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KorbaMunicipal Corporation
Government of Chhattisgarh



Request for Proposal

Volume – I
Instruction to Bidders

“Selection of Agency for Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station along with Maintenance for 2years” at various identified locations in Korba city

August 2024

Tender No: 159040 (1st Call)

Nagar Nigam Head Office, Near CSEB Colony, Korba
(Chhattisgarh)

प्रतिलिपि:- प्रोग्रामर, संचालनालय नगरीय प्रशासन एवं विकास
विभाग, नया रायपुर (छ.ग.) को Uad.cg.gov.in
में अपलोड किये जाने हेतु प्रेषित ।

Data Sheet

1.	Name of the project	RFP for “Selection of Agency for Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station along for 2 years at various identified locations in Korba city”
2.	Tender issued by	KorbaMunicipal Corporation (KMC)
3.	Mode of Bidding	Online; through E-Procurement portal https://eproc.cgstate.gov.in . Also, Hard copies of the same are to be submitted by speed/registered post only at the below mentioned address.
4.	Contract Period	For 6 months of development period plus 2 (two) years of maintenance and may be extendable for another 3 terms of 1(one) year, based on the satisfactory performance of the Agency and at the sole discretion of KMC.
5.	Cost of RFP Documents	INR. Rs. 3,000 (IN Words Rupees Three Thousand Only) non-refundable, in the form of only DD name “commissioner municipal corporation Korba”
6.	Earnest Money Deposit/Bid Security	INR. 50000 (INR Fifty thousand) to be paid in form of Demand Draft or FDR only.
7.	Last Date of receiving Pre-Bid queries (Online Only)	Email Id – corporationkorba@gmail.com
8.	Date of Prebid Meeting	07.10.2024 MIC Room Saket Bhawan, Korba
9.	Last date and time of Submission of bid online	21.10.2024
10.	Last date and time of Submission of hard copy documents	24.10.2024
11.	Opening of Technical Bid	25.09.2024
12.	Opening of Financial Bid	25.09.2024
13.	Place of obtaining RFP Documents	The tender can be downloaded from Chhattisgarh e-Procurement website: http://www.eproc.cgstate.gov.in/
14.	Address for Correspondence	Nagar Nigam Head Office, Near CSEB Colony, Korba (Chhattisgarh) Phone:

**Korba Municipal Corporation
Government of Chhattisgarh**



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August 2024

Tender No:

**Nagar Nigam Head Office, Near CSEB Colony, Korba
(Chhattisgarh)**

Disclaimer

The information contained in this Request for Qualification cum Proposal document (the “RFP”) or subsequently provided to Bidder(s), in the documentary form by or on behalf of the Authority or any of its employees, or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially in RFP, the Agreement and Schedules, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bidding document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bidding document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conductor or outcome of the Bidding Process.

Request for Qualification cum Proposal Document

Contents of the Document

Volume I : Instruction to Bidders

Volume II : Draft Agreement

Data Sheet

1.	Name of the project	RFP for “Selection of Agency for Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station along for 2 years at various identified locations in Korba city”
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6.	EarnestMoneyDeposit/Bid Security	INR. 50000 (INR Fifty thousand) to be paid in form of Demand Draft or FDR only.
7.	Last Date of receiving Pre-Bid queries (Online Only)	Email Id –
8.	Date of Prebid Meeting	
9.	Last date and time of Submission of bid online	
10.	Last date and time of Submission of hard copy documents	
11.	OpeningofTechnicalBid	
12.	OpeningofFinancialBid	
13.	PlaceofobtainingRFP Documents	The tender can be downloaded from Chhattisgarh e-Procurement website: http://www.eproc.cgstate.gov.in/
14.	Address Correspondence for	Nagar Nigam Head Office, Near CSEB Colony, Korba (Chhattisgarh) Phone:

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Instruction to Bidders

1 INTRODUCTION

1.1 About Korba

Korba is the One of urban centre in Chhattisgarh with a population of 3,65,253 (census 2011). Korba city is the administrative headquarters of the Korba district. Korba Municipal Corporation (KMC) is the urban local body for the Korba city and is governed by the provisions of the Chhattisgarh Municipalities Act, 2003.

Korba is an industrial hub, offering income generating opportunities and activities to a larger population. Industrialisation has led to the establishment of allied industries as well, and the service sector has also flourished. City’s economy is driven by trade and commerce, services, banking, real estate, industries and mining activities in the peripheral regions. Korba is a major commercial hub of Central India and it serves adjacent states like Madhya Pradesh, Maharashtra, and Odisha etc.

1.2 Project Background

1.2.1 With the growth of economy, Indian cities have been witnessing an increasing trend in motorization with deteriorating air quality, and there have been calls to promote public transport as a way out of this gridlock.

In this context, the electric vehicles can play a positive role, as there are several benefits associated with the shift from conventional diesel vehicles to electric vehicles in terms of reduction in local pollution, noise, and fuel consumption. Currently, the Electric Vehicle (EV) technology is associated with significant capital costs, with the battery component constituting about half of the total manufacturing costs. Safety is yet another important parameter, and the biggest concern is that of a fire hazard. Electric vehicles have already been deployed on a large scale globally, and the technology is mature and evolving continuously. The current policy climate in India is rightly addressing the challenges of electric vehicles, providing an environment to accelerate their adoption and implementation. However, like any new technology, policy implementers, such as State Road Transport Undertakings (SRTUs), need a better understanding of the technology and policy landscape, along with a robust assessment of the benefits.

Electric vehicles are about three times more energy efficient than vehicles with internal combustion engines. Because of the vast infrastructure needed to charge electric vehicles (EVs), utilities hold the keys to accelerating their deployment. By accelerating EV deployment, utilities can increase energy demand and revenue growth. Most of this power is available during daytime and the electric vehicle charging at commercial and office spaces also are expected at this time. Korba Municipal Corporation (KMC), as an agency to improve the quality of infrastructure and allied amenities for delivering and enhancing the services to its citizens is in the process of facilitating and encouraging the EV users by installing the charging stations at various locations in the city.

The key objectives of installation of Electric Vehicle Charging Station are as below:

- a) To enable faster adoption of electric vehicles in Korba city by ensuring safe, reliable, accessible and affordable Charging infrastructure.
- b) To create an ecosystem for utilizing electric vehicles in the city
- c) To Support the National commitment to reduce greenhouse gas emissions by improving air quality, especially in cities
- d) To Promote shared mobility and clean transportation
- e) To proactively support creation of EV Charging Infrastructure in the initial phase and eventually create market for EV Charging business in the state.

- f) To generate employment /income opportunities for small entrepreneurs.

Name of the “Project”
“Selection of Agency for Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station along Maintenance for 2 years at various identified locations in Korba city”

Kindly refer to Section 8 Scope of Work of Volume I – Instruction to Bidder for further details of the Project.

1.2.2 Korba Municipal Corporation (KMC), Government of Chhattisgarh (the Authority”) intends to select an agency for “Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station along Maintenance for 2 years at various identified locations in Korba city”.

1.2.3 Sealed Bids are invited for Selection of Agency for “Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station along Maintenance for 2 years at various identified locations in Korba city” (the “Project”). The summary of premises is as mentioned in the clause 1.5 below.

