



Date: 08.03.2022

Notice No. EOI No.: TCIL/ CIVIL /2021/ EV -2 dated: 23.02.2022

CORRIGENDUMNO. 1

Sub: EOI for Selection of partner for Establishing, operation and maintenance of EV charging stations at designated locations in Delhi . Regarding Modification, addition ,pre bid query reply and extension of time

In reference to EOI No.: TCIL/ CIVIL /2021/ EV-2 dated 23.02.2022, Bidder's are requested to consider following :-

Modification in Clauses			
S. NO	Clause no.	Existing Clause	Revised Clause
1	VIII(i)	<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 (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 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/CG2 Bharat DC001 15kW3 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</p>	<p>(i).Bidder should have installed EV charging station capable of charging 2/3/4 wheelers Electrical Vehicles (capacity not less than 180 kW) at minimum one location in any part of India for a central /State Government department (i).Bidder should have installed EV charging station capable of charging 2/3/4 wheeler Electrical Vehicles (capacity not less than 180 kW) at minimum one location in any part of India for a central /State Government department or 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/CG2 Bharat DC001 15kW3 Combo Fast charger (AC Type-2,



		<p>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>CCS2, CHAdEMO),</p> <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>
2	VIII(v)	<p>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>	<p>Bidder should have experience of Establishing minimum 10 Nos. Electrical Vehicle Charging Station for 2/3/4 wheelers in any Central or state government's department/ PSUs or reputed private organization on revenue sharing basis during last one year from the last date of bid submission. Total 10 Nos. Station must include at least one no. station as mentioned in clause no. VIII (i)</p>
3	4.6 PURCHASE RIGHT TO VARY QUANTITIES	<p>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.</p>	<p>TCIL will have the right to increase or to decrease up to 25% of EVCS on same terms and conditions of contract. If No. of PCSs may get reduced by the client, in that case, TCIL shall not be responsible in any way for loss of business, damages etc.</p>
4	3.22 QUANTITY VARIATION	<p>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</p>	<p>Refer clause no. 4.6 of Special Condition of contract</p>



		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.	
5	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	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 (iii) Bidder shall keep TCIL fully indemnified against all claims, damages or expenses whatsoever including any litigation cost/ cost associated to protect/ defend TCIL and Client against third party claim arising in the course of execution of contract.
6	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	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



		<p>the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.</p> <p>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 reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.).</p>	<p>negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.</p> <p>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 (downwardly) considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.</p>
7	<p>III Power of attorney</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>	<p><u>AUTHORIZATION LETTER/ BOARD RESOLUTION :</u></p> <p>The bidders need to submit board resolution along with authorization Letter in Online mode authorizing the signatory to act on behalf of the bidder. The Authorized person should be either authorized by Board or a employee authorized by one of the following person who has the Board Resolution to delegate authorization to other :</p> <ol style="list-style-type: none"> 1. Managing director



			<ol style="list-style-type: none">2. The Chief Executive Officer3. The manager;4. The Company Secretary5. The Whole-time director6. The Chief Financial Officer <p>The bidder should ensure that the Digital Signature used for uploading the tender document in e tender portal should be of the authorized signatory</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 11 of this EOI.</p>
8	XX Integrity Pact	Integrity Pact to be submitted as per as per format given in section 11 of this EOI.	Integrity Pact to be submitted as per as per section 10 of this EOI.
9	IX	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.	NON-BLACKLISTING : The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt. /PSU as on date of submission of the Bid.“No-Conviction Certificate” duly signed by authorized signatory signing the bid, should be submitted in the prescribed format.
10	XV Integrity Pact	Mandatory Undertaking in compliance with GOI 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 ” (Physical Document to be submitted)	The bidder shall submit an undertaking on their letter-head stating that: “In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that: “We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we (in case of Consortium all the Consortium Partners) are not from such a country or



