



**INVITATION OF BIDS ON BEHALF OF
Government of NCT of Delhi (GNCTD)**

**REQUEST FOR SELECTION (RFS)
OF
BIDDERS FOR EMPANELMENT OF PRIVATE CHARGING
INFRASTRUCTURE PROVIDERS IN THE NCT OF DELHI**



NIT NO: CMC/BY/22-23/RS/SV/56

Due Date for Submission: 09.01.2023, 14:30 HRS

**BSES YAMUNA POWER LIMITED (BYPL)
CONTRACTS & MATERIALS DEPT.,
SHAKTI KIRAN BUILDING, KARKARDOOMA,
DELHI-110032
CIN: U40109DL2001PLC111525
WEBSITE: www.bsedelhi.com**

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Disclaimer

1. Though adequate care has been taken while preparing the RFP document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RFP/ Issue of the RFP document, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.
2. BYPL (also on behalf of BRPL and TPDDL) reserves the right to modify, amend or supplement this RFP document.
3. While this RFP has been prepared in good faith, neither Delhi *DISCOMs* (*i.e. BYPL, BRPL and TPDDL*) nor their employees make any representation or warranty, express or implied, or accept any responsibility or liability towards customer and vendor, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.

1. Introduction

The Delhi Electric Vehicles Policy (hereinafter called the 'policy') vide Cabinet Decision No. 2796 dated 23rd December 2019, approved by the Council of Ministers, was notified by the Government of the National Capital Territory of Delhi (hereinafter referred to as GNCTD) on 7th August 2020. The policy seeks to put in place a comprehensive set of measures for giving impetus to the adoption of Electric Vehicles (EV) in Delhi.

Providing private charging facilities in semi-public sites such as commercial buildings, institutional buildings, workplaces and in private property sites such as bungalows, apartments (properties with no access to members of the public) anywhere in Delhi is a key objective of this policy. For this, GNCTD desires to implement uptake of private charging infrastructure across locations in Delhi. On behalf of GNCTD, Delhi DISCOMs invite tender from eligible bidders to participate in Request for Selection (RfS) for empanelment of Bidders for deployment of Private Charging Stations (PCS)/ chargers in the Delhi NCR region under capex or subscription model.

Delhi Discoms namely BSES Yamuna Power Limited (BYPL), BSES Rajdhani Power Limited (BRPL) and Tata Power Delhi Distribution Limited (TPDDL), have agreed for empanelment of charging equipment providers or Energy operators under a common tender for the entire Delhi.

BYPL, BRPL and TPDDL have agreed that nomination of Discoms shall be done rotation basis and presently BYPL shall conduct the tender to invite interested parties for empanelment of vendors / charger OEM's. BYPL is inviting bids for qualifying and short listing of eligible vendors for all the three Discoms.

The empanelment of the vendors / EVSE OEM's shall be done by the respective Discoms after short listing of eligible vendors.

2. Coverage

Proposals are invited for empanelment of vendors that intend to deploy EV chargers in Delhi under the categories stated below:

2.1. Semi-public sites:

2.1.1. Commercial buildings-malls, offices, etc.

2.1.2. Institutional buildings -hospitals, colleges, group housing societies and RWAs government offices, etc.

2.1.3. Kirana stores, shops etc.

2.2. Private property owners: Bungalows, apartments (properties with no access to members of the public).

2.3. The following types of chargers will be empanelled

2.3.1. Type 1 AC 001

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2.3.2. LEV AC (single socket)

2.3.3. DC 001#

#The DC charger shall be installed in those premises where the sanctioned load is more than 15 KW.

2.4. The specification of the EV Charger/(s) that would be empanelled has been mentioned in Section 28.10: Annexure 10.

2.5. The purpose of this empanelment is twofold:

2.5.1. Disbursal of subsidy on chargers as per clause 6.1.3 of the Delhi EV policy. Subsidy will be provided only on EV chargers mentioned in Section 6 (a) of this document and for installations undertaken through empanelled vendors enlisted on the DISCOM website.

2.5.2. Develop a single window process for installation of EV chargers across semipublic and private spaces in Delhi.

3. Definitions

3.1. **"AGREEMENT"**: Shall mean the Agreement signed between the successful Bidder and DISCOM according to the terms and conditions specified in the RFS.