1.2.4 Consortium or Joint Venture is not allowed to participate in this bid.

1.2.5 The Selected Bidder (the “Agency”) shall be responsible for “Procurement, Supply, Installation, Testing and Commissioning along Maintenance of Electric Vehicle Charging Station” at various identified locations in Korba in accordance with the provisions of the Agreement (the “Agreement”), to be entered into between the Agency and the Authority.

1.2.6 The scope of work shall be essentially divided into 2 parts in which the first part is the Procurement, Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station at various identified locations in Korba and the second part is Maintenance of installed Electric Vehicle Charging Station in accordance with the applicable laws, norms and guidelines.

KMC hereby invites online bids for Selection of Agency for Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station along Maintenance for 2 years at various identified locations in Korba city (excluding 6 months of development period).

The detailed scope of work is provided in the Section 8 of this document (**Scope of Work of the Agency**). The Agency shall procure, supply, install test and commission the Electric Vehicle Charging Station at the locations identified by Authority. In consideration of undertaking the Contract obligations of the project facility and other related payment obligations toward Authority, the Agency shall be entitled to undertake the activities permitted as per the details therein the Agreement, and negotiate, levy, demand, collect and appropriate the fee/revenue from the user’s thereof. The Scope of Work and related obligations of the selected bidder shall be governed by the terms of these Bidding Documents and the draft Agreement to be provided before signing.

1.2.7 The draft Agreement and the Schedules sets forth the detailed terms and conditions for grant of the Contract to the Agency, including the scope of the services and obligations of the Agency.

- a) The term “Agency” shall mean and include the person or persons, firm or company who has been appointed by the KMC to Supply, install, test and commission the electric vehicle charging station along with maintenance at various identified locations in Korba city. The Agency shall commence the works as per the scope of work provided in the RFP document (**Section 8– Scope of Work of the Agency**). In case of natural death, the persons, him/he, his/her heirs, executors and administrators and in the case

of a partnership firm, the partner or partners for the time being of the firm shall be termed as Agency.

- b) The term “Contract” or “Agreement” shall mean and include: All the tender documents but not limited to Tender Notice, RFP, Agreement or any corrigendum/ Addendums only.
- c) A “Day” shall mean a day of 24 hours from 00:00:00 am to 23:59:59 PM irrespective of the number of hours worked in that day, unless otherwise specified.
- d) The term “Designated Officer” shall mean the officer appointed or designated by KMC to monitor the project.
- e) The term “Designated Charging Location area/premises” shall mean the area meant for charging of electric vehicles at various identified locations in Korba.
- f) The term “Agency” and “Bidder” are used synonymously in this document.
- g) The term “Contract Value” is the amount quoted and finalized post negotiation (if applicable) by the agency for all charging stations location for the procuring, supply, installation, testing and commissioning of electric vehicle charging stations in Korba, which shall be inclusive of GST.
- h) The term “OEM” means the Original Equipment Manufacturer of any equipment/system/product who is/are providing such Goods to the Authority under the scope of this RFP or the Contract;
- i) The terms and conditions based on which the Bidder is selected for allotment of project shall be an integral part of the Contract.
- j) The Agency shall be responsible for obtaining at their cost all the statutory approvals/ permits/ License/ permission as required for the installation, operation and maintenance of the project at its own cost as required under the applicable laws.
- k) Agency shall during the period of contract, pay all rates, taxes and all other charges due and becoming due in respect of the project thereupon.
- l) The management of the project will be governed by the terms and condition of Contract.
- m) KMC shall reimburse the cost of for implementation of charging station as per the payment schedule mentioned in the Agreement.

1.2.8 The statements and explanations contained in this Request for Proposal (the “RFP” document) are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency or the Authority’s rights to - amend, alter, change, supplement or clarify the - scope of work, the contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and the Authority shall entertain no claims on that account.

1.2.9 The Authority invites single stage two envelope bid (“Bid”) comprising of technical and financial offers pursuant to this RFP and in accordance with the terms set forth in this RFP as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Documents”). All Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bid (the “Bid Due Date”).

1.2.10 The Selected Bidder shall undertake the Project in accordance with the Guidelines & Policies issued by the MoP and Department of Heavy industries or by any of the concerned Government (Government of India and Government of Chhattisgarh) throughout the initial contract period of 6 months of development period plus 2 years maintenance.

1.2.11 Contract period is for 6 months of development period plus 2(two) years of maintenance (the “**Contract Period**”) which may be extendable for another 3 (three) terms of 1 (one) year, based on the satisfactory performance of the Agency and at the sole discretion of KMC. After the completion of Contract period, the designated charging location area/premises shall be transferred back to Authority.

1.3 Brief description of Bidding Process

The Authority has adopted a Single Stage Two Envelope bidding process (the "Bidding Process") for selection of the Bidder for award of the Project and invites Bids from eligible parties (the “Bidders”).

- i. Government of India has issued guidelines (see Appendix-V) for qualification of bidders seeking to acquire stakes in any public-sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.
- ii. The Bidder shall submit in separate envelopes, the Qualification Proposal (the “**Qualification Proposal**”) and upload the financial offer (the “**Financial Proposal**”) as part of the Bid. The Qualification Proposal involves qualification of interested parties based on their Technical Capacity and Financial Capacity in accordance with the provisions of Clause 3. Based upon the Qualification Proposal submitted by the Bidders, the Authority shall shortlist Bidders whose Financial Offers are eligible for opening in next step in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 days (one hundred and eighty days) from the Bid Due Date.
- iii. Interested parties may download the RFP documents from the website of the Authority at www.eproc.cgstate.gov.in. This RFP contains information about the Project, bidding process, Bid submission, qualification and Financial Proposal requirements

1.3.1 As a part of the Qualification Proposal, Bidder(s) would be required to furnish all the information as specified in this RFP and any other documents provided by the Authority. The criteria of pass/fail for the Qualification Proposal of the Bidders shall depend upon the Bids being responsive in terms of this RFP document and upon their meeting in entirety the minimum eligibility and qualification criteria as laid down in this RFP document.

1.3.2 The Financial Proposal, of only those Bidders who are found to be eligible as per the evaluation of their Qualification Proposal shall be opened and evaluated.

1.3.3 In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security of Rs 50,000 (Rupees Fifty thousand) (the “Bid Security”) through Demand Draft or FDR only in favour of “The Commissioner”, Korba Municipal Corporation, payable at Korba, Chhattisgarh.

1.3.4 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the work including implementation of the Project.

Bids are invited based on financial quote of the bidder. Whereas the financial quote for the procurement & installation of charging station at all identified locations on least cost basis which shall be paid by the Authority. The Agreement period is pre-determined and fixed as specified in Clause 1.2.11. After evaluation of Qualification Proposal and subject to requirements of the RFP, for financial quotes shall be given in accordance to the clause 3.8 which shall constitute the sole criteria (the “Bid Parameter”) for evaluation of Bids and the selection of the Successful Bidder.

1.3.5 The lowest Bidder shall not be allowed to participate, in the fresh bids invited by the Authority, in case the lowest Bidder is rejected due to non-acceptance of Letter of Award issued by the Authority or due to misrepresentation made by the Highest Bidder in the first round of bidding for this Project.

1.3.6 The Bidding documents include the Section 8 - Scope of Work and is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the project before submitting their Bids. Nothing contained in the in Section 8 - Scope of Work shall be binding on the Authority and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Section 8 - Scope of Work.

