

Expression of Interest (EOI)

For

Selection of partner for Establishing, operation and maintenance of EV charging stations at designated locations in Delhi

EOI No.: TCIL/ CIVIL /2021/ EV-2

Issued on: 23.02.2022

Issued By :

(Civil Division)

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	(A Govt. of India Enterprise)	
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	CIN No.:U74999DL1978GOI008911	
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SECTION-1

NOTICE INVITING EOI

EOI are invited from all eligible bidders for selection of partner with TCIL for “**Selection of partner for establishing, operation and maintenance of EV charging station in Delhi**”

Telecommunications Consultants India Ltd. (TCIL) is a Govt. of India Enterprise, under Department of Telecommunications, Ministry of Communications. It was set up in 1978 to share Indian experience and expertise with developing countries and to assist bulk users of telecom services in setting up dedicated telecom networks.

TCIL has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom Software, Switching and Transmission Systems, Cellular Services, Rural Telecommunications, Optical Fiber based Backbone Transmission Systems etc. TCIL has diversified its operation and has been executing projects in the field of Civil Infrastructure, Architecture and Power, Rural Roads and Civil Construction.

TCIL intended to set up EV charging station in Delhi. Set up will include to provide necessary infrastructure for charging EV from Design to Operation and maintenance. Partner will be responsible for Design, Supply, Commissioning, operation and maintenance of equipment for charging of EV and provide support EV User.

The Government of NCT of Delhi announced the Delhi Electric Vehicle Policy on August 7, 2020, with a vision to promote adoption of electric vehicles in the city and to make Delhi, the EV Capital of India.

The Policy aims to achieve the overarching objective to improve Delhi's air quality and create an entire supply-chain ecosystem for this new segment of vehicles. In order to significantly benefit Delhi's air quality, the policy intends to deploy 25% of all new vehicles to be battery-operated vehicles by 2024.

Being a new but promising business, EVCS revenue is expected to have an increasing trend, considering the focus on use of electrical vehicles in India. This EOI is floated for selection of back-end partner ready to work in the above project with TCIL on revenue sharing basis.

The requirement is for setting up E- vehicles charging stations at various locations in Delhi. TCIL has been permitted to implementation of Electrical - vehicles Charging stations in Delhi Municipal limits. currently 73 Nos concessional sites has been offered by the **client** to TCIL on following terms

- a. The **Client** will provide bare space for installation of E- Vehicles Charging Station and ensure necessary system re-enforcements with parking concessionaire and other authorities for installation of Public Charging Station (PCS) as and when required, at mutually agreed locations.
- b. The public charging station operator (PCS operator) or **concessionaire** will be responsible for Procurement of Charging Units and related infrastructure at agreed locations. All Capital Costs of PCS includes cost related to the installation of EV Supply equipment (EVSE) and related infrastructure such as charger management system (CMS), meter and meter box, and accessories

such as canopy, LED screen, CCTV camera, barricading etc and other operating costs i.e. payment gateway charges, insurance premium etc

In lieu of the land/space provided by the Client, Contractor shall pay an amount of Rs. 1.00/- per KWh of energy dispensed for charging of electric vehicles towards the rental charges for the land and support provided by Client. The energy (KWh) as recorded by State Discom tariff meter shall be utilized for determination of above calculation.

If the space required by Contractor is more than three ECS, then Rs. 2000/- will be levied extra per ECS per month.

Client will provide land/space for the installation & operation of EV charging station and battery swapping station as per MOP guidelines and standards and subsequent amendments thereof. The land/space allotted may be used for 2/3/4 wheeler vehicles or as per requirement. Any modification in requirement of space may be mutually decided in subsequent stages depending upon revenue generation.

- c. Monthly license fee will be revised after five years on mutually agreed terms and conditions with the concessionaire.

Important Dates

Date of Posting of NIT on TCIL's E-EOI/Tendering Portal	:	23.02.2022
Start Date & Time of Procurement of EOI documents	:	23.02.2022 10:00 Hrs
Last date & time for seeking clarification, if any	:	03.03.2022 12:00 Hrs
Date of Pre Bid Meeting	:	02.03.2022 11:00 Hrs
Start date & time for Online submission of Bids	:	24.02.2022 10:00 Hrs
Last date & time for Online submission of Bids	:	09.03.2022 : 15:00 Hrs
Online Opening of Technical Part (Part-I)	:	10.03.2022 , 15:00 Hrs
Online Opening of Financial Part (Part-II)	:	To be notified later

Bids shall be submitted on GePNIC Portal (<https://eTenders.gov.in/e procure/app>). Bidders are advised to visit GePNIC portal (<https://eTenders.gov.in/e procure/app>) regularly for updates/amendments, if any. Bidders can contact NIC for **Telephonic Help Support** on Toll Free Help Desk Number- **0120-4001005/002** for requisite queries regarding registration, training , demonstration etc of Government e-Procurement System of NIC (GePNIC).

1. ELIGIBILITY CRITERIA

SN	QUALIFICATION CRITERIA	DOCUMENTS REQUIRED
COMPANY REGISTRATION DOCUMENTS		
I	<p><u>CERTIFICATE OF INCORPORATION:</u></p> <p>The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/ Proprietorship /Partnership Firm.</p> <p><i>Consortium is not allowed.</i></p>	<p>a) Company Profile b) MOA&A c) Certificate of Incorporation/Registration</p>
II	<p><u>PAN & GST:</u></p> <p>Bidder must have valid PAN and GST registration.</p> <p>In case, the bidder does not have a valid GST registration, bidder shall give an undertaking that in case of award, they will apply and take necessary GST registration before invoicing.</p>	<p>a) PAN copy b) GST copy</p>
III	<p><u>POWER OF ATTORNEY:</u></p> <p>The bidder should authorize its representative for signing & uploading the bid and for all further clarifications /negotiations.</p> <p>Note: Any discrepancy shall lead bid for rejection without assigning any reason.</p>	<p>Notarized Power of Attorney on Stamp Paper (In Original) along with board of resolution authorizing signing authority as per format given in section 12 of this EOI.</p>
BID SECURITY/EMD and PBG		
IV	<p>BID SECURITY: The bidder should submit Bid Security Declaration as per format given in EOI.</p>	<p>Bid Security Form to be submitted as per attached format given in section 6 of this EOI.</p>
V	<p>PBG: Successful bidder have to submit performance bank guarantee of Rs Forty Five Lakhs thirty three thousand (45,33,000) with in 10 days after issue of LOI . Security deposit shall be adjusted in PBG on request of bidder . The PBG value is applicable up to 73 PCS . If number of PCS increased beyond 73 Nos. than bidder is required to submit increased PBG In proportionately. PBG shall be issued in favour of TCIL with a validity of 10 years. .</p> <p>i) Bank Guarantee to be submitted in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. Details of beneficiary for issue of BG under SFMS</p>	<p>Undertaking regarding the same on the bidder's Letter Head.</p>