			<p><i>their beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries, if from such a country, have been registered with the Competent Authority.</i></p> <p>We hereby certify that we (in case of Consortium all the Consortium Partners) fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”.</p>
<p>11</p>	<p>3.18 Termination on Default</p>	<p>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.</p> <p>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 .</p> <p>b) if the Agency fails to perform any other obligation(s) under the contract; and</p> <p>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.</p> <p>d) On a notice period of 30 days.</p> <p>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</p>	<p>a) TCIL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.</p> <p>if the supplier fails to deliver any or all the services/goods within the time period specified in the contract, or any extension thereof granted by TCIL.</p> <p>if the supplier fails to perform any other obligation(s) under the contract;</p> <p>if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as TCIL may authorize in writing) after receipt of the default notice from TCIL.</p> <p>Failure of the successful bidder to comply with the requirement of submission of performance security shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.</p> <p>b) In the event TCIL terminates the contract in whole or in part</p>



		<p>provided the services, after due deduction.</p> <p>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</p>	<p>pursuant to above clause, TCIL may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the supplier shall be liable to TCIL for any excess cost for such similar goods/services. However, the supplier shall continue the performance of the contract to the extent not terminated.</p>
12	3.18 Risk Purchase	<p>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 .</p>	<p>a) In case, the sub-contractor/ Supplier is not performing its obligations under the contract, the notice shall be sent as per law to the sub-contractor informing that in case of non performance by a particular date/period, the contract shall be terminated and the work/project will be executed (through a third party) at the risk and cost of the said sub-contractor/ supplier as per the terms of the contract.</p> <p>b) On completion of the specified period/date, the notice of termination shall be issued clearly specifying that the remaining work shall be executed (through a third party) at the risk and cost of the sub-contractor/supplier. Along with this notice of termination, intimation shall be sent to the said sub-contractor/supplier for joint preparation of inventory of the works performed/ supplies already undertaken by him. If the sub-contractor/supplier fails to turn up on an appointed date for joint preparation of inventory, in that situation he shall be proceeded ex</p>



			<p>parte and the inventory shall be prepared by TCIL/Employer and the same be sent to the sub-contractor/supplier.</p> <p>c) Further at the time of award of work to another sub-contractor/ Supplier, if the work is awarded at an additional cost than the original sub-contractor/ Supplier, another notice may be issued to the original sub-contractor/ Supplier specifying that the work has been awarded to another agency at the additional cost of such and such amount, and he is liable to pay that amount to TCIL.</p> <p>d) Demand notices may be sent to the original sub-contractor/ Supplier from time to time.</p>
13	3.14 GENERAL LIEN (Set-off)	<p>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.</p>	<p>a) Whenever under this contract, any sum of money is recoverable from and payable by the supplier, the purchaser shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the supplier, if a security is taken from the supplier. In the event of the security being insufficient or if no security has been taken from the supplier, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the supplier or which at any time thereafter may become due to the supplier under this or any other contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the supplier, shall</p>



			<p>pay to the purchaser on demand the remaining balance due.</p> <p>b) Any some of money (including refundable security deposit) due and payable to the supplier, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by TCIL and set off against any claim of TCIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.</p>
14	3.23 Fall Clause	<p>(a) The commercials once fixed will remain valid during the Entire period. Further, if at any time during the contract</p> <p>i. It comes to the notice of Employer regarding higher revenue for the similar Project; And/or</p> <p>ii. The prices received in a new EOI/Tender for the same or similar project are more than the revenue payable under the contract.</p> <p>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 .</p>	<p>a) The prices once fixed will remain valid during the scheduled delivery period. Further, if at any time during the contract</p> <ul style="list-style-type: none">• It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service; <p>And/or</p> <ul style="list-style-type: none">• The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract. <p>The purchaser, for the purpose of delivery period extension/during rate contract, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In</p>



		<p>(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 .”</p> <p>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.</p>	<p>case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.</p> <p>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 reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”</p> <p>In case under taking as in (b) above is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.</p>
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15	VI(i)	<p>. TURNOVER:</p> <p>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>. TURNOVER:</p> <p>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 excluding GST .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) excluding GST .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>
16	Section 9	No Conviction Certificate	Revised Format for Section 9 attached with this corrigendum.
17	XVI	<p>Mandatory Undertaking in compliance with GOI 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” (Physical Document to be submitted)</p> <p>Undertaking regarding the same on the bidder’s Letter Head as per format given in this EOI.</p>	Deleted



**Additional Clauses ,
Clause 2.26**

RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

Bidders shall submit the following certificate for sourcing products and services in tender

"We have read the clause 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 if from such a country, 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 this EOI. The bidder will not source those products & services whose beneficial owner is from such countries "