1.3.7 Further and other details of the Bidding Process to be followed and the terms thereof are spelt out in the subsequent sections of this Request for Proposal.

Any queries or request for additional information concerning this RFP shall be submitted in writing and by e-mail so as to reach the officer designated in Data Sheet by the specified date. The envelopes/ communication shall clearly bear the following identification/ title: Queries/ Request for Additional Information: Request for Proposal Document – “**Selection of Agency for Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station along with Maintenance for 2 years at various identified locations in Korba city**” Korba, Chhattisgarh

1.4 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

NO.	EVENT DESCRIPTION	DATE
1.	Name of the project	RFP for “Selection of Agency for Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station along with Maintenance for 2 years at various identified locations in Korba city”
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7.	Last Date of receiving Pre-Bid queries (Online Only)	Email Id –
8.	Pre-bid Meeting	

9.	Last date and time of Submission of bid online	
10.	Last date and time of Submission of hard copy documents	
11.	Opening of Technical Bid	
12.	Date of opening of Financial Bid	
13.	Letter of Award	
14.	Signing of Agreement	Within 30 days of issuance of LOA
15.	Validity of Bids	180 days from Bid Due Date
16.	Correspondence Address	Nagar Nigam Head Office, Near CSEB Colony, Korba (Chhattisgarh) Phone:

Note: In case any above mentioned date (except online submission date) lies on public holiday, the next working day shall be considered as such date.

Authority will endeavour to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates, if the need arises. Such change, if any, would be uploaded at Authority’s website from time to time.

INSTRUCTIONS TO BIDDERS

2 GENERAL

2.1 Scope of Bids

The Authority wishes and invites Bids from experienced and capable Bidders in the format and within the specified date and time as described in this Request for Qualification cum Proposal.

Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

The Bidder shall furnish a Bid Security of value equivalent to Rs. 50,000 (Rupees Fifty thousand only) in accordance with the provisions of this Request for Qualification cum Proposal. The Bidders will have an option to provide Bid Security only in the form of Demand draft (DD) or FDR drawn in favour of The Commissioner, Korba Municipal Corporation, drawn on any scheduled/nationalised bank in India and payable at Korba or in the form of a Bank Guarantee acceptable to the Authority, as per format given in the draft Agreement.

The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security of unsuccessful Bidder(s) shall be returned post award of contract to the Successful Bidder or no later than bid validity period from the Bid Due Date except. The Bid Security of the Successful Bidder shall be returned post signing of the Agreement and submission of performance security by the Selected Bidder.

2.2 Eligibility of Bidders

For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

- a) A Bidder is eligible to submit only one Bid for the Project.
- b) The Bidder may be a single entity.
- c) A Bidder can be a company incorporated under the Indian Companies Act, 1956 (ii) a trust registered under the Indian Trusts Act, 1882 or the Bombay Public Trusts Act, 1950 (or other applicable laws) or (iii) a society registered under the Societies Registration Act, 1860 (or other applicable laws) or (iv) a not-for-profit company incorporated under Section 8 of the Indian Companies Act, or (v) a Partnership firm registered under The Partnership act, 1932 or the Limited Liability Partnership (LLP) incorporated under Limited Liability Partnership Act, 2008 Government of India Project or (vi) A sole Proprietorship firm.
- d) A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement or otherwise. Without limiting the generality

of the above, A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - ii. a constituent of such Bidder is also a constituent of another Bidder; or a
 - iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - v. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s’ information about, or to influence the Bid of either or each other; or
 - vi. Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- e) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder or Agency, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without

the Authority being liable in any manner whatsoever to the Selected Bidder for the same.

- f) For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- g) This RFP is not transferable.
- h) Any award of work pursuant to this RFP shall be subject to the terms of Bidding Documents.
- i) The Bidder should submit a Power of Attorney along with Board resolution in favour of executants as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder.
- j) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
- k) The following conditions shall be adhered to while submitting a Bid:
 - i. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
 - ii. in responding to the qualification, Bidders should demonstrate their capabilities in accordance with Clause 2.2, 3.1, 3.2 and 3.3;
- l) While Qualification is open to persons from any country, the following provisions shall apply:
 - i. Where, on the date of the Bid, not less than 15% (Fifteenpercent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder is held by persons resident outside India or where a Bidder is controlled by persons resident outside India; or
 - ii. if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (Twenty-five percent) of the aggregate issued, subscribed and paid-up equity share capital or control, by persons resident outside India, in or of the Bidder;
 - 1) then the Qualification of such Bidder or in the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final, conclusive, and binding on the Bidder.
 - 2) The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

- 3) The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.
- m) Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, the financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3 Number of Bids and costs thereof

No Bidder shall submit more than one Bid for the Project.

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to the site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5 Acknowledgement by Bidder

It shall be deemed that by submitting the Bid, the Bidder has:

- a) made a complete and careful examination of this Request for Qualification cum Proposal;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in this RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.3 above;
- d) agreed to be bound by the undertakings provided by it under and in terms hereof;
- e) satisfied itself about all matters, things and information including matters referred to in Clause 2.3 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder; and
- f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.3 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Bidder.
- g) acknowledged that it does not have a Conflict of Interest; and
- h) agreed to be bound by the undertakings provided by it under and in terms hereof

The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating

to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept or reject any or all Bids

Notwithstanding anything contained in this Request for Qualification cum Proposal, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

The Authority reserves the right to reject any Bid and appropriate the Bid Security if;

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- a) invite the remaining Bidders to submit their Bids in accordance with Request for Qualification cum Proposal; or
- b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the lease thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the agency either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Request for Qualification cum Proposal, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Agency, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to this Request for Qualification cum Proposal. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance here with. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.7 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2B. DOCUMENTS

2.7 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Criteria for Evaluation and Evaluation of Bids
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous
- Section 7. Dispute Resolution
- Section 8. Scope of Work

Appendices

- i. Letter comprising the Qualification Proposal and Annex I-IV
- ii. Power of Attorney for signing of Bid (if applicable)
- iii. Guidelines of Department of Disinvestment
- iv. LoA for Electric vehicle Charging Stations sanctioned under FAME India Scheme Phase II
- v. MoP Guidelines & Standards
- vi. Letter for Financial Proposal

The Vol-II Draft Agreement provided by the Authority as part of the Bid Documents shall be deemed to be part of this Request for Proposal.

2.8 Clarifications

Bidders requiring any clarification on the RFP may notify the Authority in writing in accordance with Clause 1.3.7. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.4. The Authority shall endeavour to respond to the queries within the period specified therein. The responses will be sent by e-mail. The Authority will forward all the queries and its responses there to, to all purchasers of the RFP without identifying the source of queries.

The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Request for Qualification cum Proposal. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of Request for Qualification cum Proposal

At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

Any Addendum thus issued will be uploaded on the e-Procurement website of CG i.e. www.eproc.cgstate.gov.in only. The Bidders must submit their Bids in compliance of the latest updates, addendums, modifications or amendments issued by the Authority. The Authority does not assume any responsibility to bidders, who fails to submit their bids in accordance with latest updates, addendums, modifications or amendments issued by the Authority before Bid Due Date. In such case the Authority may reject any bid for the non-compliance of hereunder.

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may extend the Bid Due Date.