3.2. **"Bidder"**: Entity which is eligible to bid in this tender as per the qualification criteria laid down in Section 10.

3.3. **"Successful Bidder"**: shall mean the Bidder selected for empanelment pursuant to this RFS to supply the Charging Station(s) as per the Section 7. Scope of work.

3.4. **"Empanelled Agency"**: The successful bidder(s) upon signing of the agreement with DISCOM will be termed as Empanelled agency. And such entity empanelled under the capex and subscription model for deployment of EV Charger at private and semi-public places for customers under the purview of its respective DISCOM.

3.5. **"Consumer"**: Refers to all the entities who intend to install EV Chargers in the premises mentioned under Section 2. Coverage of this document.

3.6. **"Electric Vehicle Supply Equipment (EVSE)"**: Also referred to as 'EV Charger'. Charger/Equipment or a combination of chargers/equipment, providing dedicated functions to supply electric energy from a fixed electrical installation or supply network to an EV for the purpose of charging.

3.7. **"Electricity Tariff"**: Refers to the cost of electricity including tariff associated charges viz. regulatory surcharges, electricity tax, pension trust charges, Power Purchase Adjustment Charges (PPAC) etc. as charged by the DISCOMs.

3.8. **"Network Capacity"**: Refers to the reserve capacity of the transformer to which the EV Charger/(s) are to be connected, subject to network tolerances defined by Delhi Electricity Regulatory Commission (DERC). For EV Charger/(s) which are connected to a dedicated transformer, the network capacity shall mean the capacity of the transformer taking into consideration the network tolerances.

3.9. **"Network Services"**: Network services shall mean the information and communication technology (ICT) services such as charging point location and reservation, state of charge information, billing and payment and sharing EV charging data with the DISCOMs.

3.10. **"Network Service Provider"**: refers to the company that owns, operates and sells access to internet backbone infrastructure and services.

3.11. **"Charging point"**: means a facility for recharging of batteries of EVs for private or public use, connected at 415/220 Volts.

3.12. **"Private Charging Station (PCS)"**: means a facility for recharging batteries of electric vehicles for commercial use and may also include multiple charging points for non-commercial public use.

3.13. **"Point of Supply"**: means the point at the outgoing terminals of Licensee's meter/ up-to consumer's cut-out/ switchgear installed in the premises of the consumer: Provided that in case of high tension and extra high tension consumers, point of supply means the point at the outgoing terminals of the Licensee's metering cubicle placed before such consumer's apparatus;

3.14. **"Specification"** shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RfS, Commercial Terms & Condition, and Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the DISCOM from time to time.

3.15. **"Lowest Price"**: shall mean the price at which the Bidder/Empanelled Agency will be providing the EV chargers to the consumer procured from the DISCOM website. The Bidder/Empanelled agency would have to self- certify that a consumer may not find the same EV Charger by the same Empanelled Agency at a lower price on any other online or offline means.

3.16. **"Performance Bank Guarantee" or "PBG"**: shall have the meaning as assigned to in Clause 21.1 of this Agreement.

3.17. **"Tax(es)"**: shall mean Indian taxes including GST and any other applicable taxes of like nature (whether Central, State or local) levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income.

3.18. **"Month"** shall mean the calendar month and **"Day"** shall mean the calendar day.

4. Intent & Objective

4.1. BYPL, on the behalf of GNCTD, is inviting Request for Selection (RFS) along with the information as required for the detailed evaluation from the prospective agencies/entities who can participate in this empanelment process as per the eligibility criteria and terms & conditions mentioned in this tender document for capex and subscription models. The empanelment is for a period of three years for EV chargers to be installed in private and semi-public areas across the NCT of Delhi.

4.2. BYPL encourages participation of the agencies which are technically and professionally qualified with resources to provide the services required in a timely and efficient manner.

4.3. The procedure to submit a request to the DISCOM for empanelment is mentioned in Annexure 1: Bid Form. All Empanelled Agency (ies) must furnish the letter of undertaking in prescribed format as mentioned in the Annexure 4: Letter of Undertaking.