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

GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA':

As per Order dated 23.07.2020, issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard, the following guidelines have been issued by DoE for tenders:-

1. 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.
Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020.
2. "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.
3. "Bidder from a country which-shares a land border with India" for the purpose of this Order means;-
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The beneficial owner for the purpose of (3) above will be as under:-



- i. 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 (s), 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 agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural persons) 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**;
- iii. 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;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. 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.
- vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Clause 2.27 At any time, in case it comes to the knowledge of TCIL any of wrong information related with eligibility of the bidder or non-compliance to any terms and conditions of tender, then TCIL reserves the right to cancel or reject the bid of such bidder, cancel the tender or take any other action as deemed fit in accordance with tender terms and conditions.



SECTION-9

NO-CONVICTION CERTIFICATE

[To be submitted on the Letterhead of the Bidder]

Offer No.: _____

Date: _____

To

[Executive Director ,Civil]
Telecommunications Consultants India Limited,
TCIL Bhawan, Greater Kailash-I,
New Delhi-110 048 (INDIA)

Sub: Self Declaration of not been blacklisted for [EOI No.] dated [EOI date]

Dear Sir,

This is to notify you that our Firm /Company/ Organization <provide Name of the Firm/ Company/ **Organization**> intends to submit a proposal in response to [EOI No.] dated [EOI date]for [EOI Name].

In accordance with the above, we declare that:

- We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of goods / services as required under this [EOI No] dated [EOI date].
- We are neither banned/ debarred/ blacklisted/ put on holiday list nor action for banning / debarment / blacklisting / holiday listing has been initiated by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date of submission of the Bid.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:



Telecommunications Consultants India Limited
(A Government of India Enterprise)
TCIL Bhawan, Greater Kailash-I, New Delhi - 110048



CIN: U74999DL1978GOI008911

Pre bid query Response :-

TCIL reply of queries is attached as Annexure 1

Dates :-

Last date & time for Online submission of Bids : 15-03-2022, 15:00 hrs.

Online Opening of Technical Part (Part-I) : 16-03-2022, 15:00 hrs

Bidders are advised to visit TCIL website www.tcil.net.in for any further updates and information.

DGM (EE)

**Telecommunications Consultants India
Ltd. TCIL Bhawan, Greater Kailash-I,
New Delhi-110048.**

Tel No.:+91-11-26202226

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

Reply of Queries Annexure 1

S.N.	Name of Company	EOI Reference	Description as Per RfP	Queries of the bidder	TCIL Reply
1		Section 1	<p style="text-align: center;">II. NET-WORTH & PROFIT MAKING: Net worth: Bidder should have positive Net Worth as on 31.03.2021. Profit/ Loss Bidder should be in profit before tax (PBT) in two out of last three years</p>	<p>We recommed the tender committee to remove the mentioned clause as such the setting up EV Charging infrastructure business in an nascent stage & most of the companies/bidders are a early stage . Hence such kind of Financial requirement will be difficult for bidders to meet. OR We recommed the tender committee to amend the below mentioned clause as</p>	
		Page No.6		"Profit/ Loss Bidder should be in profit before tax (PBT) in one out of last three years ".	NO Change in eligiblity criteria
2		Section 1	<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 1 Bharat AC001 10kW, 3CG, 3.3kW/CG 2 Bharat DC001 15kW 3 Combo Fast charger (AC Type-2, CCS2, CHAdeMO), 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. 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>Whether the bus Charging will be included in all types of Electrical vehicles? Please clarify.</p>	Kindly refer corrigendum No. 1
				<p>Also we recommend the tender committee to restrict the scope of EV Charging to 2W/3W/4W vehicle type & remove the type(such as 1 Bharat AC001 10kW, 3CG, 3.3kW/CG 1 Bharat AC001 10kW, 3CG, 3.3kW/CG 2 Bharat DC001 15kW 3 Combo Fast charger (AC Type-2, CCS2, CHAdeMO),</p>	NO Change in eligiblity criteria
3	JBM Renewals	Section 1	<p>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>	<p>As such, the setting up EV Charging infrastructure business in an nascent stage, We recommend the tender committee to amend the mentioned clause as :-</p>	Kindly refer corrigendum No. 1
		Page No.8		<p>" Bidder should have experience of for establishing minimum 10 Nos.Electrical Vehicle Charging Station for any Central or state government's department/ PSUs during last one year from the last date of bid submission".</p>	
4		Section 1	<p>TCIL has been permitted to implementation of Electrical - vehicles Charging stations in Delhi Muncipal limits.currently 73 Nos concessional sites has been offered by the client to TCIL</p>	<p>Kindly share the Location list & area avialible for EV Charging?</p>	<p>The proposed locations are with in the muncipal limits of south Delhi .</p>
5		Section 4	<p>To provide one 4 WheelerCarwith AC not oldmore 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.</p>	<p>We recommend that, we should be paid for providing the services.</p>	<p>No Change in terms</p>

