Name	Area submitted in ECS (1 ECS= 23sqm)	Minimum mandated PCS on the site	Minimum mandated slow charger PCS on the site	Minimum mandated moderate/fast charger PCS in the package	Electrical Load availability on the site
1	South West	Kapashera Tube Well	4	4	1	5	179
2	South West	Dwarka sector-9	5	5	1		0
3	North	Kashmere Gate	5	5	1		0

4	North	Pratap nagar	5	5	1		0
5	North	Pulbangash	5	5	1		0
6	South West	Rajendra Place	5	5	1		90
7	New Delhi	Ramakrishna Ashram Marg	5	5	1		0
8	North East	Shastri park	5	5	1		0
9	North	Tis hazari	5	5	1		0
10	South West	Vasant vihar	5	5	1		551
Package F							
Sr.	DISTRICT	Name	Area submitted in ECS (1 ECS= 23sqm)	Minimum mandated PCS on the site	Minimum mandated slow charger PCS on the site	Minimum mandated moderate/fast charger PCS in the package	Electrical Load availability on the site
1	North West	Azadpur	5	5	1	5	0
2	North West	66 KV Grid for E/O Sector- G-8, Narela Sub City, Narela Delhi	5	5	1		0
3	North West	GTB Nagar	5	5	1		0
4	North West	Hyderpur Badli Mor	5	5	1		0
5	North West	Jahangirpuri	5	5	1		0
6	North West	DSIDC BAWANA IND. AREA SEC-5 NEAR G-17	5	5	1		142
7	North West	DSIDC Narela SEC-B infront of B-2459	5	5	1		109
8	North West	Majlis Park Metro Parking	5	5	1		0
9	North West	Rohini Sec-18 &19	5	5	1		0
10	North West	MLO office at Rohini	5	5	1		182
Package G							
Sr.	DISTRICT	Name	Area submitted in ECS (1 ECS= 23sqm)	Minimum mandated PCS on the site	Minimum mandated slow charger PCS on the site	Minimum mandated moderate/fast charger PCS in the package	Electrical Load availability on the site
1	North West	Inderlok	5	5	1	5	0
2	North West	66 KV Grid for E/O Sector-30, Rohini Delhi Phase-IV	5	5	1		0
3	North West	66 KV Grid sub Station No.-1, Sector-F, DSIIDC Bawana Industrial Complex Phase-II	4	4	1		0
4	North West	Kanhaiya nagar	5	5	1		0
5	North West	Keshavpuram	5	5	1		0

6	North West	Kohat Enclave	5	5	1		86
7	North West	Netaji Subhash place	5	5	1		0
8	North West	Rithala	5	5	1		0
9	North West	Rohini East	5	5	1		0
10	North West	Rohini Depot - I	5	5	1		281
Package H							
Sr.	DISTRICT	Name	Area submitted in ECS (1 ECS= 23sqm)	Minimum mandated PCS on the site	Minimum mandated slow charger PCS on the site	Minimum mandated moderate/fast charger PCS in the package	Electrical Load availability on the site
1	South West	Dichaon Kalan	3	3	1	5	50
2	North West	Madipur Metro Parking	5	5	1		208
3	West	Mundaka Metro Parking	5	5	1		497
4	West	Nangloi Metro Parking	5	5	1		154
5	North West	Paschim Vihar East Metro Parking	5	5	1		188
6	West	Peeragarhi Metro Parking	5	5	1		530
7	West	Punjabi Bagh Metro Parking	5	5	1		112
8	South West	Kair	5	5	1		304
9	West	Punjabi Bagh Terminal	5	5	1		580
10	West	Udyog Nagar Metro Parking	5	5	1		798
Package I							
Sr.	DISTRICT	Name	Area submitted in ECS (1 ECS= 23sqm)	Minimum mandated PCS on the site	Minimum mandated slow charger PCS on the site	Minimum mandated moderate/fast charger PCS in the package	Electrical Load availability on the site
1	West	BSES Enforcement Office, Hari Nagar	5	5	1	5	45
2	South West	Desu Colony, Janakpuri	5	5	1		828
3	West	Kirti Nagar Metro Parking	5	5	1		0
4	West	Moti Nagar Metro Parking	5	5	1		0
5	South West	Patel Nagar	5	5	1		0
6	West	Rajouri Garden Metro Parking	5	5	1		0
7	South West	Bindapur Terminal	5	5	1		310
8	West	Shadipur	5	5	1		80
9	West	Mayapuri Depot	5	5	1		255
10	West	Shadipur Depot	5	5	1		80