5. Period of Empanelment

Unless extended, Empanelment shall be for a period of three (3) years which shall be renewed every year subject to regular reviews / modifications.

6. Subsidy Scheme

6.1. Subsidy shall be available for the following categories:

6.1.1. Slow charger

6.1.1.1. Type 1 AC 001 charger

6.1.1.2. LEV AC charger – Single Socket

6.1.2. No subsidy will be provided for the set-up of fast chargers or any other type of slow chargers.

6.2. GNCTD shall provide a grant of up to 100% of the price for the purchase of the aforementioned slow chargers up to Rs. 6000/- per charging point for the first 30,000 charging points. The subsidy shall be only on the cost of the charger and would not include any other costs associated with installation, AMC, additional wiring etc.

6.3. For private single dwelling households, only one charging point per Consumer Account (CA) would be given subsidy under this scheme.

6.4. To promote deployment and distribution of EV chargers across Delhi, subsidy in semi-public units (such as Kirana stores, CGHS, hospitals, malls etc.) shall be restricted to a maximum of 20 EV charging points or 20% of total parking slots whichever is lesser. If a consumer plans to install more chargers than the given limit, the consumer will have to pay the full price for the additional number of EV chargers.

7. Scope of Work (for Capex and Subscription model)

7.1. The EV Chargers being purchased by the consumer from the Empanelled Agency can be provided as per two business models namely the "Capex model" and the "Subscription model".

7.1.1. **Capex model:** In this model, the consumer makes the complete payment upfront to the Empanelled Agency.

7.1.1.1. The payment made to the Empanelled Agency would include the cost of the EV charger (net of subsidy and inclusive of GST), charger installation cost (including cost of wiring up to 5 meters) and annual maintenance cost for 3 years. Any additional requirement for wiring will be paid for by the consumer. The Empanelled Agency must provide cost of additional wiring/meter along with the quotes for EV chargers.

7.1.1.2. The Annual Maintenance Contract (AMC) may be extended based on performance of the Empanelled Agency through a separate mutual agreement between the Empanelled Agency and the consumer. Such an agreement would be outside the scope of this RfS.

7.1.1.3. A faulty or non-operational charger must be replaced by the Empanelled Agency within 24 hours of a formal complaint raised in this regard by the Consumer.

7.1.2. **Subscription model:** In this model, the total cost to the Empanelled Agency would be paid by the consumer as equal monthly instalments (Subscription fee) over 3 years (36 months). The Subscription fee must be paid directly by the consumer to the Empanelled Agency before the 5th of every month online or offline. The Consumer will sign an ECS mandate for monthly deduction of the subscription fee from their bank account or provide post-dated cheques (PDS) to the Empanelled Agency for the entire period of OMC. The Empanelled Agency must provide the consumer with a fee receipt for each month. The Subscription fee must be calculated by deducting the subsidy on the EV charger.

7.1.2.1. The payment made to the Empanelled Agency would include the cost of the EV charger (net of subsidy), installation cost, operational cost and maintenance cost for 3 years.

7.1.2.2. The Empanelled Agency will not charge any additional cost from the consumer other than the pre-defined monthly subscription amount. After the end of the subscription period of 3 years, the ownership of the EV charger(s) would be transferred to the consumer free of cost.

7.1.2.3. A consumer can opt for a subscription model only if a minimum of 10 EV Charging Points are to be procured from the Empanelled Agency.

7.1.2.4. The Empanelled Agency must incorporate network services* such as efficient mapping (such as location of charger, availability of charger), charger booking and payment services. Empanelled Agency must share data from semi-public sites required as per CEA order dated 27/06/2019. However, data need not be shared from private EV chargers installed in domestic places of residence (including CGHS).

* For LEV AC Chargers, the communication capability shall be ascertained and applicable post notification of the standards/specifications by Bureau of Indian Standards (BIS)/Department of Science & Technology (DST).

7.1.2.5. The subscription agreement would include an Operation and Maintenance Contract (OMC) of 3 years. The OMC must include provisions for planned maintenance every month, breakdown related repairs and maintenance, and the provision of charging and payment through mobile application. Empanelled Agency may provide staff for operations as an additional option for the customer. The OMC may be extended based on performance of the Empanelled Agency through mutual agreement between the Empanelled Agency and the consumer.