	<p>Platform are as given below:</p> <table border="1" data-bbox="315 149 1096 459"> <tr> <td rowspan="2">Name Of Beneficiary and its Details</td> <td>Name</td> <td>Telecommunications Consultants India Limited</td> </tr> <tr> <td>Address</td> <td>TCIL Bhawan, Greater Kailash-1, New Delhi:- 110048</td> </tr> <tr> <td rowspan="3">Name Of Beneficiary Bank and its Details</td> <td>Name</td> <td>ICICI Bank Limited</td> </tr> <tr> <td>Address</td> <td>9-A PHELPS Building, Connaught Place, New Delhi:- 110001</td> </tr> <tr> <td>IFSC Code</td> <td>ICIC0000007</td> </tr> </table> <p>The Performance Bank Guarantee will be discharged by TCIL after completion of obligation under and in accordance with the terms of contract. If the contract is extended for further period, the BG will have to be extended by the agency for further period back to back basis .</p>	Name Of Beneficiary and its Details	Name	Telecommunications Consultants India Limited	Address	TCIL Bhawan, Greater Kailash-1, New Delhi:- 110048	Name Of Beneficiary Bank and its Details	Name	ICICI Bank Limited	Address	9-A PHELPS Building, Connaught Place, New Delhi:- 110001	IFSC Code	ICIC0000007	
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	IFSC Code	ICIC0000007												
TURNOVER & WORK EXPERIENCE														
VI	<p><u>I. TURNOVER:</u></p> <p>a) Turnover: Bidder should have average annual turnover as Rs. 4.53 Cr (For Starts up 3.02 Cr) during last three financial years i.e. FY2018-19, FY2019-20 and FY2020-21. Out of total turnover, Bidder should have average turnover at least Rs. 3.17 Cr in Electrical Works and 1.36 Cr in civil work Respectively (2.11 Cr in Electrical and 0.9 in Civil works for startup) . Bidder is required to provide the audited balance sheets for these financial years and CA certificate for FY wise turnover from civil & electrical works</p> <p><i>Benefits to MSME not applicable as per scope is categorized “ Works”</i></p> <p><u>II. NET-WORTH & PROFIT MAKING:</u></p> <p>Net worth: Bidder should have positive Net Worth as on 31.03.2021.</p> <p>Profit/ Loss Bidder should be in profit before tax (PBT) in two out of last three years .</p> <p><u>Note:</u> <i>Turnover refers to standalone of the company and not the group turnover of its subsidiaries / group companies etc.</i></p>	<p>a) Audited Balance sheet of last three financial years</p> <p>b) CA Certificate of Turnover, profit/Loss and Net-worth of last three financial years.</p>												
VII	<p><u>WORK EXPERIENCE:</u></p> <p>Bidder should have experience in execution of Civil & Electrical works in last seven years from the bid submission date for any</p>	<p>Please submit copies of Completion certificates</p>												

<p>Central/State Government Department or PSUs/reputed private organization</p> <p>Three similar completed works each are costing, not less than the amount equal to Rs. 6.04 Cr. Each (Rs. 4.53 Cr Each for Startups)</p> <p>OR</p> <p>Two similar completed works, each are costing not less than the amount equal to Rs. 7.55 Cr. Each (Rs. 6.04 Cr Each for Startups)</p> <p>OR</p> <p>One similar completed work of aggregate cost not less than the amount equal to Rs. 10.58 Cr. Each (Rs. 9.06 Cr Each for Startups)</p> <p>Similar works means construction of building / EV charging Stations / Solar Power projects including Civil and Electrical works.</p>	<p>along with LOA/ Agreement from client clearly mentioning the nature of work, value of work, date of start, time period & actual date of completion. The certificates shall be considered only if it is issued / counter signed by an officer not below the rank of EXECUTIVE ENGINEER OR equivalent.</p> <p>In case the work experience is of Private Sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and corresponding TDS certificates. Value of work will be considered commensurate with the value of TDS Certificate. The TDS certificate to be duly certified by the Statutory Auditor. If the requisite TDS certificate is not provided by the bidder, the related work experience will not be considered for any further evaluation</p>
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VIII	<p>(i).Bidder should have installed EV charging station capable of charging of all type of Electrical Vehicles (capacity not less than 180 kW) at minimum one location in any part of India for a central /State Government department or PSU or reputed private organization during last three year from the bid submission date. Such Charging station should consist of following charger</p> <ol style="list-style-type: none"> 1 Bharat AC001 10kW, 3CG, 3.3kW/CG 2 Bharat DC001 15kW 3 Combo Fast charger (AC Type-2, CCS2, CHAdeMO), <p>These chargers should have valid certification by ARAI i.e. Automotive Research Association of India , affiliated to Ministry of Heavy Industries and Public Enterprises Government of India.</p> <p>In support of this eligibility, bidder is required to submit following documents: Client certificates along with LOA/ Agreement as well as copy of Valid ARAI certificate</p> <p>(ii) Bidder must have web application-based interface for booking & managing of PCS. (Please submit details and supporting documents thereof)</p> <p>(iii) Bidder should 24x7 Toll Free number . (In case Toll Free number not available ,bidder have to submit Undertaking taking that Toll free number will functional within month's time on award of work)</p> <p>(iv) Bidder should have experience of for Establishing minimum 10 Nos.Electrical Vehicle Charging Station for any Central or state government's department/ PSUs on revenue sharing basis during last one year from the last date of bid submission.</p>	Bidder should provide supporting document w.r t to each criteria
IX	<p>NON-BLACKLISTING: The bidder should not have been banned/blacklisted/put on holiday list by Central/State Government Departments/Public Sector Undertakings or other institutions.</p>	<p>“No Conviction Certificate” in prescribed format should be submitted as per format of this EOI.</p>
X	<p>NO DEVIATION CERTIFICATE: The bidder should be agreed to all the terms and conditions of TCIL’s EOI terms and conditions. The bidder should also submit No deviation certificate.</p>	<p>“No Deviation Certificate” Undertaking should be submitted on the bidder’s Letter Head.</p>

UNDERTAKINGS & CERTIFICATES		
XI	BID VALIDITY: Validity of the bid should be at least for 120 days from the date of bid submission. The same must be extended, in case of request made by TCIL/End customer.	Undertaking regarding the same on the bidder's Letter Head.
XII	RESTRICTION ON PARTICIPATION IN EOI: Vendors whose Purchase Order(s) for any project of TCIL was/were cancelled on risk and cost basis for no-performance or non-submission of performance guarantee, are not eligible to participate in this EOI.	Undertaking regarding the same on the bidder's Letter Head.
XIII	LABOUR LAWS: The Bidder should have compliance to Labour laws, Payment of Minimum Wages Act, Workman's Compensation Act, EPF/ESI provisions and any such statutory provisions. In case the bidder is found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion	Undertaking regarding the same on the bidder's Letter Head.
XIV	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings of any of the foregoing. An undertaking stating this should be submitted by the bidder.	Undertaking regarding the same on the bidder's Letter Head.
XV	The bidder should declare that all the documents/certificates/information submitted by them against the EOI are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future EOIs/tenders of TCIL for a period upto 5 years.	Undertaking regarding the same on the bidder's Letter Head.
XVI	Mandatory Undertaking in compliance with GOI Order No. F. No. 6/18/2019-PPD dated 23.07.2020 regarding <i>“Restrictions on procurement from a bidder of a country which shares a land border with India”</i> (Physical Document to be submitted)	Undertaking regarding the same on the bidder's Letter Head as per format given in this EOI.
XVII	The bidder should submit affidavit along with the technical bid that they shall be able to arrange funds required for execution & shall not ask TCIL for any interim/advance payment with or without interest.	Affidavit regarding the same should be submitted.
XVIII	LOCAL OFFICE: The bidder should have local office in Delhi NCR to ensure satisfactory fulfillment of contractual obligation. In case office not available, bidder have to submit an undertaking on letter head that the local office shall be opened in Delhi-NCR within one month's time on award of work.	Undertaking regarding the same on the bidder's Letter Head.
XIX	Bidder needs to submit unpriced BOQ along with technical documents	
XX	INTEGRITY PACT: The bidder should submit signed Integrity Pact	Integrity Pact to be submitted as per as per