2C PREPARATION AND SUBMISSION OF BID

2.10 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by true translations of it in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.11 Format and signing of Bid

The Bidder shall provide all the information sought under this Request for Qualification cum Proposal. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

The Bidder shall prepare 1 (one) original set of the Bid (together with originals/ copies of documents required to be submitted along therewith pursuant to this Request for Qualification cum Proposal) and clearly marked “ORIGINAL”. In addition, the Bidder shall submit 1 (one) copy of the Bid, along with documents required to be submitted along therewith pursuant to this Request for Qualification cum Proposal, marked “COPY”.

The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover.

2.12 Sealing and Marking of Bids

The Bidder shall submit the Qualification Proposal in the format specified at Appendix-I, together with the documents specified in this Clause 2.13 online through e-

Procurement website of CG www.eproc.cgstate.gov.in and also submit the hard copy sealed in an envelope and mark the envelope as “Qualification Proposal”. The Bidder shall submit the Financial Proposal only online through e-Procurement website of CG www.eproc.cgstate.gov.in

The Bidder shall put Qualification Proposal with its respective enclosures and shall then seal the same in an outer envelope that shall also be marked in accordance with this Clause 2.13.

Each Qualification Proposal envelope shall contain:

- a) Qualification Proposal in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- b) copy of Memorandum and Articles of Association, if the Bidder is a body corporate;
- c) copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding three years companies having START UP INDIA certificate will be exempted.
- d) Bid Security in the form of DD or FDR

The envelopes having the Qualification Proposal shall clearly bear the following identification:

Bid for: “Request for Proposal Document – “Selection of Agency for Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station along with Maintenance for 2 years at various identified locations in Korba city”, Korba, Chhattisgarh.

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date shall be indicated on the right-hand corner of each of the envelopes.

“Please don’t submit/send the financial offer/quote in form of hardcopy/softcopy while submitting the qualification proposal, it has to be online submission only. If any bidder submits/sends the financial offer/quote in the while submitting the qualification proposal, then the bidder is deemed to be rejected and will not be considered for further evaluation of the bids.”

Address for corresponding:

ATTN. TO:	
AUTHORITY:	Korba Municipal Corporation
ADDRESS:	
E-MAIL ADDRESS:	
PHONE NO.:	
WEBSITE	https://eproc.cgstate.gov.in/

If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.13 Bid Due Date

Bids should be submitted up until 17.30 hours IST on the Bid Due Date as specified in Clause 1.4, at the address provided in Clause 1.4 in the manner and form as detailed in this Request for Qualification cum Proposal.

The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.14 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15 Modifications/ substitution/ withdrawal of Bids

The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.12, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2D. EVALUATION PROCESS

2.16 Opening and Evaluation of Bids

The Authority shall open the Qualification Bids at 11.30 hours IST as on date specified in the clause 1.4, at the place specified in Clause 1.4 and in the presence of the Bidders who choose to attend.

Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.15 shall not be opened.

The Authority will subsequently examine and evaluate Qualification Bids in accordance with the provisions set out in this Section.

Bidders are advised that qualification of Bidders will be entirely at discretion of Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from evaluation of eligibility of the Bidder.

In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from evaluation of eligibility of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clause 2.7

The Bidders who meet the eligibility criteria set forth in Clauses 2.2 and clause 3.2 will be shortlisted and eligible for opening the Financial Proposal as per the clause 3.8.

The opening of Bids and acceptance thereof shall be substantially in accordance with this Request for Qualification cum Proposal.

The proposed Agreement shall be deemed to be part of the Bid

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Tests of Responsiveness

Prior to evaluation of Qualification Proposal, the Authority shall determine whether each Qualification Proposal is responsive to the requirements of the Request for Qualification cum Proposal. A Qualification Proposal shall be considered responsive only if:

- a) it is received as per format at Appendix-I.
- b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14;
- c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses
- d) it is accompanied by the Power of Attorney for signing the Bid and Power of Attorney for Lead Member in the case of a Consortium as specified in Clause 2.2;
- e) it contains all the information and documents (complete in all respects) as requested in this Request for Qualification cum Proposal;
- f) it contains information in formats same as those specified in this RFP;
- g) it contains certificate from its Statutory Auditors/Chartered Accountant in the format specified at Appendix-I of the RFP;
- h) it is accompanied by the payment towards the Bidding Documents fee (non-refundable) as specified in Clause 1.4;

- i) it is accompanied by Demand Draft towards the Bid Security or the unconditional, unequivocal and irrevocable Bid Security in form of Bank Guarantee as specified in Clause 2.26.
- j) it does not contain any condition or qualification; and
- k) it is not non-responsive in terms hereof;
- l) it submits the Qualification Bid, bid security envelopes as stipulated in this Request for Qualification cum Proposal.

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

2.20 Clarifications

To facilitate evaluation of Bids, the Authority may seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought under Clause 2.9 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2E. QUALIFICATION AND BIDDING

2.21 Short-Listing and Notification

After the evaluation of Bids for Qualification, the Authority would announce a list of short-listed qualified Bidders whose Financial Proposals shall be liable to be opened. At the same time, the Authority would notify the other Bidders that they have not been short-listed. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

2.22 Submission of Bids

The Bidders are requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

2.23 Proprietary Data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.24 Correspondence with the Bidder

Save and except as provided in this Request for Qualification cum Proposal, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2F. BID SECURITY

2.25 Bid Security

The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1 and 2.2 hereinabove. The Bidders will have an option to provide Bid Security in the form of Demand draft (DD) or FDR drawn in favour of The Commissioner, Korba Municipal Corporation, drawn on any scheduled/nationalised bank in India and payable at Korba

or in the form of Bank Guarantees per the format given in Schedule-5 of the agreement. In case of Bid Security being in the form of a Bank guarantee, the same shall be issued by a Scheduled Bank or Nationalized Bank in India, in favour of The Commissioner, Korba Municipal Corporation, in the format as provided in the agreement and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934

Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of The Commissioner, Korba Municipal Corporation and payable at Korba, and submitted in accordance with terms of this Request for Qualification cum Proposal. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free

Any Bid not accompanied by the unconditional, unequivocal and irrevocable Bid Security shall be summarily rejected by the Authority as non-responsive.

Save and except as provided in Clauses 1.3.3 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, ~~and in any case within 60 (sixty) days from the Bid Due Date.~~ Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

The Selected Bidder's Bid Security will be returned, without any interest, upon the selected bidder signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement

The Authority shall be entitled to forfeit the Bid Security as Damages inter alia in any of the events specified in Clause 2.26 herein below. The Bidder, by submitting its Bid pursuant to this Request for Qualification cum Proposal, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Request for Qualification cum Proposal, no relaxation of any kind on Bid Security shall be given to any Bidder.

The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:

- a) a Bidder submits a non-responsive Bid;
- b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this Request for Qualification cum Proposal;
- c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d) the Selected Bidder fails within the specified time limit -
 - a. to sign and return the duplicate copy of LOA; or

- b. to sign the Agreement; or

3 CRITERIA FOR EVALUATION& EVALUATION OF BIDS

3A. QUALIFICATION PROPOSAL

3.1 Evaluation Parameters

Bidders have to meet the eligibility criteria specified in Clauses 2.2and 3.2and the evaluation would be as per this Section 3. Bids of Bidders who do not meet these criteria shall be rejected.