7.1.2.6. After completion of 3 years, the ownership of the EV charger is transferred to the Consumer free of cost. The Empanelled Agency must issue a No Due Certificate (NDC) to the consumer which must state that the ownership of the EV charger has been transferred to the Consumer. Thereafter, all operational costs, including the cost of availing network services would be the responsibility of the Consumer. The Empanelled Agency must support the Consumer in, if required by the Consumer, migrating the EV chargers to a new network service provider.

7.1.3. In both Capex and Subscription models:

7.1.3.1. The cost of electrical infrastructure would be paid for by the consumer as per applicable DERC regulations. This cost will be added to the Consumer's electricity bill by the DISCOM in the subsequent billing cycle.

7.1.3.2. The Empanelled Agency should ensure that the EV Chargers shall be capable of communication* with DISCOM's Central Management System (CMS) as and when the DISCOM develops the infrastructure to collect the data from the EV chargers.

7.1.3.3. The Empanelled Agency should provide two quotes each under both the Capex and Subscription Model - one quote for cost of EV charger/subscription fee without subsidy and the other quote for cost of EV charger/subscription fee with subsidy. The cost of the EV charger provided to the consumer will include the cost of installation (including cost of wiring up to 5 meters). Any additional requirement for wiring will be paid for by the consumer. The Empanelled Agency must provide cost of additional wiring/meter along with the quotes for EV chargers in the following format

S. No.	Type of Charger	Model No	CAPEX Model (INR) – With Subsidy Incl. taxes	CAPEX Model (INR) - Without Subsidy Incl. taxes	Subscripti on Model (INR/Month) – With Subsidy Incl. taxes	Subscripti on Model (INR/Month) – Without Subsidy Incl. taxes	Price for additional wiring / meter Incl. taxes
1	AC001						
2	LEV AC						
3	DC001						

7.1.3.4. The Consumer must be provided a bill for purchase and installation of EV charger by the Empanelled Agency, as well as for any additional charges of installation. In case of a Subscription model, the Empanelled Agency and the Consumer will also sign the OMC.

*For LEV AC Chargers, the communication capability shall be ascertained and applicable post notification of the standards/specifications by BIS/DST

7.1.3.5. The EV charger will be hardwired to the meter by the DISCOM

7.2. The Empanelled Agency must pay upfront 5% of the total cost (for subscription model, total cost is "quoted price * 36" or INR 500 (whichever is lower) to DISCOM as per detail provided in empanelment letter as service / facilitation charge for installation of AC-001 and LEV AC EV chargers. For DC-001 the service /facilitation charge will INR 3000 per charger. The DISCOM will approve the subsidy and provide completion certificate to the Empanelled Agency after receiving the receipt of payment of service / facilitation charge. The Empanelled Agency shall submit the monthly payment report of service / facilitation charges for reconciliation. The limit and mode of payment of such charges shall be in line with DERC regulations and shall be specified in Empanelment letter / MOU to be shared with qualified vendors by respective Discoms.

7.3. The Empanelled Agency shall refer (though not restricted to) to the 'Checklist of activities to be performed by Empanelled Agency for safety compliance' given in Section 28.9 of the document for installation of chargers.

7.4. EV chargers empanelled under this bid document must be type tested and certified as per BIS/NABL accredited lab Standard and Bharat EV standard including for communication protocol interoperability.

7.5. The communication protocol shall be in accordance with Section 10. Qualification Criteria in this document.

7.6. The Empanelled Agency shall ensure that the following parameters would be made available to the DISCOM:

7.6.1. Session - Start & Stop (Timings & Duration)

7.6.2. Instantaneous current flow to EV (required only for DC-001)

7.6.3. Instantaneous AC supply voltage (required only for DC-001)

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

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

7.6.6. Instantaneous power factor of total energy flow

7.6.7. SoC - State of charge of charging vehicle in percentage, wherever applicable

7.6.8. Charger ID

7.6.9. Location

7.6.10. Emergency Stop (along-with reasons) if any

* For LEV AC Chargers, the communication capability shall be ascertained and applicable post notification of the standards/specifications by BIS/DST.