	with their offer. (<i>Physical Document to be submitted</i>)	format given in section 11 of this EOI.
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Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

2. Under taking for performance

Bidder Purchase Order(s) for any Project of TCIL was/were cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 5 years are not eligible to participate in this tender. The bidder needs to submit an Undertaking for the same.

3. INSURANCE

The Selected bidder shall take required insurance covers to protect itself & TCIL for any losses, damages etc. The insurance cover for all third party losses/damages shall also be taken in joint name of TCIL, first name being of TCIL. All insurances shall be at the expense/cost of the selected bidder only. The selected 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

4. SUB – LETTING

The bidder cannot assign or transfer and sub-contract its interest/obligations under the contract. Sub-letting is not allowed under any circumstances.

5. PURCHASE PREFERENCE TO MAKE IN INDIA

The work is indivisible as per GoI Order No. P-45021/2/2017-PP(BE-II) dated 04/06/2020. **Purchase preference to MII shall prevail.**

6. PRICE BASIS

(a) Bidders are requested to quote the Commercials per Format in Section-5 of EOI.

7. TECHNICAL AND FINANCIAL PROPOSAL

The bidder will submit Technical and Financial Proposal in separate envelopes before the submission deadline.

8. TECHNICAL PRESENTATION

Technical Presentation and demonstration of the product with a relevant document may be called for if required.

9. AMENDMENT OF EOI

At any time prior to the last date for receipt of offers, TCIL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time to take the amendment into account in preparing his/her offer, TCIL may, at their discretion, extend the last

date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.

10. The bidder must bid for complete solution as mentioned in this EOI.
11. TCIL reserves the right to accept or reject any or all the bids without assigning any reason. However TCIL reserves right to award the contract in the manner best suited to its requirement.
12. For any queries kindly contact Rajesh Kumar , JGM (Civil) and Mr. Rakesh Kumar Lakhera, DGM (Electrical).
 - (i). The bidder is required to quote for the complete solution in this EOI. Any additional items required to meet the technical and functional requirements as stipulated in this EOI should also be part of bidder scope. TCIL shall not bear cost for any such item needed for completeness/functionality of solution stipulated at later stage. Partial quotes are liable to be rejected.
 - (ii). All technical literatures, brochures, architecture, implementation methodology for operation and maintenance procedures and all the relevant details shall be submitted.

13. EVALUATION CRITERIA

Bids shall be evaluated on the highest revenue percentage as offered in the Commercial Bid mentioned in Section-5 of this EOI.

14. **EOIs received without Bid Security declaration shall be summarily rejected.**

15. CONTACT INFORMATION

TCIL Contact-1 - Mr. Rajesh Kumar , Joint General Manager (C)

Telephone: 011- 2620 2375, 9999969418

E-mail ID: rajesh.kumar@tcil.net.in

TCIL Contact-2 - Mr. Rakesh Kumar Lakhera, DGM (E)

Telephone: 011- 2620 2227 , 9818075026

E-mail ID:rakesh.lakhera@tcil.net.in

GePNIC Helpdesk -Telephone No. : 01204001005/002

16. INTEGRITY PACT:-

This EOI is covered under Integrity Pact Programme of TCIL and bidders are required to sign the Integrity Pact Document and submit same to TCIL before or along with the bids”. For further details, the Clause “Integrity Pact Programme” mentioned in the Section-2 of the EOI Document may be seen. Integrity Pact Agreement duly signed and stamped by Authorized Signatory & Witnesses has to be submitted in physical form at the time of bid submission EOI received without signed copy of the Integrity Pact document as instructed in Clause No. 2.22 will be liable to be rejected.

17. The Commercial Offers of only those parties who qualify technically shall be opened at time and date to be notified separately.

Deputy General Manager

(EE)

END OF SECTION-1

SECTION-2

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION(DEFINITIONS)

- 2.1.1 “Employer” means Telecommunications Consultants India Ltd. (TCIL)
- 2.1.2 “Bidder/ Agency/ Partner /Contractor” means the individual or firm or corporate body who participates in the EOI and submits its bid.
- 2.1.3 “Client” shall have meaning competent authority, who has permitted TCIL to set up the PCSs in an municipal area of Delhi at allotted locations
- 2.1.4 “Letter of Intent” means the communication of the intention of the Employer to the bidder for the purchase of services as per Purchase Order read with bid documents.
- 2.1.4 “Purchase/Work Order (PO)/LOI” means the order placed by the Employer on the Agency duly signed by the Employer’s authorized representative to purchase certain goods & services from the vendor/contractor.
- 2.1.5 “Contract Price” means considerations payable by agency as stipulated in the Purchase or Work Order for performance of specified contractual obligations.
- 2.1.6 The “Services” means all the services and other solutions which the agency is required to provide to the Employer under the contract

2.2 BIDDER TO BEAR COST FOR PROCESSING OF EOI

The Bidder shall bear all costs associated with the preparation , submission of the bid and signing agreement. The Employer in any case will not be responsible or liable for these costs regardless or the conduct of the bidding process.

2.3 BID DOCUMENTS

Bid Documents includes this EOI and any clarification or communications obtained from the Employer

2.4 CLARIFICATION AND AMENDMENT TO BID DOCUMENTS

2.4.1 Clarification on EOI Document

A prospective Bidder requiring any clarification of the EOI Documents may notify Employer in writing and Employer shall respond to any request for clarification received till specified cutoff date / time. Response of the Employer shall be published on CPP portal, TCIL website, and GePNIC portal including a description of the inquiry, but without identifying its source.

- 2.4.2 At any time, prior to the date of submission of bids, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

2.4.3 The amendments/Corrigendum will be notified on TCIL Website, CPP Portal and GePNIC portal and these amendments will be binding on them. Bidders are advised to visit these portals regularly for updates on this EOI.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Employer may at its discretion extend the deadline for submission of bid suitably.

2.6 COMMERCIAL BID

The commercials quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Employer) will be treated as non-responsive and rejected.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

2.8 VALIDITY PERIOD OF BID

Bid shall remain valid for **120 days** after the date of bid opening. The bid valid for a shorter period shall be rejected by the TCIL as non-responsive.