The Bidder’s competence and capability is proposed to be established by the following parameters:

- a) Technical Capacity; and
- b) Financial Capacity

3.2 Technical Capacity & Financial Capacity for purposes of Evaluation

a) Technical Capacity:

- The bidder/OEM should have experience in Supply, Installation & Commissioning of Electric Vehicle charging infrastructure.
- The bidder/OEM should have experience in operation and maintenance of the Electric Vehicle Charging Stations.
- The bidding firm should have overall experience in Installing EV Charging Station projects directly or indirect working with a government firm of a minimum of 5 EV Chargers of High voltage 120KW and above.
- The bidder supplied chargers worth of at least 15 lakh RS in last 1 year to any government organisation. Work orders/agreements to showcase the minimum experience concerning Installation shall be shared by the bidder.
-
- The bidder should have a sales or service office in Madhya Pradesh or Chhattisgarh.
- The bidder must have their own proprietary cloud management technology for the management of chargers over software and also for data sharing with MCK.
- The bidder’s proprietary cloud management technology for the management of chargers must have the following features, Real-time data of chargers
 - Location and Charging Station Management
 - Real-time visibility into the financial performance of the Charging Station. View ongoing transactions and track revenue growth
 - Set charging rates based on kWh usage, time charged, or charging session. Add flexibility via complex rates for time-of-use plans or for overstaying customers.
- The bidders should have a proprietary Application For locating the charging station, booking slots for charging, a UPI payment collection method, and a real-time monitoring system and RFID charging system.
- Application should be present on both the Google Play Store and apple app store.
- The bidding firm should be certified and capable enough to do electrical work.

Subject to the above clause, the following categories of experience would qualify as Technical Capacity and eligible experience (the “**Eligible Experience**”):

b) Financial Capacity:

1. **The Bidder shall have a Minimum Average Annual Turnover (the “Financial Capacity”) of Rs. 1 Crores (Rupees one Crores) for the past 3 (Three) financial years preceding the Bid Due Date.** (a certificate from Chartered Accountant and/or client certificate in original in support of this should be furnished) and the companies having START UP INDIA certificates will be exempted.

AND

2. **Positive Net Worth in the Financial Year preceding Bid Submission Date i.e.,** and the companies having START UP INDIA certificates will be exempted.

3.3 Details of Experience

a) The Bidder should furnish the details of its Experience for the last 3 (three) financial years immediately preceding the Bid Due Date.

- The Bidders shall submit the details of the firm and the projects undertaken and the area of expertise (1 pager - A brief note).
- A Copy of Certificate from recognized test agencies like ARAI, GARC, ICAT, NIAIMT, NATRAX, CESI, VRDE, PEHLA etc.
- Bidder has to submit the report/presentation comprising the previous project details along with photos, Approach & Methodology (technology to be proposed) and Plan for operation & management (O&M) – the copy of the report/presentation of approach & methodology and O&M plan shall be submitted along with qualification proposal. The bidders will be called for the technical presentation if required during the evaluation process to explain the proposed technology & plan for successful operations.

b) The Bidder should furnish the required Product specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-II of Appendix-I.

- Eligible experience for fulfilling the eligibility criteria mentioned in clause 2.2 and clause 3.2 should be supported by submission of relevant documents.

3.4 Financial Information for purposes of Evaluation

a) The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following¹:

Certificate(s) from Statutory Auditors/Chartered Accountant of the Bidder stating the Turnover during past 3(three) years. and the companies having START UP INDIA certificate will be exempted.

- certificate(s) from Statutory Auditors/Chartered Accountant of the Bidder specifying the Annual turnover of the Bidder and also specifying that the methodology adopted for calculating such Annual turnover conforms to the provision of this clause 3.2

¹ In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant or its Associate may provide the certificates required under this RFQP

(b). For the purposes of this RFP, Annual Turnover (the “Annual Turnover”) shall mean income received for goods and services (a) over the accounting period. Other income, including but not limited to interest income, income from sale of assets, shall not be included in the definition of Annual Turnover.

- The Bid must be accompanied by the Audited Financial Statement of the Bidder for the last 3(three) financial years preceding the year in which the Bid is made.

- b) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the Statutory Auditors/Chartered Accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 3(three) years preceding the year for which the Audited Financial Statement is not being provided.
- c) The Bidder must establish the minimum Annual turnover as specified in Clause 3.2 (b) as the case may be, and provide details as per format at Annexure-III Financial capacity of the Bidder of APPENDIX I – Letter Comprising the Qualification Proposal and Annex I –.

3.5 Required Certifications

- a) The bidder and offered products should be registered/certified by central or government body MSME.
- b) In case of OEM, the bidder shall submit its registration details as an OEM.

3.6 Other Important Conditions for the Bidders:

- a) The work shall be performed in compliance with all applicable environmental rules and regulations.
- b) The bidder should comply with central guidelines of 15th Finance Commission/ NGT.
- c) The bidders must have a dedicated toll-free number for public enquires.
- d) The bidder should not have blacklisted on the date of bid submission with any government department /civic bodies / Municipal Corporations/ union of India. Affidavit in this regard should be furnished with bid.

3.7 Short-listing of Bidders

The credentials of eligible Bidders shall be measured in terms of their Technical Capacity and Financial Capacity.

The Bidders who meet the bid responsiveness as per clause 2.20 and meet the eligibility criteria set forth in Clauses 2.2, 3.2 and will be shortlisted and eligible for opening the Financial Proposal and the evaluation of financial proposal shall be done in accordance with clause 3.8

3.8 FINANCIAL PROPOSAL

The Authority has divided the financial bid into two parts comprising of,

- The first part is cost required for the procurement, supply, install, testing and commissioning of electric vehicle charging station

The bidder has to quote the financial bid, where there will be on lowest cost based (L1)

A. Opening of Financial Proposal

The Bidders who are shortlisted as per Clause 3.7 will be informed about the opening date of the Financial Proposal in writing and on the following website

i.e. <https://eproc.cgstate.gov.in/> and the Financial Proposal shall be opened online in the presence of the shortlisted Bidders who choose to attend.

B. Evaluation of Financial Proposal

The financial evaluation has been divided into two parts in accordance with clause of financial proposal. In the first part, the bidder

Evaluation of Financial Proposal

1 Lowest-One Basis Evaluation:

- The financial bids will be evaluated on a lowest-one basis.
- The bid with the lowest price will be considered for acceptance, subject to meeting all other technical and qualitative criteria.

2 Eligibility for Lowest-One Bid:

- Bidders must comply with all tender requirements.
- Only bids fulfilling the technical specifications and terms will be considered in the financial evaluation.

3 Verification Process:

- The lowest bid will undergo a verification process to ensure there are no calculation errors or discrepancies.
- Any anomalies found may lead to disqualification of the bid.

4 Rejection of Unreasonably Low Bids:

- If the lowest bid is significantly below market rates, it may be rejected to avoid potential risks associated with underpricing.

5 Final Decision:

- The final decision will be made by the tender committee after a comprehensive evaluation.
- The committee reserves the right to negotiate terms if necessary.

*In the case of the overall score for two or more bidders being equal, may decide on the technical competence of the bidders and the decision in same will be binding.