8. Subsidy Disbursal Process

8.1. Each Empanelled Agency will be required to register on GNCTD's EV portal

8.2. Each DISCOM will also register itself on the GNCTD's EV portal and will be provided a login by GNCTD.

8.3. Post installation, DISCOM must use the login provided by GNCTD to record the following information:

8.3.1. CA number of the consumer

8.3.2. Amount of subsidy (if any)

8.4. Post payment of service charge, the Empanelled Agency uses its login to upload the following information

8.4.1. CA number of the consumer

8.4.2. Number and type of charger installed

8.4.3. Amount of subsidy claimed

8.4.4. Copy of the bill provided to the customer

8.4.5. In case of subscription model, OMC signed by Empanelled Agency and consumer

8.5. On receipt of service charge, the DISCOM must provide a completion certificate to the Empanelled Agency within 5 working days of the payment of service charge as mentioned in Clause 7.2.

8.6. Additionally, the DISCOM must use the login provided by GNCTD to approve the subsidy (entered in clause 8.3) within 3 days of the payment of service charge as mentioned in Clause 7.2.

8.7. As soon as the EV portal of GNCTD receives input for subsidy for the same CA number from the Empanelled Agency and the DISCOM, it automatically verifies if the amount of subsidy entered by both the entities is the same. If yes, the nodal officer of the transport department is provided a confirmation of verification, along with amount of subsidy and document uploaded by the Empanelled Agency

8.8. The nodal officer initiates transfer of subsidy to the Empanelled Agency's registered account within 2 days of the receipt of the confirmation of verification.

8.9. The nodal officer reserves the right to randomly select and cross-verify the subsidy claimed by Empanelled Agency and confirmed by DISCOM with the bill/OMC provided to the customer.

9. Request for Selection (RfS)

9.1. Event Information

Sealed Tenders are invited in Single Bid System from interested Bidders for empanelment contract valid for three years for below mentioned item:

Sl. No.	Type of chargers	Business Model for operation under the empanelment	Tender Fee details (DD only)
1			
2			
3			

The tender document can be obtained from address given below against submission of non-refundable demand draft of ₹ 1,180/- drawn in favour of BSES Yamuna Power Ltd, payable at Delhi or Online transfer of requisite amount through IMPS/ NEFT/ RTGS. The tender document is also available for download from the website www.bsesdelhi.com --> **BSES YAMUNA POWER LTD --> Tender-->Open Tenders**
In case tender is downloaded from the above website, then the bidder has to enclose a demand draft or Unique Transaction Reference number (UTR) of online transfer of requisite amount through IMPS/ NEFT/ RTGS covering the cost of bid documents. BYPL account details are mentioned in Annexure 12.

The bids shall be addressed to:

**Head of Department
Contracts & Materials Deptt.
BSES Yamuna Power Ltd
Reception, Ground Floor
Shaktikiran Building, Karkardooma
Delhi 110032**

9.2. Time schedule

The bidders should complete the following within the dates specified as under:

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S. No.	Events	Due date & Time
1	Date of sale/ availability of tender documents from BYPL Website	Up to 09.01.2023, 14:30 Hours
2	Date & Time of Pre-Bid Meeting Pre-Bid Meeting will be done online, Register in advance for this meeting, Zoom Meeting link: https://zoom.us/meeting/register/tJwufu2urDMsGdJcTOQamDfIE TC8NHLYeJbB After registering, you will receive a confirmation email containing information about joining the meeting.	28.12.2022, 16:00 Hours
3	Last Date of receipt of pre-bid queries, if any (Queries to be submitted via e-mail to addresses mentioned in SECTION – I 7.00 CONTACT INFORMATION)	28.12.2022 up to 17:00 Hours
4	Last Date of replies to all the pre-bid queries as received	31.12.2022 up to 18:00 Hours
5	Last date and time of receipt of Complete Bids (Tender Fees, EMD, Part A & Part B)	09.01.2023, 14:30HRS
6	Date & Time of Opening of PART A – EMD and Technical Bid	09.01.2023, 16:00 HRS

NOTE: Pre-bid meeting shall be conducted virtually and link for the same is provided in above table. In case the last date of submission of bids & date of opening of bids is declared as holiday in BYPL office, the last date of submission will be following the working day at the same time. Tender will be summarily rejected if any of the mandatory documents are not submitted.