In exceptional circumstances, the Employer may request the consent of the bidder for an extension to the period of bid validity. Bidder accepting the request and granting extension will not be permitted to modify his bid.

2.9 MODIFICATION AND WITHDRAWAL OF BIDS

- i. Bid withdrawal/modification shall not be allowed after end date and time of bid submission.
- ii. Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the EOI or as extended, may result in the forfeiture of the bid security. No bid may be modified after the deadline for submission of bids.

2.10 CLARIFICATION OF BIDS

2.10.1 To assist evaluation and comparison of the bids, the Employer may at its discretion may ask the bidder for clarification of the bid.

2.10.2 No Post Bid Clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Employer in the Employer's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.11 EVALUATION OF EOI

- 2.11.1 The Employer shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Employer shall carry out detailed evaluation of the substantially responsive bids. The Employer shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.
- 2.11.2 Arithmetical error shall be rectified on the following basis :-
- a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Employer.
 - b) In case of discrepancy between words and figures, the amount in words shall prevail.
- 2.11.3 A bid determined as substantially non-responsive shall be rejected by the Employer.
- 2.11.4 The Employer may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- 2.11.5 The Employer shall evaluate in detail and compare the bids which are substantially responsive.
- 2.11.6 The evaluation of the ranking shall be carried out on the revenue share offered.
- 2.11.7 TCIL shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.12 BANNING OF NON-PERFORMING VENDOR

In case any of the vendor's work/PO/agreement is cancelled/terminated by TCIL after award, due to non-performance, the vendor may be banned/blacklisted upto 5 years or action as deemed fit may be taken by TCIL

2.13 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 2.13.1 The Employer does not bind himself to accept highest revenue share or any other bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Employer's action.
- 2.13.2 TCIL reserves the right to accept the whole or any part of the EOI and altering the quantities offered and EOI bidder shall supply the same at the rate quoted.

2.14 NOTIFICATION OF SUCCESSFUL BIDDER

- 2.14.1 Prior to the expiration of the bid period, the Employer will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.
- 2.14.2 Upon successful bidder furnishing of Performance Guarantee, the Employer will notify each successful bidder and will discharge its bid bond.

2.15 ISSUE OF LETTER OF INTENT

2.15.1 The issue of Letter of Intent shall constitute the intention of the Employer to place the Purchase Order with the successful bidder. In case of LOI, Delivery schedule will commence from LOI date.

2.15.2 The bidder shall within 10 days of issue of Letter of Intent give its acceptance along with Performance Guarantee in conformity with the bid documents. Bidder shall have to sign agreement as per format with in 30 days of acceptance of LOI.

2.16 CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid, forfeiture of the bid security and debarment from participation in EOI for 1 year, in which case Employer may make the offer to any other bidder at the discretion of the Employer or call for new bids.

2.17 DELIVERY

Delivery of the goods and services shall be made by the Agency in accordance with the terms specified by the Employer in the Special condition of the contract and goods shall remain at the risk of the Agency until delivery have been completed in full. The Schedule of delivery shall be the essence of the contract.

2.18 SUBMISSION OF BID

All documents shall have to be submitted in Electronic/Soft form in their online bid and shall not be accepted in physical form. For detail instructions please refer to Clause 2.21.. Only the following shall be accepted in physical form:

- (a) **Power of Attorney** in physical mode on Rs. 100 stamp paper (As per format given in Section-12) as per law in India or Board resolution (in Original) authorizing the signatory to act on behalf of the bidder with offline documents to be submitted with bid .The bidder should ensure that the Digital Signature used for uploading the EOI document in GePNIC portal should be of the authorized person mentioned in Power of Attorney/ Board Resolution only.
- (b) **Integrity Pact:-** The bidders are required to sign the Integrity Pact Document and submit same to TCIL before or along with the bids in physical form. EOIs received without signed copy of the Integrity Pact document as instructed in Clause No. 2.22 will be liable to be rejected
- (c) **Bid Security Declaration**
- (d) **Document as per Edibility criteria**

2.19 OPENING OF COMMERCIAL OFFER

Commercial offers of only those bidders whose Techno-Commercial offers are found to be responsive and acceptable to TCIL will qualify to be opened online. The qualified parties shall be notified with the date and time of the opening of the Price Offer in advance. Representative of the qualified parties may attend the Online Price Bid opening.

In case of any conflict in any of the terms mentioned at Section – 4, the same shall prevail over the terms mentioned in other sections.

2.20 DELETED

2.21 INSTRUCTIONS REGARDING ONLINE BID SUBMISSION

Participating in this EOI shall be through online submission only. The bidders can contact NIC for **Telephonic Help Support** on Toll Free Help Desk Number- **1800 3070 2232** for requisite queries regarding registration, training , demonstration etc of Government e-Procurement System of NIC (GePNIC)

Bidders may further note that on-line bid submission can be quite time-consuming. They are advised to start their uploading of bid sufficiently in advance to ensure complete uploading of bid within stipulated time.

2.21.1 Bidding Methodology:

Single-stage Two-Bid System (Technical Part and Financial Part to be submitted at the same time) shall be followed.

2.21.2 Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and to become compliant with IT Act 2000, Digital Signature

Certificate (**Signing & Encryption Certificates**) of type **Class 3** issued by any Certifying Authority (CA) under Controller of Certifying

Authorities (CCA) of India.

2.21.3 Minimum Requirements at Bidder's Desktop/Laptop

The bidders can contact NIC on Toll Free Help Desk Number- **1800 3070 2232** regarding **desktop/laptop requirements for submission of bids on GePNIC portal.**

2.21.4 On-Line Submission

The On Line Submission will have the following activities:

- i) Submission of **Technical Part** as under:

Technical Part must contain the following which is required to be submitted in the Main

Bid/Bid Annexure:

- a) Duly filled in Bid Submission Form as per Section – 8.
- b) Scanned copy of Documentary Evidence of Eligibility Criteria
- c) A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Section of the EOI on the Letter Head of their Organization.
- d) Un-priced Bid Schedule as per Section-5
- e) Any other supporting documents the bidder wishes to submit as a part of

Technical Offer

- ii) Submission of **Financial Part** :- Financial Part must contain the Price Bid Schedule as per Section-5.

The entire bid-submission as above would be online on GePNIC Portal.

2.22 .INTEGRITY PACT PROGRAMME

a. As a part of implementation of Integrity Pact Programme (IPP) in TCIL, all EOI/Tenders with the estimate value equal to or exceeding the threshold value will be covered under the Integrity Pact Programme (IPP) and the vendors are required to sign the IP document and submit the same to TCIL before or along with the bids. The current threshold value is Rs. 5 Crore.

b. Even in case of Tenders with the estimated value less than the threshold value, the vendors would be required to sign the IP document if the total value of the Purchase Orders (POs) exceeds the threshold value in respect of:

- Multiple/repeat POs on the single vendors against a Tender
- POs placed on multiple vendors against a Tender.

c. Only those vendors who have purchased the Tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer, i.e. Chief Vigilance Officer (CVO) TCIL in the prescribed proforma.