3.9 Selection of Bidder

Subject to the provisions of Clause 2.16, Bidder whose Bid is adjudged as responsive in terms of Clause as the selected Bidder (the “**Selected Bidder**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

In the event that the **lowest Applicant withdraws or** is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the remaining Applicants to revalidate or extend their respective Bid Security, as necessary, and match the Bid (financial quotation) of the aforesaid Highest Bidder (the “second round of bidding”). In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified above, the Authority may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case

the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidders shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the selected bidder to execute the Agreement within the period prescribed in Clause 1.4. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

The successful bidder shall execute and sign the Agreement within the period prescribed in Clause 1.4 at its own cost, bearing all the expenses on stamp and stamp duty after furnishing Performance Security, and any other charge which is applicable at the time of the signing of the Agreement. In the event the successful Bidder fails to sign the Agreement within the stipulated period, KMC shall have right to forfeit the EMD and cancel the allotment.

3.10 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award / rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.11 Bid Parameter

The Bid shall comprise of financial bid is cost required for the procurement, supply, install, testing and commissioning of electric vehicle charging station

3.12 Payment Terms

The payments shall be made by KMC for supply, installation, testing & commissioning of electric vehicle charging.

Part 1 - Payment for supply, installation, testing & commissioning of charging station shall be made by KMC as per the following table:

Sr. No.	Milestones	Percentage of Payment Release
1.	Supply of 4 charging station	30%.
2.	Installation, testing and acceptance of Charging Station	30%
3.	Successful Commissioning, training and handover	30%
4.	Completion of Warranty Period	5%

5.	Security deposit and performance guarantee	5%
Total		100%

3.13 Performance Security

- a) The security deposit (warranty deposit) will be discharged by the Authority and returned to the agency following the date of completion of the agency’s warranty period obligations, under the Contract. After 1 years.
- b) The Performance Security shall be denominated in Indian Rupees and shall be in the form of a Bank guarantee (BG) issued by a Nationalized/Scheduled bank in the form provided in the tender documents.
- c) The Performance guarantee will be discharged by the Authority and returned to the agency pursuant to Clause 3.13 (a) following the date of completion of the agency’s performance obligations, under the Contract. After 3 years.
- d) In the event of any amendment of the contract, the agency shall, within 02 days of receipt of such amendment, furnish the Performance Security as per the amendment, rendering the same valid for the duration as mentioned above and/or such time as prescribed by the Authority.

4 Fraud and corrupt practices

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract Agreement, then the same Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder , as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

- 4.3** For the purposes of this Section 4 the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for example, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement and till the period of 1 (one) years from the date of signing of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 Miscellaneous

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Korba shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2 The Authority without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 5.4 The Selected Bidder shall be solely responsible for meeting the eligibility criteria of Government of India or concern Government Agency and avail the benefits / incentives under applicable laws and regulations along with amendments (if applicable). In case, the Selected Bidder fails to comply with criteria set-forth by Government of India or concern Government Agency to avail benefits, the Authority or State Government shall not be responsible for the same in any manner. However, for avoidance of doubt, it is clarified that, the Selected Bidder shall transfer the Authority share and pay other applicable fee in accordance with the relevant provisions of Agreement to the Authority, as quoted in the Financial Proposal in accordance with provision of the RFP document and shall undertake the Project with or without any benefits.

6 Dispute Resolution

Amicable Resolution

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in below;

Either Party may require such Dispute to be referred to **the Commissioner of KMC** for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any case within 30 (Thirty) days of such reference to discuss and attempt to amicably resolve the Dispute, as evidenced by the signing of written terms of settlement within 30 (Thirty) days of such meeting or such longer period as may be mutually agreed by the Parties. If the Dispute is not amicably settled within 30 (Thirty) days (or such longer mutually agreed period) of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 7 below.

7 Arbitration

- **Scope of work of the Agency**

Broadly the project includes following works, details of which are mentioned in this RFP document:

- (i) The following are the chargers envisaged for the EV charging infrastructure:
 - a. The agency shall procure, install and commission the chargers.
 - b. Installation of the canopy, barricading, and any other such construction required to make the EV Charging Station function satisfactorily will also be under the scope of the agency.
 - c. All approvals, equipment, item and works which are not specifically mentioned in this document but are required for successful O&M of EV Charging Stations or any part thereof in every respect and for safe and efficient operation and guaranteed performance are included in the scope of the agency.
 - d. The agency shall maintain accurate and up-to-date operating logs, records and monthly reports regarding the O&M of EV Charging Stations for 2 year.
 - e. The Agency also install Surveillance (CCTV) System at every location for security purpose and give access to MCK as and when required.
 - f. The agency shall perform or contract for and oversee the performance of periodic overhauls or maintenance required for the facility in accordance with the recommendations of the supplier of EV Charging Equipment for 2 year.
 - g. The agency shall procure spare parts, overhaul parts, tools, equipment, consumables, etc. required to operate and maintain the project in accordance with the prudent EV charging station practices and having regard to warranty recommendations during the 1st year of the O&M period.
 - h. The charging station shall be operated through the cloud-based solution and proprietary technology developed by the Agency. Agency shall also ensure that there is seamless integration between the software system of the Agency. and software system developed and owned by MCK. MCK shall receive real-time notifications and on-demand reports on all charging stations. Also, till the time, the systems of MCK and the system of the Agency are seamlessly integrated with each other, Agency shall provide an Admin portal for all real-time notifications and all reports. **The Agency shall collect the charging revenue from the end customers and deposit it with MCK Designated bank account.** Agency should ensure that the software app should also have a proper booking facility of charging slots for customers along with all other features required to operate and manage a charging station. All the software required are being provided by agency for free of cost up until the warranty period.
 - i. The agency shall procure and obtain all applicable statutory approvals/permissions in a timely manner from the respective authorities for the installation and operation of the Charging station.
 - j. The agency shall position its permanent or temporary resources at the respective locations for the operation and maintenance of EV Charging stations for the warranty period.
 - k. Safety is of paramount importance and the agency shall take all safety precautions in connection with the setting up and operation of the Charging Stations to ensure the safety of the user. Relevant safety standards Guidelines should be adhered to as issued from time to time.
 - l. The ownership of the charging station shall be of municipal corporation of

KORBA.

- m. MCK shall not directly or indirectly cause, create, incur, assume or suffer to exist any lien on or with respect to the System or any interest therein. The Project and the System shall remain the property of the MCK
 - n. All locations considered for EV Charging Stations will be binding and will be allocated to a single bidder. In case, Agency wants to install more number of chargers, post-award of the contract, at the allocated locations, it may be done only with the approval from MCK. However, no subsidy on additional charges will be provided to Agency and commercials for additional chargers will be decided with mutual consent between Agency and MCK.
 - o. MCK shall provide guidelines for branding on EV chargers. The branding shall be done considering proper representation of MCK and Government funded project. The branding of the installed EV Chargers and related infrastructure is important so as to create positive long-term association, market penetration, to create synergies based on unique strengths of each parties/brand, and also to boost the reputation of the parties in this project.
 - p. The Agency shall upgrade the type of chargers and related accessories including hardware, software, spares (if required) etc., in case of any technological advancements and business need during the validity period of the contract by availing the financial assistance from the MCK.
 - q. Charging station Annual Maintenance for the complete contract period is under the scope of the agency with the proposed financial assistance from MCK.
 - r. Agency should have its own developed proprietary operational software system having an EV charger management system which shows real-time data and analytics.
- (ii) The Charging Stations to be installed should be in line with the MoP guidelines dated 01st October 2019 (Refer the Annexure VII) and all the Chargers procured by the agency shall conform to the standards of DHI and are need to be type approved from recognized test agencies like ARAI, GARC, ICAT, NIAMIT, NATRAX, CESI, VRDE and PEHLA etc.
- (iii) To procure, install, operate and maintain the electric vehicle charging stations (Slow and Fast Chargers) for designated period in line with the LoA received by KMC at the identified locations in Korba city.
- (iv) The agency to ensure that the EV chargers procured under this project shall be responsible for 2 years of comprehensive warranty.
- (v) In case the Authority intends to develop an Application for providing real time data and information to the EV Users, the Agency shall provide all the required information, data and support to KMC to develop such an Application
- (vi) The entire charging infrastructure to be insured for the entire Contract Period by the Agency.