9.3. Mandatory Documents Required along with Bid

In addition to the documents required to be submitted in Qualification Criteria (Section 10), the below documents need to be submitted by the Bidder:

9.3.1. Earnest Money Deposit (EMD): **No EMD required** as per Government of India Order No. F.9/4/2020-PPD dated November 17, 2022.

9.3.2. Bid Security Declaration: As per Government of India Order No. F.9/4/2020- PPD dated November 12, 2020.

9.3.3. Tender Fee: Demand draft or online transfer in case tender is downloaded from the website.

9.3.4. Duly signed copy of tender as an acceptance to all terms and conditions as mentioned in this tender.

9.3.5. Authorization letter to sign the tender on the behalf of the bidder.

9.3.6. Price schedule of the EV chargers (including cost of wiring/metre beyond 5 metres)

9.3.7. Technical Data Sheets of the EV chargers

9.3.8. Bid Form (as per Annexure 1)

9.3.9. Letter of Undertaking (as per Annexure 4)

9.3.10. Letter of Undertaking for not indulging corrupt & fraudulent practice (as per Annexure 5)

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9.3.11. Checklist for Commercial Terms and Conditions (as per Annexure 7)

9.3.12. Checklist for Bidder (as per Annexure 8)

9.4. Deviation from Tender

The Bidder shall necessarily submit a signed and stamped copy of this RfS tender (in original) as a token of acceptance of all the terms and conditions of this tender. Replication of this tender on bidder's document shall not be acceptable. No deviation is accepted to the tender document supplied with the bid and bid with deviation is liable to be rejected. However, in case of any deviations to this tender, all such deviations shall be furnished by the bidders and the relevant documents shall be submitted as a part of the Technical Bid. There shall be a pre-bid meeting to understand the queries raised by bidder(s) and issue amendment if needed.

9.5. Right of Acceptance/Rejection

Bids would be rejected in absence of any document mentioned under Section 9 and 10. The DISCOM reserves the right to accept/reject any or all the bids without assigning any reason thereof.

10. Qualification Criteria

10.1. Empanelled Agency/Bidder Qualification

S. No.	Minimum Qualification Criteria	Document Required	Applicability	
			Capex model	Subscription model
1	The Empanelled Agency/bidder should be registered and incorporated in India as per The Companies act, 1956/2013 or a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008 In case of a foreign company participating, it must form an Indian Company registered under the Companies Act, 2013	Company Registration Certificate from the Ministry of Corporate Affairs. A valid PAN Copy of the registered Company A valid GST Certificate of the registered Company	√	√
2	The Bidder shall have a net worth of at least INR 3,00,00,000 (Three Crores) as on March 31, 2020 Start-ups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) of the Ministry of Commerce and Industry, Government of India should have a net worth of INR 1,50,00,000 (One Crore and Fifty	Audited balance sheet by certified Chartered Accountant including Profit & Loss Account statement of Financial Year FY 19-20. Start-ups as defined are exempt from this requirement.	√	√

	Lakhs) as on March 31, 2020. Start-ups will also be allowed to present a commitment of INR 1,50,00,000 (One Crore and Fifty Lakhs) from shareholders in lieu of proof of net worth.				
3	<p>A. Operators of charging stations with ongoing experience of operating and maintaining public</p> <p>or</p> <p>captive EV charging points with a minimum power output 3.3 kW. The minimum number of charging points that a bidder must have installed is as provided in 4 A</p> <p>or</p> <p>B. Manufacturers of EVs or EVSE with operations in India for a period of at least one year as on the date of the bid document. Manufacturers of LEV AC EV chargers are exempted from the criteria to have operations in India for at least one year as long as their chargers satisfy the criteria provided in 4 B</p> <p>or</p> <p>C. Fleet aggregators/operators with 10 or more Electric Vehicles in operation as on the date of publication of this RFS</p>	<p>For 3 A and 3 B Mandatory -</p> <p>(i) Trade License for Commencement of Business</p> <p>(ii) Work Order copy. In addition, any one out of the following four documents:</p> <p>(i) Project Completion certificate(s)</p> <p>(ii) Payment receipts/ Satisfactory completion/ performance report</p> <p>(iii) Proof of release of performance security after completion of the contract</p> <p>(iv) Proof of settlement/ release of final payment against the contract. For 3 C</p> <p>Mandatory –</p> <p>(i) Trade License for Commencement of Business</p> <p>Additionally,</p> <p>(i) Registration number of vehicles which are owned by fleet operators as on the date of publication of this RFS</p> <p>or</p> <p>(ii) Registration number of vehicles owned by</p>			<p>√</p> <p>√</p>