NAME OF IEMSWITH THEIR CONTACT DETAILS:

- i) Shri Prabhash Singh, Independent External Monitor
Email ID: srgmhrbrbpl@gmail.com
- ii) Shri S.K. Sarkar, Independent External Monitor
E mail ID: sksarkar1979@gmail.com

d. If the Order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.

e. In respect of EOI/Tenders for Pre-bid tie up/Expression of Interest (EOI): In case of TCIL getting the Order from the client, before placement of Purchase Order/Work Order on technically & commercially qualified vendor, the selected vendor is required to sign the IP document.

f. IP document shall be in plain white sheet and to be signed by the vendor and TCIL with two witnesses from each party. The name, designation, company etc. of the persons signing the IP document and the project/EOI/Tender name shall be clearly mentioned. All pages of the IP document shall be initiated by both parties along with company seal.

g. Tender received without signed copy of the Integrity Pact document will be liable to be rejected.

2.23 ADVICE TO BIDDERS FOR AVOIDING REJECTION OF THEIR OFFERS

The Employer has to finalize its purchase within a limited time schedule. Therefore, it may not be feasible for the Employer to seek clarifications for a long time in respect of incomplete offers. The bidders are advised to ensure that their bids are complete in all respects and conform to the terms, conditions and bid evaluation criteria of the EOI/Tender/EOI. Bidders not complying with EOI/Tender/EOI requirements may cause rejection of their bids.

2.24 SUBMISSION OF FORGED DOCUMENTS

Bidders should note that TCIL may verify authenticity of all the documents/certificate/information submitted by them against the EOI/Tender/EOI. In case at any stage of EOI/Tendering process or Contract/PO execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the EOI/EOI/Tender/contract conditions, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security submitted by the bidder.

2.25 SUBMISSION OF BANK GUARANTEE

Bank Guarantee to be submitted in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. Details of beneficiary for issue of BG under SFMS Platform are as below:-

Name Of Beneficiary and ITS Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi:- 110048
Name Of Beneficiary Bank and ITS Details	Name	ICICI Bank Limited
	Address	9-A PHELPS Building, Connaught Place, New Delhi:- 110001

	IFSC Code	ICIC0000007
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Alternatively, BG can also be submitted in physical form from a Scheduled Commercial Bank through its Delhi Branch only.

END OF SECTION-2

SECTION-3

GENERAL TERMS & CONDITIONS

3.1 PRICE APPLICABILITY

Prices in the Purchase Order/LOI/contract shall remain valid for the period contract period .

3.2 STANDARDS

Deleted .

3.3 PATENT RIGHTS

The Agency shall indemnify the Employer against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

3.4 PERFORMANCE SECURITY

3.4.1 Within 10 days of the Agency's receipt of Letter of Intent (LOI), the Agency shall furnish a Performance Security in the form of a Bank Guarantee for an amount given in Section-1 of the EO/Tender, in the prescribed TCIL format , as per Clause 2.25.

3.4.2 The proceed of performance security shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor. Recovery/adjustment due to LD or any other loss to TCIL shall be in addition to point .

3.4.3 The Performance Security will be discharged by the Employer after 90 days of completion of the Agency's obligations .

3.4.4 Failure of the successful bidder to submit the Performance Security or bidders' failure to complete its obligations under the contract shall constitute sufficient ground for the annulment of the award / cancellation of the award of work and forfeiture of the bid security/performance security.

3.4.5 Additionally, TCIL reserves the right to debar such defaulting bidder from participating in future bids for a period up to 5 years

3.8 CHANGE ORDERS

The Employer may at any time by written order given to the Agency make changes within the general scope of the contract in any one or more of the following:-

- a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Employer.
- b) Method of transportation or packing.

c) Place of delivery.

d) Services to be provided by the Agency.

3.9 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Employer.

3.10 Liquidated Damages

In case the selected bidder fails to set up PCSs by the schedule date or extension granted without levy of LD in writing, TCIL reserve the right to recover from agency a penalty on back to back basis or at the rate of Rs. 10,000 per week per PCS subjected to maximum Rs. 70,000/- each PCS, whichever is higher

3.11 ARBITRATION

All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this tender shall be referred to and decided by a sole arbitrator, who shall be appointed by the CMD, TCIL. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996 and the venue of the arbitration shall be in New Delhi. The proceedings of arbitration shall be in English language.

In case the Agency wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the jurisdiction.

For Public Sector Undertaking/Government Departments:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between the parties such dispute or difference shall be taken up by the either party for resolution through AMRCD as mentioned in DPE OM No. 4(1),2013-DPE(G)/FTS-1835 dated 22.05.2018 and subsequent O.M’s issued w.e.t. AMRCD.

Any party arrived with the decision of the committee at the 1st level (tier) may prefer an appeal before the cabinet secretary at the second level (tier) with in 15 days from the date of receipt of decision of the committee at the first level though its Administrative Ministry/ dept in terms of para 4,5 and 7 of the above DPE OM dated 22.05.2018 whose decision will be final and binding on all concern .”

3.12 RISK PURCHASE

In the event of Agency’s failure to execute the contract to the satisfaction of the Employer, the Employer reserves the right to terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get the Contract executed by other agency .

3.13 APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Delhi and to all Courts at Delhi having jurisdiction in appeal there from.

3.14 GENERAL LIEN (Set-off)

Whenever under this contract any sum of money is recoverable from and payable by the Agency, the Company shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the Agency, if a security is taken from the Agency. In the event of the Security being insufficient or if no security has been taken from the Agency, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Agency or which at any time thereafter may become due to the Agency under this or any other contract with the Company. Should this sum be not sufficient to cover the full amount recoverable, the Agency shall pay to the Company on demand the remaining balance due.

3.15 Deleted.

3.16 Extension of time during execution

Other special circumstances which may occur, other than through a default of or breach of contract by the selected bidder for which he is not responsible, being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof. After due diligence TCIL will, determine the amount of such extension and shall notify to the selected bidder accordingly. However Successful bidder will bear cost of any any deposits/licence fees/penalties/levies etc levied by the client during extended period on back to back basis.

3.17 FORCE MAJEURE

The supplier shall be exempted from the responsibility for any non-performance arising from a case of force majeure or act of God, hereinafter called force majeure (a) war and (b) earthquake. If such circumstances should arise, the supplier shall inform the purchaser within 72 hours in writing of the existence of the fact before suspending work without penalty on either side from the period of such suspension not exceeding 3 months. Likewise, it must proceed to inform the end of such fact. As soon as the facts constituting a force majeure cease in their effects, the supplier shall restart or continue the fulfillment of its obligations agreed upon. Should suspension of work as explained above exceed three months, the contract shall be violable at the option of either party without penalty on either side.

3.18 TERMINATION FOR DEFAULT

3.18.1 The Employer, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Agency, terminate this contract in whole or in part.

- a) if the Agency fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the Employer .
- b) if the Agency fails to perform any other obligation(s) under the contract; and
- c) if the Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Employer may authorize in writing) after receipt of the default notice from the Employer.

d) On a notice period of 30 days.

3.18.2 In case of pre-mature termination of contract by TCIL, the Agency shall be paid on proportionate basis for the period for which he has provided the services, after due deduction.