Authority Responsibility:

- (i) Site survey and recommendation of site / space for installation of EV charging station.
- (ii) The KMC shall bear all the cost of upstream electrical infrastructure, including the cost of transformers required for power supply to the charging infrastructure and other cabling & civil work as required.

5 Detailed Scope of Work

The scope of work shall include, but not be limited to, the following:

Design and Plan:

- a. Design the layout of charging station and associated parking space if any allocated at a suitable scale, subject to approval by KMC.
- b. The design of the facility should incorporate opportunities for growth at a minimal future investment in infrastructure (i.e. u/g utility, conduit placement, etc.).
- c. The agency shall prepare a layout design for all the charging stations as decided by KMC
- d. The proposed layout shall be approved from KMC prior implementation of the project
- e. The agency shall provide the onsite infrastructure requirement details for all the civil work and electrical work that shall be required to implement the project to the authority.
- f. The agency shall provide the requirements and specifications for the electrical and civil infrastructure location wise to the authority.

Procurement:

S.No.	Ty of EVCS	Quantity (Number of Chargers/connectors per site)	Number of Parking Bays
1	AC001 Charger 3*3 10KW	2	6
2	30KW Charger with CCS II, Connector	2	4
Total Number of Chargers at Each Site		4	10

At each site, the MUNICIPAL CORPORATION OF KORBA will allocate adequate feet of land for installing the above-mentioned chargers and utilization of space for EV charging. These chargers can be operated 24x7 by the selected agency. Therefore, this RFP provides an opportunity to bidder for putting up and operation of a total of Four chargers - Two AC001 chargers, and Two 30kw dc charger taking into account Two sites.

- a) The Agency shall be responsible for Supplying, Installation, Testing & Commissioning of the Electric chargers from time to time.

Installation:

- a. The agency shall install the aforesaid chargers at the designated charging stations as per the requirements of this RFP.
- b. The installation of the charging stations shall be in accordance with the MoP guidelines dated 01st October 2019 as mentioned in Annexure VII).
- c. The agency shall remove and dispose of all excess construction material, waste material, unused fill or other debris left over from excavation or construction, and upon completion of work.

Testing:

- a. The agency shall post installation, test the chargers installed and provide a test report of meeting all the requirements from the certified engineers/ authority to KMC.
- b. The charging station must be tested to ensure all on-site and communication connections are working to the specifications of the unit.

Commissioning:

The agency shall start commissioning of the project, post approval of testing reports from the authority.

Operations & Maintenance:

1. Periodic maintenance of the EV Chargers including internal and external cleaning, daily repairs and technical inspection in warranty period etc.;
2. Maintain the EV Charging Station and the allocated space for EVCS, handed over for the purposes of EVCS;
3. Supply and maintain adequate spares as required for regular upkeep of EVCS;
4. Observe the highest standard of safety for the EVCS, and the users during the operations and maintenance including the agency’s own staff;
5. The agency may get the logo (of its own brand if any) affixed on all charging stations as per the requirement with approval from KMC.

Capacity Building and Grievance Redressal:

1. Training of staff in all matters required under the Agreement and maintaining a staff-wise log of all training.
2. Maintain a detailed daily log of the performance of each charging station;
3. Redress EVCS users complaints and issues;

6 Details of EV Charging Station Locations

KMC will assign specific locations for Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station along with Maintenance for 2 years within Korba City.

The maximum time period for completion of the erection/installation of Charging Station shall be 6 (six) months or any other extension period that is permissible by authority with prior approval from DHI, based on the request received from the selected bidder. However, the agency shall ensure to complete the installation and start the operations at the earliest.

The below table presents the locations that have been identified by KMC for installation of electric vehicle charging stations.

Note: The Locations mentioned is indicative and may vary in actual. The bidders shall have to conduct a site visit before the submission of bid.

Appendices

APPENDIX I – Letter Comprising the Qualification Proposal and Annex I –III

(Refer Clause 2.13)

Dated: [●]

To,

The Commissioner

Korba Municipal Corporation (KMC)
Nagar Nigam Head Office, Near CSEB Colony, Korba
(Chhattisgarh)
Telfax #
Email:
Website: nagarnigamKorba.com

Sub: RFP for “Selection of Agency for Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station along with Maintenance for 2 years at various identified locations in Korba city”.

Dear Sir,

With reference to your RFP document dated _____², I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project.

1. The Bid is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Agency for the aforesaid project, and we certify that all information provided in the Bid and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our Selection of Agency for Supply, Installation, Testing and Commissioning along with Maintenance for 2 years of the aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive to the fullest extent permitted by applicable law our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, I neither failed to perform on any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
 - (a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;

²All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder

- (b) I do not have any conflict of interest in accordance with sub-clause (d) of Clause 2.2.1 of the RFP document;
 - (c) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice and;
 - (e) the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the Bid Due Date and we shall continue to abide by them.
8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.7 and Clause 2.17 of the RFP document.
 9. I satisfy(s) the believe that we satisfy(s) the Technical Capacity and Financial Capacity criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
 10. I further certify that in regard to matters relating to security and integrity of the country, I have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 11. I further certify that no investigation by a regulatory authority is pending either against me.
 12. I further certify that I have qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-V thereof
 13. I further certify that i Have not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project and no bar subsists as on Bid Due Date
 14. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Request for Proposal; we shall intimate the Authority of the same immediately.
 15. I understand that the selected Bidder shall be a company incorporated under the Indian Companies Act (ii) a trust registered under the Indian Trusts Act, 1882 or the Bombay Public Trusts Act, 1950 (or other applicable laws) or (iii) a society registered under the Societies Registration Act, 1860 (or other applicable laws) or (iv) a not-for- profit company incorporated under Section 8 of the Indian Companies Act (v) a Partnership firm registered under The Partnership act, 1932 or the Limited Liability Partnership (LLP) incorporated under Limited Liability Partnership Act 2008 Government of India; for entering into a Agreement with the Authority and for performing all its obligations as the selected bidder in terms of the Agreement for the project (vi) a sole proprietorship firm to bid for the Project.
 16. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately

17. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

18. I agree and undertake to abide by all the terms and conditions of the RFP document.

19. We agree and undertake to severally liable for all the obligations of the Agency under the Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date: Yours faithfully,

Place: (Signature, name and designation of the Authorised signatory)
Name and seal of Bidder

Annex I - Particulars of the Bidder

1. Particulars of the Bidder
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:

Annex II - Technical Capacity

Details of Experience of the Bidder

(Refer to Clauses 2.2(a) and 3.2 of the Request For Proposal)

The Bidders shall submit the details of the firm and the projects undertaken and the area of expertise (1 pager - A brief note).