		active driver partners as on the date of publication of this RF		
4	<p>Other Qualification Requirements for empanelment:</p> <p>A. A minimum of 10 EV charging points installed over the period of operations as on the date of publication of this RFS. For start-ups, a minimum of at least 3 EV charging points installed over the period of operations as on the date of publication of this RFS</p> <p>B. The EV chargers must be type tested by NABL accredited labs against specification provided in Annexure 10</p>	<p>A. Purchase order in support of aggregate chargers along with Certificate for successful Completion</p> <p>B. Test certificates from NABL accredited labs</p>	✓	✓
6	As on date of submission of the bid, the Bidder shall not be blacklisted by any State / Central Government Department or Central /State PSUs	Self-Certification	✓	✓

10.2. Charger Type and Specifications

The specification of the EV Charger/(s) that would be empanelled under this document has been mentioned in Annexure 10. These are minimum specifications.

11. Market Integrity

11.1. We have a fair and competitive marketplace. The rules for bidders are outlined in the Section 14: Instruction to Bidders. Bidders who violate the marketplace rules or engage in behaviour that disrupts the fair execution of the marketplace, restricts a bidder, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

11.1.1. Failure to honour prices submitted to the marketplace.

11.1.2. Breach of the terms published in Request for Selection (RfS).

12. Supplier Confidentiality

12.1. All information contained in this RfS is confidential and shall not be disclosed, published, or advertised in any manner without written authorization from DISCOM (BYPL). This includes all bidding information submitted.

12.2. All RfS documents remain the property of DISCOM (BYPL) and all suppliers are required to return these documents to BYPL upon request.

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12.3. Suppliers who do not honour these confidentiality provisions will be excluded from participating in future bidding events.

13. Evaluation Criteria

The bid evaluation process comprises of the following four steps:

13.1. Step I: Responsiveness check of Bid

13.2. Step II: Evaluation of Bidder's fulfilment of Qualification Criteria

13.3. Step III: Lowest Price Validation

13.4. Step IV: Successful Bidders(s) selection and Bid Security Declaration submission

13.5. Step I: Responsiveness check of Bid

The bids submitted by Bidders shall be thoroughly scrutinized to establish responsiveness to the requirements laid down in the tender subject to the Section 14 of the document. Any of the following may cause the Bid to be considered "Nonresponsive", at the sole discretion of the DISCOM.

13.5.1. Incomplete bids, i.e., not accompanied by any of the applicable formats inter alia covering letter.

13.5.2. Bid not signed by authorized signatory and /or stamped in the manner indicated in this tender

13.5.3. Material inconsistencies in the information/ documents submitted by the Bidder, affecting the Qualification Criteria.

13.5.4. Information not submitted in the formats specified in this tender.

13.5.5. Bid being conditional in nature.

13.5.6. Bid not received by the Bid Deadline.

13.5.7. Bid having Conflict of Interest.

13.5.8. More than one Member of a Bidding Company/Agency using the credentials of the same Parent Company.

13.5.9. Bidder delaying in submission of additional information or clarifications sought by DISCOM as applicable.

13.5.10. Bidders make any misrepresentation.

13.6. Step II: Evaluation of Bidder's fulfilment of Qualification Criteria Evaluation of Bidder's eligibility will be carried out based on the information furnished by the Bidder as per the prescribed Formats and related documentary evidence in support of meeting the Qualification Criteria as specified in Section 10.