3.18.3 On termination of contract TCIL has rights to remove all hardware and Software, if any from the premises of Agency within a reasonable period of time as per their convenience and Service Provide will facilitate the same

3.19 TERMINATION FOR INSOLVENCY

The Employer may at any time terminate the Contract by giving written notice to the Agency, without compensation to the Agency if the Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the Employer

3.20 Purchase Preference

Purchase Preference to MSEs and Purchase Preference to Make In India is applicable if So mentioned in Special Conditions of EOI/Tender.

3.21 ADD ON/REPEAT ORDER.

a) In exceptional situation where the requirement is of an emergent nature, the purchaser reserves the right to place repeat order up to 50% of the value of goods and services contained in the running tender/contract within a period of twelve months from the date of commissioning/commercialization of the project (date of acceptance of APO of the items procured in case where no installation, commissioning is involved) at the same rate or a rate negotiated with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

b) Further if required, an additional order for 50% of the value of the goods & services limited to 100% of the value of goods and services contained in the running tender/contract may be placed within a period of twelve months from the date of commissioning/ commercialization of the project (date of acceptance of APO of the items procured in case where no installation, commissioning is involved) on the existing vendors at the same rate or a rate negotiated considering the reason ability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.).

3.22 QUANTITY VARIATION

TCIL will have the right to increase or to decrease up to 25% of the value of goods and services, specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract. No. of PCSs may also get reduced by the client, in thatcase,TCIL shall not be responsible in any way for loss of business, damages etc.

3.23 FALL CLAUSE.

(a) The commercials once fixed will remain valid during the Entire period. Further, if at any time during the contract

- i. It comes to the notice of Employer regarding higher revenue for the similar Project;And/or
- ii. The prices received in a new EOI/Tender for the same or similar project are more than the revenue payable under the contract.

The Employer, for the purpose of extended time , if any, will determine and intimate the new price, taking into account various related aspects such as quantity of PCS , geographical location etc. In case the vendor does not accept the new revenue to be made applicable during the extended time period , the Employer shall have the right to terminate the contract without assigning any reason for the same .

(b) The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as “We have not increased the revenue for similar work to any organization including Department of central/state Government or any central/state PSU at a revenue than the price payable under the contract for extended time .”

In case under taking as in (b) above is not applicable, the vendor will give the details of revenue, the name(s) of Employer, quantity etc. to the Employer, while applying extension of delivery period.

END OF SECTION-3

SECTION – 4

SPECIAL CONDITIONS OF CONTRACT

(Note:- Provisions mentioned in this Section-4 shall complement terms/provisions mentioned in other sections. However, in case of conflict, terms/provisions mentioned in Section-4 shall prevail.)

4.1 PRICE BASIS

Revenue share on sale generated through Charging of EV, Battery swapping, advertisement etc. at the awarded PCSs. For revenue calculation, sale price excluding GST shall be considered. Revenue shall also include sale value of self-vehicle charging. Employer reserve the right to negotiate with H1 bidder.

4.2 PAYMENTS TERMS

- On the basis of fortnightly & monthly reports, bidder will raise invoice to TCIL for their revenue share. GST component will be shown separately.
- The selected bidder shall have to pay monthly licence fee to client on back to back basis in advance by 7th day of each calendar month and shall share receipt thereof with TCIL on the same day itself.
- The Selected bidder is required to submit daily sales report along with details of all the individual logs of different vehicles and tallied with charger-wise consumption through all modes and also for revenue generated from advertisements as mentioned above.
- Summarized fortnightly & monthly reports shall also be shared. TCIL shall have the right at its discretion to audit the accounts of the selected bidder to verify the details provided by the bidder and the selected bidder shall provide required assistance for the purpose.
- Payment shall be made to selected bidder through online transfer from the designated account in which all payments credited / cash deposited by bidder for charging of EV and other sale .
- Electricity connection will be in the name of TCIL however all the payment for monthly electricity bill / late fee shall be paid/borne by selected bidder on receipt of bill from TCIL. All fee/ security deposit for taking the connection shall be paid by the selected bidder Upon completion/termination if the security money returned by Discom/Bses shall be paid to contractor after settlement of account .
- Contractor have to coordinate with discom to take the power supply to make PCS functional
- Land allotted for PCS shall not be used for any other commercial purpose other than as mentioned above without written approval. Additional activities, if permitted, can be considered on mutually agreed terms and conditions and revenue sharing

4.2.1 Non Payment of Monthly Licence Fee and other dues:

The selected bidder will have to pay license fee to client on monthly basis in advance by 7th day of each calendar month and share receipt to TCIL. Non-payment of monthly license fee and other dues within the prescribed date will constitute breach and shall render permission liable to be revoked. Besides the selected bidder shall pay simple interest @ 15% per annum on the amount of the permission and other dues remaining outstanding after due date and falling in arrears. Interest shall continue to accrue till the monthly license fee and other dues are finally squared up. Such interest shall be charged for the full month if the payment of monthly license fee and other dues is not made by the due date with arrears. If case, payment remain outstanding for a maximum period of 3 months the permission granted shall stand terminated. Upon termination of contract, exit terms of the client shall be applicable on back to back basis.

4.3 ESCROW ACCOUNT

One Escrow account will be opened and maintained between TCIL and Client for disbursement of 50 % share of advertisement of client share balance 50% TCIL and bidder share will be transferred to dedicated TCIL account. This dedicated TCIL account will be opened and maintained for day to day collection of EV charging and any other revenue. 50 % share of advertisement will be credit in this dedicated account for further sharing of revenue with selected bidder

4.4 TIME PERIOD

90 days from the date of allotment of site(s) for setting- up the PCSs. Time shall be essence of contract.

4.5 SCOPE OF WORK

Bidder shall be responsible for design, finance, execution, operation & maintenance works including revenue collection etc. and revenue generation through sale of space for advertisement at PCS, TCIL branding shall also be part of design of PCS. Scope shall cover solution requirement including but not limited to the following:

- Design and implement of EV Charging Station capable of charging 2, 3 & 4 wheelers & E-rickshaw on allocated sites with battery swapping provision as required. Design of PCS should conform to the guidelines issued by GOI/client in this regard.
- Supply, installation and commissioning of EV charges as per requirement of different specified locations,
- To fund capital expenditure for design, supply, installation, testing & commissioning and for successful operation and maintenance of EV Charging Station for 10 Years.
- To collect fee for charging of EVs and battery swapping from end customers/users.
- To provide one 4 Wheeler Car with AC not old more than 2 years, with driver and fuel for TCIL office use and all expenses of running of the car shall be borne by the agency.
- To do comprehensive & satisfactory operation and maintenance of EV charging stations during the 10 years period as per requirement. Agency shall ensure sufficient manpower for operations & maintenance. Availability of required spares shall be ensured to minimize downtime of PCS.
- Shall provide & maintain application based interface for Charging Station management software for system management and to facilitate public notification of charges, locations of the PCSs, bookings of slots, payment receipts etc. TCIL shall be provided the rights for monitoring the operations.
- To arrange for payment gateway to receive payments from users in digital mode and to pay charges for payment gateway and charges for software to make PCS user friendly etc.
- Create infrastructure and provision for outdoor promotion and advertising, to maximize revenue through sale of advertisements at PCS locations.. To generate additional revenue through advertisements permitted by law on web based application.
- Invoicing for advertisement, realization of payments thereof to the credit of escrow account.
- To deposit / credit the revenue collection on daily basis (including for advertisements as above) in escrow account.
- The selected bidder is required to take approval from TCIL prior to installation of any hoarding or other media related to marketing of PCS. TCIL branding shall be part of such hoardings/media.
- Land allotted for PCS shall not be used for any other commercial purpose other than as mentioned above without written approval. Additional activities, if permitted, can be considered on mutually agreed terms and conditions and revenue sharing.