Package J							
Sr.	DISTRICT	Name	Area submitted in ECS (1 ECS= 23sqm)	Minimum mandated PCS on the site	Minimum mandated slow charger PCS on the site	Minimum mandated moderate/fast charger PCS in the package	Electrical Load availability on the site
1	South West	Dwarka	5	5	1	5	0
2	South West	Dwarka Mor Metro Parking	5	5	1		263
3	South West	Dwarka sector-11	5	5	1		0
4	South West	Rewla Khanpur	5	5	1		50
5	West	Janakpuri East Metro Parking	5	5	1		322
6	South West	Dwarka Depot - 2	5	5	1		87
7	West	Uttam Nagar East Metro Parking	5	5	1		406
8	West	Shubhash Nagar Metro Parking	5	5	1		843
9	West	Tagore Garden Metro Parking	5	5	1		133
10	West	Uttam Nagar west Metro Parking	5	5	1		346

Note:

1. For slow charger as defined in clause [2.6]: 1 PCS equivalent is at least 3 charging points of maximum 3.3 kW power output per charging point.

2. For moderate/fast charger as defined in clause [2.7]: 1 PCS equivalent is 1 charging gun providing 15-22 kW power output. For EVSE with more than one charging gun, 1 charging gun will be equivalent to 1 PCS only if all the charging guns of the EVSE can simultaneously charge vehicles. For example: An EVSE with two charging guns will be equivalent to 2 PCS if both charging guns can simultaneously charge 2 vehicles.

3. For any other Charger: 1 PCS equivalent is 1 charging gun. For EVSE with more than one charging gun, 1 charging gun will be equivalent to 1 PCS only if all the charging guns of the EVSE can simultaneously charge vehicles. For example: An EVSE with two charging guns will be equivalent to 2 PCS if both charging guns can simultaneously charge 2 vehicles.

4. For BSF: 1 BSF is equivalent to 2 PCS

5. Electrical infrastructure required for load up to 100kW will be made available to the Concessionaire by GNCTD.

ANNEXURE-D
FORMAT OF LETTER OF COMMITMENT FROM SHAREHOLDER(S)
(To be furnished on shareholder's Letter head)

To,

M/s Delhi Transco Limited

Dear Madam/Sir,

This is to certify that I am an existing shareholder of M/s [**name of the bidder/bidding firm with address**] (hereinafter referred to as Investee). The Investee has informed that they wish to bid for DTL's Tender no. [] dated [] for [**Name of the work**] and as per the terms of the said Tender the Investee has to furnish a commitment of INR 1,50,00,000 (1.5 crores) from shareholders in lieu of proof of net worth.

Accordingly M/s (name of the shareholder with address) confirms availability of line of credit to M/s (name of the bidder) for at least an amount of INR 1,50,00,000 (1.5 crores).

It is also confirmed that the net worth of the M/s (name of the shareholder with address) is more than Rs. [] Crores and the undersigned is authorized to issue this certificate. The proof of net worth of M/s (name of the shareholder with address) in the required format is furnished herewith.

Yours truly

for (Name & address of the shareholder)

(Authorized signatory)
Name of the signatory :
Designation :
Stamp

ANNEXURE-E
(Proforma for Billings to EV user/consumer)

Description	%	Unit	Units Consumed	Cost
Energy Charges				
TOD Energy charge or Electricity Tariff	–	Rs./kWh	–	
Surcharge and Tax*				
Energy Units Consumed	–	kWh		–
Charge Payable for Energy Consumption	–		–	
Service Charge				
Service Charge**	–	Rs./kWh	–	
		to be decided by vendor (eg. subscription based discount)	–	
Discount by vendor (optional)				
Service Charge Payable (Service charge - Discount)	–	–	–	
Time Based Penalty (Optional)				
Total time of Charging	–	Minutes		–
Time based penalty	–	Rs./minute beyond 80% SOC	–	
Total Cost				
Charge Payable for Energy Consumption	–	–	–	
Service Charge Payable	–	–	–	
Time based penalty	–	–	–	
CGST on (Service Charge + Time Based Penalty)	9	–	–	
SGST on (Service Charge + Time Based Penalty)	9	–		
Total Cost	–	–	–	