- The bidder/OEM should have experience in Supply, Installation & Commissioning of Electric Vehicle charging infrastructure.
- The bidder/OEM should have experience in operation and maintenance of the Electric Vehicle Charging Stations.
- The bidding firm should have overall experience in Installing EV Charging Station projects directly or indirect working with a government firm of a minimum of 5 EV Chargers of High voltage 120KW and above.
- The bidder supplied chargers worth of at least 15 lakh RS in last 1 year to any government organisation. Work orders/agreements to showcase the minimum experience concerning Installation shall be shared by the bidder.
-
- The bidder should have a sales or service office in Madhya Pradesh or Chhattisgarh.
- The bidder must have their own proprietary cloud management technology for the management of chargers over software and also for data sharing with MCK.
- The bidder’s proprietary cloud management technology for the management of chargers must have the following features, Real-time data of chargers
 - Location and Charging Station Management
 - Real-time visibility into the financial performance of the Charging Station. View ongoing transactions and track revenue growth
 - Set charging rates based on kWh usage, time charged, or charging session. Add flexibility via complex rates for time-of-use plans or for overstaying customers.
- The bidders should have a proprietary Application For locating the charging station, booking slots for charging, a UPI payment collection method, and a real-time monitoring system and RFID charging system.
- Application should be present on both the Google Play Store and apple app store.
- The bidding firm should be certified and capable enough to do electrical work.

Subject to the above clause, the following categories of experience would qualify as Technical Capacity and eligible experience (the “**Eligible Experience**”):

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the

(Authorised signatory)

Name and seal of bidder

Annex III - Financial Capacity of the Bidder

(Refer to Clauses 2.2(b) of the Request for Proposal)

(In Rs. Lakhs[§])

Bidder type ^{§§}	Annual Turnover			Average Annual turnover
	Year 1	Year 2	Year 3	
(1)	(3)	(4)	(5)	(6)
Single entity Bidder (Type of Business)				
TOTAL				

Name & address of Bidder’s Bankers:

^{§§§} For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (sixty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

^{§§} A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled.

^{££} The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.2.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a) reflect the financial situation of the Bidder be audited by a Statutory Auditors/Chartered Accountant; the companies having START UP INDIA certificate will be exempted.
 - b) be complete, including all notes to the financial statements; and the companies having START UP INDIA certificate will be exempted.
 - c) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Annual Turnover shall mean income received for goods and services in respect of the activities specified in Clause 2.2.2 of RFP over the accounting period. Other income, including but not limited to interest income, income from sale of assets, shall not be included in the definition of Annual Turnover and the companies having START UP INDIA certificate will be exempted.
3. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2 (o).

4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
5. The Bidder shall provide an Statutory Auditors/Chartered Accountant Certificate specifying the turnover of the Bidder, in respect of the activities specified in Clause 2.2.2 of RFP and the companies having START UP INDIA certificate will be exempted.

APPENDIX II - Guidelines of the Department of Disinvestment

(Refer Clause 2.8)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment
Block 14, CGO Complex
New Delhi.
Dated 13th July 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

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- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX III - Financial Proposal

(Refer Clause 0)

Letter for Financial Proposal

(On the Letterhead of the Applicant Entity

To be submitted in separate financial envelope in online submission only)

Dated:

To,
The Commissioner
Korba Municipal Corporation (KMC)
Nagar Nigam Head Office, Near CSEB Colony, Korba
(Chhattisgarh)
Telfax # +
Email:
Website:

Sub Financial Proposal for Selection of Agency for Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station along Maintenance for 2 years at various identified locations in Korba city

Dear Sir,

With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Maintenance Operator for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Maintenance Operator for the maintenance of the aforesaid Project.
3. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I certify that in the last three years, I have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I declare that:
 - a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b) I do not have any conflict of interest in accordance with Clause 0 of the RFP document; and

- c) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I certify that we have taken steps to ensure that in conformity with the provisions of Section 3.13 of the Request for Qualification cum Proposal, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - e) the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the Bid Due Date and I/we shall continue to abide by them.
7. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.8 of the RFP document.
8. I believe that the Annual Turnover criteria and meet(s) the requirements as specified in the RFP document.
9. I certify that in regard to matters other than security and integrity of the country, I have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I further certify that in regard to matters relating to security and integrity of the country, I have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
11. I further certify that no investigation by a regulatory authority is pending either against me.
12. I further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001.
13. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
14. I acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the Request for Qualification cum Proposal, I shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify or withdraw the Letter of Award, as the case may be.
- f) I further acknowledge and agree that in the event such change in control occurs after signing of the Maintenance Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Maintenance Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
15. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
16. In the event of my/ our being declared as the Selected Bidder, I agree to enter into a Maintenance Agreement in accordance with the draft that has been provided to me within

30 days of issuing the LOA. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

17. I have studied all the Bidding Documents carefully and also surveyed the project site. I understand that except to the extent as expressly set forth in the Maintenance Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
18. I offer a Bid Security of Rs..... (Rupees only) to the Authority in accordance with the RFP Document.
19. The Bid Security amount of Rs. 50,000/- (Indian Rupees fifty thousand Only) transferred to account given in this RFP and Transaction details are attached with the Proposal.
20. The documents accompanying the Bid, as specified in Clause 0 of the Request for Qualification cum Proposal, have been submitted in a separate envelope and marked as “Qualification Proposal”.
21. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project is not awarded to me or our Bid is not opened or rejected.
22. The Annual Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the Request for Qualification cum Proposal; draft O&M Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
23. I agree and undertake to abide by all the terms and conditions of the RFP document.
24. I shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Request for Qualification cum Proposal.
25. I agree that my Financial Proposal shall remain valid for a period of 180 (one hundred and eighty) days from the Bid Due Date prescribed for submission of Proposal.
26. I confirm that Financial Proposal is unconditional and that I accept all terms and conditions specified in the RFP and the Agreement.
27. I agree to be bound by this offer if we are the Selected Bidder for the aforementioned Project.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)
Place: Name and seal of Bidder/Lead Member

Schedule 2: Format for Financial Quotation

1. I hereby submit the Financial Proposal for the captioned project. If the project is awarded to us, we agree to take up the project against payments as per the terms given in the RFP Document.

Sr. No.	Particulars	Amount (INR)	Remarks
01	Selection of Agency for Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station along with Maintenance for 2 years at various identified locations in Korba city		
A	Procurement, Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station at all identified locations in Korba City		Lum sump amount to be quoted for all locations

2. I hereby agree to execute the project on above mentioned price for Procurement, Supply, Installation, Testing and Commissioning of Electric Vehicle Charging Station at all identified locations in Korba City as per the Payment conditions given in the RFP.
3. I hereby agree to share the revenue during the operation & maintenance of installed Electric Vehicle Charging Station under this project per unit on above mentioned price as per the Payment conditions given in the RFP.
4. I hereby agree all payments shall be exclusive of GST and other applicable taxes.