4.6 PURCHASE RIGHT TO VARY QUANTITIES

TCIL will have the right to increase or to decrease up to 25% of the value of goods and services, specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract. No. of PCSs may also get reduced by the client, in that case, TCIL shall not be responsible in any way for loss of business, damages etc.

4.7 CLIENT TERMS AND CONDITIONS

The selected bidder shall comply all existing and amended policies of the Govt or the client from time to time and shall be liable to pay any deposits/licence fees/penalties/levies etc. as applicable for the work and also for fixation of tariff for charging of E-Vehicles and guidelines for setting up and O&M of PCSs, battery swapping facility etc. on back to back basis. All the conditions of the client and subsequent amendments (if any) shall be applicable to agency on back to back basis.

4.8 Co-branding and Advertisement:

Selected bidder shall have the right of advertisements and branding activities in & around of or peripheral to Charging Units or Charging Hubs at the Location. The revenue from such advertisement and branding activities (if any) shall be shared between the Client and TCIL and successful bidder in the ratio of 50% to client from 100%, share of TCIL % from 100% (as quoted in financial bid) and remaining to selected bidder from 100%.

Contractor shall follow the guidelines contained in Outdoor Advertisement Policy, 2017, DMC Act & Advertisement Bye Laws as amended from time to time. The unit area rate for advertisement/display will be decided as per the tendered rate/approved rate of client or selling price of the advertisement by Contractor, whichever is higher. The revenue generated on this account will be deposited in an Escrow Account and will be shared between client, TCIL and Contractor in the above said ratio. Calculation of revenue from advertisement will be done on actual basis i.e. on the basis of total revenue earned by Contractor on this account.

4.9 INDEMNIFICATION :-

The agency shall indemnify defend and hold TCIL and any of its directors, officers, members, employees and all of its and their successors and assigns, harmless from and against any and all claim liabilities judgement including but not limited to reasonable attorney fees arising out of or incurred in connection with a breach of any representation, or covenant by agency including against any and all damages from third party claims which arise out of or relate to first (i) agency negligent acts or omissions, recklessness or misconduct. or (ii) the loss of life or any injury to person or property due to conditions existing at the property

4.9 DISCLAIMER

The EOI for setting up PCS in Delhi contain brief information about scope of work . While all effort have been made to ensure accuracy of information contained in EOI document. This document does not purport to contain all the information required by bidder . The bidder should conduct their own independent assessment ,investigation and analysis and should check the reliability ,accuracy and completeness of the information at their end and obtain independent advice from relevant resources as required before submission of their bids. TCIL or any its employee shall incur no liability under any law ,statute ,rules or regulations as to the accuracy or completeness of the EOI document .

END OF SECTION-4

SECTION-5

COMMERCIAL BID SCHEDULE

Bidder has to quote revenue sharing percentage as per the format.

<u>Description</u>	Percentage of Revenue Sharing in Words and Figure
We agreed all the terms and conditions mentioned in the EOI document and corrigendum's. We offer our percentage as mentioned in respective column for "Selection of partner for Establishing, Operation and maintenance of EV charging stations at designated location in Delhi "	

END OF SECTION-5

SECTION-6

**DECLARATION OF BIDSECURITY
BID SECURITY DECLARATION**

We, the undersigned, declare that:

We , M/s (herein referred as bidder) understand that according to bid clause No , bids may be supported with a Bid Securing Declaration, therefore rather than submitting the Earnest Money Deposit, bidder render the declaration that:-

Bidder will automatically be suspended from being eligible for bidding in any contract with TCIL (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if bidder are in breach of any of the following obligation(s) under the bid conditions:-

- (a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- (b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this tender or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing (PBG) of this tender.
- a) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Bidder understand that this declaration shall expire if Bidder are not the successful Bidder and on receipt of purchaser' s notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name:

Designation:

Office Seal:

Place: _

Date: ____

END OF SECTION-6

SECTION - 7

PERFORMANCE BANK GUARANTEE (PBG Format)
(TO BE ISSUED BY A DELHI BRANCH)

M/s. Telecommunications Consultants India Ltd.,

TCIL Bhawan, Greater Kailash-I

New Delhi – 110 048 (INDIA)

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

In consideration of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Agency” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Agency having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and TCIL having agreed that the Agency shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Agency) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Agency having failed to perform the Agreement and despite any contestation on the part of above named Agency.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature

Manager

Seal of Bank

END OF SECTION-7

SECTION-8

BID SUBMISSION FORM

Offer No.: _____

Date: _____

To
Group General Manager (MM)
Telecommunications Consultants India Limited
TCIL Bhawan, Greater Kailash-I,
New Delhi-110 048 (INDIA).

Dear Sir,

In response to your **EOI/Tender No.** **dated**
.....for
“.....” , we
hereby submit our offer herewith :-

1. Bidder Name : _____
2. Website Address : _____
3. Email Address : _____
4. Address for Communication : _____

5. Telephone Number : _____
6. Fax/Telefax Number : _____
7. Authorised Person - Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____
8. Alternate Person - Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____
9. PAN Number : _____
10. TIN Number : _____
State : _____
11. Service Tax Regn. No. : _____
12. GST / Provisional ID No. : _____

13. ARN No. : _____
14. TAN : _____
15. Principal place of business as per GST registration : _____
16. ECC Number : _____
17. Beneficiary's complete Bank Details in case payment through LC is approved.
 Bank Account No. : _____
 IFSC / NEFT Code : _____
 Name of the Bank : _____
 Address of the Branch : _____

18. Deleted

19. Particulars of EOI/EOI/Tender Fee

- Amount : Rs. _____
 DD No. : _____
 Date : _____
 Name of the Bank : _____
 Address of the Bank : _____

20. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

Year	Annual Report attached at Page No.	Turnover in Rs. (Lakh)
Average Turnover		

21. Details of similar work / order executed during last 2 years (Please submit copy of completion certificate from the client.)

Description of the Work/Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date	Doc. Evidence at Page No.