* Includes Power Purchase Cost Adjustment Charge (PPAC), Regulatory Surcharge, Pension Trust Charge, Electricity tax, Rebate (if any)

** Bidding will be on service charge

ANNEXURE-F
Data Standards for Open Database

Field Name	Type	Cardinality	Description
Header			
version	string	One	Version of the dataset.
incrementality	Incrementality	One	
timestamp	uint64	One	This timestamp identifies the moment when the content of this feed has been created (time at the server). In POSJX time (i.e., number of seconds since January 1st 1970 00:00:00 UTC).
provider	Provider	One	Publisher/Provider of the dataset
Provider			
id	string	One	Unique identifier of the provider.
Name	string	One	Name of the provider.
Location			
latitude	float	One	
longitude	float	One	
Operating Schedule			
opening	string	One	Opening time
closing	string	One	Closing time.
dayOfWeek	dayOfWeek	Many	Open day of the week.
Charging Unit			
id	string	One	Unique identification number assigned to each charging unit.
type	ChargingUnitType	One	Typology of the specific charging unit.
sockets	Socket	Many	Information about the specific EV charging socket.
status	StatausCharger	One	Status of operation of the specific charging unit.
Socket			
id	string	One	Unique identifier of charging socket or gun.
type	SocketType	One	Typology of the specific socket.
FeedMessage			
header	Header	One	Metadata
stations	Stations	Many	Information about the specific EV charging station.
Station			
id	string	One	Unique identifier for a charging station.
info	info	One	General information about the specific EV charging station.
vehicleCapacity	vehicleCapacity	Many	Information about the total vehicle capacity by type supported at the specific EV charging station.

location	location	One	Location of the specific EV charging station.
operatingSchedule	operatingSchedule	One	Operating schedule of the specific EV charging station.
status	StatusStation	One	Status of operation of the specific EV charging station.
allowedVehicleType	VehicleType	Many	Typology of vehicles allowed at the specific EV charging station.
chargingUnits	ChargingUnit	Many	Information about the specific charging unit.
swappingUnits	SwappingUnit	Many	Information about the specific battery swapping unit.
Info			
name	string	One	Name of the specific EV charging station.
address	string	One	Address of the specific EV charging station.
image	string	One	Image of the specific EV charging station (if any).
operator	string	One	Name of the operator of the specific EV charging station.
owner	string	One	Name of the owner of the specific EV charging station.
acceptedModeOfPayment	AcceptedModeOfPayment	Many	Mode(s) of payment accepted at the specific EV charging station.
Tariff			
baseUnitPrice	float	One	
Surcharge	float	One	
subsidy	float	One	
unitPrice	float	One	
VehicleCapacity			
vehicleType	VehicleType	One	Type of the vehicle
count	Unit32	One	Vehicle capacity count
SwappingUnit			
id	string	One	Unique identification number assigned to each swapping unit.
Pods	Pod	Many	Information about the specific EV charging pod at a battery swapping unit.
status	Status	One	Status of operation of the specific battery swapping unit.
Pod			
id	string	One	Unique identification number assigned to each swapping pod.
batteryType	BatteryType	One	Typology of the specific battery supported by the specific swapping unit.

Predefined Values (Enums)