6		Section 1	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.	If the license fee for Rs. 2000/- will be levied extra per ECS per month, then in such case will the an amount of Rs. 1.00/- per KWh of energy dispensed for charging of electric vehicles towards the rental charges for the land and Revenue sharing criteria be excluded? Please clarify.	No Change in terms of EOI
		Page No.4			
7		Section 4	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	We kindly request you to share the schedule of requirements?	Kindly refer corrigendum No. 1
8		Section 4	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%.	How the Advertisement revenue be assessed & how will it be calculated & distributed? Kindly Clarify	Please refer The clause 4.8 Co-branding and Advertisement: of EOI
9	Jio BP	Eligibility Criteria	I. TURNOVER: 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	1. EV Charging service is a new business in India and many established companies are entering in this business.	Kindly refer corrigendum No. 1
		VI, Page no. 6		2. EV Charging operators generate revenue through services.	
				3. Hence, restricting turnover criteria to only electrical work and civil works will restrict the wider participation from companies	
				4. Across India, authorities like CESL, BEST, PMPML, DTL have kept turnover criteria neutral of the nature of business	
				5. Considering above, please allow companies to participate in the EOI and meet the revenue criteria from any of their businesses	
10		Eligibility Criteria VI, Page no. 6	II. NET-WORTH & PROFIT MAKING: Net worth: Bidder should have positive Net Worth as on 31.03.2021. Profit/ Loss Bidder should be in profit before tax (PBT) in two out of last three years .	1. EV Charging service is a new business in India and companies are investing heavily in the business. Hence, please relax the PBT criteria to only last one year.	NO Change in eligibility criteria
11		Eligibility Criteria VII, Work Experience, Page no. 6	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) OR 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) OR 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)	1. Work criteria will restrict participation in this EOI and will favour only a few companies. 2. Across India, authorities like CESL, BEST, PMPML, DTL have kept the criteria specific to number of charging and battery swapping stations for wider participation 3. In fact, BEST waived of this criteria completely to allow established companies which are new entrants EV charging business. 4. Hence, please allow companies with experience of at least 10 numbers EV charging stations/ Battery swapping stations to participate in this EOI	NO Change in eligibility criteria
12			4.2 (i) – “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 TCIL revenue share plus GST as applicable on monthly basis, within 7 days of the next month, for which invoice shall be raised by TCIL.”	NO Change in terms

13	M/s Zivah International		4.2 (v) - 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.	Consider to Waive	NO Change in terms
14			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	“The successful bidder shall have to open an escrow account with TCIL and/or with TCIL & client in case required by client and ensure that all of the collection of revenue from different modes including from advertisements etc. shall be credited to the designated escrow account(s) day to day basis”	NO Change in terms
15			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.	6 Months instead of 90 days.	NO Change in terms
16			4.5 (v) – 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.	Consider to Waive	NO Change in terms
17	M/s Labotek		(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 1 Bharat AC001 10kW, 3CG, 3.3kW/CG 2 Bharat DC001 15kW 3 Combo Fast charger (AC Type-2, CCS2, CHAdeMO), 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. 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	We would request you to allow companies which are getting the EV Fast Chargers manufactured through OEM’s which are based in India and are having the technical capability to install, commission and maintain the charger post installation. In case of any point of failure/ technical glitch, the company will be the sole point of contact in accordance to the MOU / Agreements signed with the OEM in India. Therefore, we would request you to relax the clause 8(i) as this will ensure greater participatioan and more competitive rates as per the CVC guidelines	Kindly refer corrigendum No. 1