22. Please mention the place from where shipment will be effected.

—

23. Country of Origin of Goods offered (Itemwise)

—

24. Please Mention Mode of Shipment (Sea/Air/Rail/Road)

—

25. Are you a MSME Unit. If yes, please furnish Registration Details, Name of the DIC / State.

—

—

26. If you are MSME is it owned by SC/ST Entrepreneur. If Yes, please specify the Name of the Owner who is SC or ST.

—

27. If you are MSME is it owned by Women Entrepreneur. If Yes, please specify the Name of the Women Entrepreneur

—

28. Are you a Startup Unit. If yes, please furnish Registration Details of certificate issued from DIPP

—

29. Following Documents are submitted to substantiate other eligibility criteria.

i) _____

ii) _____

iii) _____

DECLARATION

- 1) We have read and understood the terms & conditions of the above mentioned EOI/Tender and comply to all Terms & Conditions of your EOI/Tender.
(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the EOI/Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.
- 4) This offer contains _____ No. of pages including all Annexures and Enclosures.

Place:

Date:

Signature of Authorised Signatory

Name:

Designation:

Seal:

END OF SECTION-8

- SECTION 9-

No-Conviction Certificate

[On the letter head of the Organization]

Offer No.: _____

Date:

To

Group General Manager (MM),
Telecommunications Consultants India Limited,
TCIL Bhawan, Greater Kailash-I,
New Delhi-110 048 (INDIA)

Dear Sir,

In response to your above EOI/Tender, This is to certify that _____ (Name
of the organization), having registered

office at _____

(Address of the registered office) has never been blacklisted or restricted to apply for any
such

activities by any Central / State Government Department or Court of law anywhere in the
country.

Signature:

Name of the Authorized

Signatory: Designation:

Contact details (including E-mail):

Date:

In case of Joint Venture, No-Conviction Certificate has to be submitted by all the partners.

- END OF SECTION 9 -

SECTION – 10

INTEGRITY PACT

[As per format given in TCIL Website – Link https://www.tcil.net.in/public/pdf/integrity_pact.pdf

END SECTION 10

SECTION -11

Format for Power of Attorney to be submitted by bidder

SPECIAL POWER OF ATTORNEY

Know all men by these presents that we (name of Company) _____, incorporated in India under the Companies Act, 1956 and having its Registered Office at _____. (India) ("Hereinafter called the Company") DOTH hereby nominate, constitute and appoint (Name, Designation) _____, S/o _____ to be true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To represent the Company to all intents and purposes in connection with the matters pertaining to signing & submission of (EOI/Tender No,EOI/Tender Date, EOI/Tender Description) _____, _____, _____ and all affairs ancillary or incidental thereto.

2. AND the Company hereby agrees that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof (Name , Designation) _____, _____ of the Company acting for and on behalf of the Company under the authority conferred by the Board of Directors of the Company in its _____ meeting held on (Date) _____ has signed this Power of Attorney at (place) _____ on this (Date) _____.

The signatures of (Name , Designation) _____ given below are hereby certified.

Signature : _____

SIGNATURES OF (Name , Designation) _____

CERTIFIED

Signature : _____

WITNESS:-

Signature: _____

(Name , Designation): _____

END OF SECTION -11

START OF SECTION -12

Regarding restriction on procurement from countries sharing Land Border with India- Declaration

A.

R

Requirement Of Registration:-

Any bidder from a country which shares a Land Border with India will be eligible to bid in any procurement whether of goods, services(including consultancy services and non-consultancy services) or works(including turnkey projects) only if the bidder is registered with the Competent Authority.

B.

S

Submission of Declaration:-

The bidder needs to submit the following declarations as applicable:-

I. For Products & Services

"We have read the clause/guidelines/Order No. F. No. 6/18/2019-PPD dated 23.07.2020, regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s _____(name of the bidder) is not from such a country or their beneficial owner is not from such a country or if from such a country, has been registered with the Competent Authority. We certify that bidder M/s _____(name of the bidder) is importing only raw materials/components/ sub components from entities having beneficial ownership from countries sharing Land Border with India and not the finished products or if procuring finished goods from the agencies having beneficial ownership from countries sharing Land Border with India has been registered with the Competent Authority. We hereby certify that bidder M/s. _____(Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the EO/Tender.

[wherever applicable the bidder must submit evidence of valid registration by Competent Authority]

Note:- No registration is required for the Indian Bidder, who is importing only raw materials/components/ sub components from entities having beneficial ownership from countries sharing Land Border with India . However, registration will be mandatory in case the Indian bidder is procuring finished goods from the Agencies having beneficial ownership from countries sharing Land Border with India, as effectively it becomes a case of "Indian Agent" of a foreign Agency.

II. For Work Contracts including Turnkey contracts in any procurement :-

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. Bidder shall submit the following certificate in this regard:

"We have read clause/guidelines/Order No. F. No. 6/18/2019-PPD dated 23.07.2020, regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors. We certify

that bidder M/s _____(name of the bidder) is not from such a country or their beneficial owner is not from such a country or if from such a country, has been registered with the Competent Authority.

We certify that bidder M/s _____(Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor/owner is registered with the Competent Authority. We hereby certify that bidder M/s. (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the EOI/Tender. "

[wherever applicable the bidder must submit evidence of valid registration by Competent Authority]

Note:-

The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. If certificate for “Guidelines for eligibility of a Bidder from a Country which shares a land border with India” (as mentioned as (a) & (b) above) given by a bidder whose bid is accepted, is found to be false, TCIL shall take action of forfeiting of EMD and/or banning business/blacklisting the bidder.

END SECTION 12

SECTION 13

FORM OF AGREEMENT

THE AGREEMENT made on _____ day of _____ 20__ between the TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, NEW DELHI (hereinafter called the "TCIL") of one part and M/s

_____ (hereinafter called the Contractor") or the other part.

Whereas TCIL is desirous that Contractor shall execute the work vide tender

No.....

NOW THIS AGREEMENT WITNESSETH as follow:

1. In the Agreement words and expressions have the same meanings as are respectively assigned to them in the conditions of contract thereinafter referred to.
2. The following standard documents in addition to the documents attached with NIT, shall be deemed to form and be read and construed as part of Agreement viz.
 - The Letter of Acceptance.
 - Tenderer's offer & corrigendum's.
 - The Conditions and Specifications of the client.
3. In consideration of the payments to be made by selected bidder to the TCIL, the Selected bidder here by covenants with TCIL to execute complete and maintain the works in conformity in all respects with the provisions of the contract.

IN WITNESS whereof parties have hereunto set their respective hands and seals the day and year first above written.

For & on behalf of the TCIL

For & on behalf of the Tenderer

Witness

- 1.
- 2.

- 1.
- 2.

END SECTION 13

Section 14

Selected bidder have to construct EVCS in 3 ECS considering following but not limited to

1. The bidder have to install charger for charging 2/3/4 wheeler. Charger should be approved by ARAI.
2. EVCS should be constructed on MS structure and covered with canopy .
3. EVCS should be equipped with CCTV camera.
4. EVCS should be equipped with digital payment gate way.
5. EVCS Should be equipped with Solar power generation for net metering (if permitted by Discom).
6. Proper barricading around EVCS.
7. There should be sufficient provision for outdoor promotion / advertisement .
8. Proper lighting arrangement on EVCS and hording .
9. Sufficient seating space for customer.
10. EVCS canopy should be water proof

Design of EVCS may subject to approval by TCIL before construction. .