Number	Value	Description
AcceptedModeOfPayment		
0	PAYMENT_UNKNOWN	
1	PAYMEN_BANK_CARD	
2	PAYMENT_CASH	
3	PAYMENT_SMART_CARD	
4	PAYMENT_COUPONS	
5	PAYMENT_UPI	
Incrementality		
0	UNKNOWN	
1	FULL_DATASET	
2	DIFFERENTIAL	
DaysOfWeek		
0	DAY_UNKNOWN	
1	DAY_SUNDAY	
2	DAY_MONDAY	
3	DAY_TUESDAY	
4	DAY_WEDNESDAY	
5	DAY_THURSDAY	
6	DAY_FRIDAY	
7	DAY_SATURDAY	
VehicleType		
0	VEHICLE_TYPE_UNKNOWN	Vehicle type is not known or not specified.
1	VEHICLE_TYPE_CAR	Vehicle type is car
2	VEHICLE_TYPE_CARAVAN	Vehicle type is a caravan
3	VEHICLE_TYPE_CAR_WITH_CARAVAN	Vehicle type is a car with an attached caravan
4	VEHICLE_TYPE_CAR_WITH_TRAILER	Vehicle type is a car with an attached trailer
5	VEHICLE_TYPE_MOPED	Vehicle type is a moped.
6	VEHICLE_TYPE_MOTORCYCLE	Vehicle type is a motorcycle.
7	VEHICLE_TYPE_MOTORCYCLE_WITH_SIDE_CAR	Vehicle type is a motorcycle with an attached sidecar.
8	VEHICLE_TYPE_MOTOR_SCOOTER	Vehicle type is a motor scooter.
9	VEHICLE_TYPE_VAN	Vehicle type is a van.
10	VEHICLE_TYPE_AUTORICKSHAW	Vehicle type is an autorickshaw.
ChargingUnitType		
0	CHARGING_UNIT_TYPE_UNKNOWN	The typology of the specific charging unit is not known / specified.
1	CHARGING_UNIT_TYPE_WIRED	The specific charging unit charges the EVs via a wire.
SocketType		
0	CHARGING_UNIT_SOCKET_TYPE_UNKNO WN	The specific socket is not known specified.
1	CHARGING_UNIT_SOCKET_TYPE_BEVC_A C001	
2	CHARGING_UNIT_SOCKET_TYPE_BEVC_D C001	
3	CHARGING_UNIT_SOCKET_TYPE_TYPE2	The specific socket is TYPE2.

4	CHARGING_UNIT_SOCKET_TYPE_TYPE3	
5	CHARGING_UNIT_SOCKET_TYPE_CHADEMO	
6	CHARGING_UNIT_SOCKET_TYPE_CCS_SAE	
7	CHARGING_UNIT_SOCKET_TYPE_CCS1	
8	CHARGING_UNIT_SOCKET_TYPE_CCS2	
9	CHARGING_UNIT_SOCKET_TYPE_TESLA	
10	CHARGING_UNIT_SOCKET_TYPE_J_1772	
11	CHARGING_UNIT_SOCKET_TYPE_WALL_EURO	
12	CHARGING_UNIT_SOCKET_TYPE_CARAVAN_MAINS_SOCKET	
13	CHARGING_UNIT_SOCKET_TYPE_DUAL_J_1772	
14	CHARGING_UNIT_SOCKET_TYPE_DUAL_CHADEMO	
15	CHARGING_UNIT_SOCKET_TYPE_MENNEKES	
16	CHARGING_UNIT_SOCKET_TYPE_DUAL_MENNEKES	
17	CHARGING_UNIT_SOCKET_TYPE_GBT	
18	CHARGING_UNIT_SOCKET_TYPE_OTHER	
StatusStation		
0	STATUS_UNKNOWN	The status of operation for the specific EV charging station is unknown.
1	STATUS_IN_OPERATION	The specific EV charging station is operating.
2	STATUS_OUT_OF_SERVICE	The specific EV charging station is not operating thus out of service.
StatusCharger		
0	STATUS_UNKNOWN	The status of operation for the specific EV charger is unknown.
1	STATUS_IN_OPERATION	The specific EV charger is connected to an EV.
2	STATUS_OUT_OF_SERVICE	The specific EV charger is out of service.
3	STATUS_AVAILABLE	The specific EV charger is available for charging the next EV.
BatteryType		
0	SWAPPING_POD_BATTERY_TYPE_LFP	The specific swapping pod supports Lithium-ion Iron Phosphate (LFP) batteries.
1	SWAPPING_POD_BATTERY_TYPE_NCA	The specific swapping pod supports Lithium-ion Nickel Cobalt Aluminium (NCA) batteries.
2	SWAPPING_POD_BATTERY_TYPE_NCM	The specific swapping pod supports Lithium-ion Nickel Cobalt Manganese (NMC) batteries.
3	SWAPPING_POD_BATTERY_TYPE_LTO	The specific swapping pod supports Lithium-ion Titanium Oxide (LTO) batteries.
4	SWAPPING_POD_BATTERY_TYPE_ZEBRA	The specific swapping pod supports Sodium Nickel Chloride (Zebra) batteries.
5	SWAPPING_POD_BATTERY_TYPE_NIMH	The specific swapping pod supports Nickel-Metal Hydride (NiMH) batteries.