Non-availability of information and related documentary evidence for the satisfaction of Qualification Criteria may cause the Bid non-responsive.

13.7. Step III: Lowest Price Validation

13.7.1. The selected Bidder/ Empanelled Agency shall provide a self-certification that the price of the chargers and/or the subscription fee (for a 3 year subscription plan) provided by them for display on the DISCOM(s) website/portal is the lowest price that can be made available to the consumer, for the period of empanelment (3 years). The consumer may not find the same EV Charger by the same Empanelled Agency at a lower price or a lower subscription fee on any other online or offline means.

13.7.2. The Bidder shall meet the requirements of Goods & Services Tax (GST) Act and changes therein as made by the competent authorities' time to time.

13.7.3. If an Empanelled Agency plans to further reduce the prices of the EV chargers mentioned on the DISCOM website/ portal for the consumers, the Empanelled Agency must inform the DISCOM about the price revision. The DISCOM will revise the price on the portal/website within 7 working days.

13.7.4. The self-certification and the price of the EV Chargers would be revised on an annual basis, without delay.

13.8. Step IV: Successful Bidders(s) selection Bid Security Declaration submission

13.8.1. The DISCOM(s) shall display the list of Empanelled Agency/ (ies) along with contact details, specification of EVSE including technical details along with the quoted price on its website.

13.8.2. The DISCOM(s) shall endeavor for mass dissemination of information on the availability of chargers along with their price amongst all its consumers through various means including its website, bills, various offices, social media, text messages, online meetings etc.

13.8.3. Consumer shall sign a model agreement with Empanelled Agencies outlining the service conditions.

13.8.4. The BID comprising of following (in duplicate):

13.8.4.1. Catalogue/Technical details of quoted model of EV chargers

13.8.4.2. Price details of quoted model of EV chargers along with selfcertification on the price

13.8.4.3. Original Tender documents duly stamped & signed on each page as token of acceptance

13.9. Award Decision

13.9.1. DISCOM (BYPL) shall qualify the Bidders on technical basis; however bidders are encouraged to submit their bid competitively. The decision to place purchase order solely depends on the consumer on the cost competitiveness across multiple lots, quality, delivery and Empanelled Agency's capacity, in addition to other factors that DISCOM may deem relevant.

13.9.2. The DISCOM reserves all the rights to award the empanelment to one or more bidders or nullify the award decision without any reason.

13.9.3. In case the performance of any Empanelled Agency is found to be unsatisfactory (as per clauses mentioned under Section 15), the empanelment will be cancelled.

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13.10. Contact Information

Address	Name/ Designation	E-mail Address
Sustainability & Cleantech / Technical		
Sustainability and Cleantech, First Floor, Corporate Annexe, CBD - III Grid, Karkardooma BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Devanshu Sharma GM (Sustainability & Cleantech)	Devanshu.Sharma@relianceada.com
	Mukesh Dadhich Addl. VP (Sustainability & Cleantech)	Mukesh.Dadhich@relianceada.com
Commercial		
C&M Dept. 3 rd Floor, A-Block, BSES Yamuna Power Ltd Shaktikiran Building, Karkardooma, Delhi 110032	Sumit Verma GM (C&M)	sumit.ra.verma@relianceada.com
	Santosh Singh Addl. VP (Head-Procurement)	santosh.kum.singh@relianceada.com
	Robin Sebastian VP (HOD-C&M)	robin.sebastian@relianceada.com

14. Instruction to Bidders

Bidders shall submit their responses offline

14.1. Bidders shall submit their responses offline.

14.2. Bidder shall submit bid proposal along with Tender fee, complete in all respect as per the Bid Form. Technical bids will be opened in presence of authorized representatives of bidders who wish to be present. Tender fee of INR 1,180 is mandatory to participate in this tender.

14.3. The Application/Bid documents which include Qualification criteria, Technical Criteria of EV Chargers, various conditions of contract, formats, etc. can be downloaded from DISCOM website **www.bsesdelhi.com --> Tenders --> BSES Yamuna Power Ltd --> Open Tenders.**

14.4. Any workable comments and suggestions on the criteria, requirements, and scope of work that could improve the quality/effectiveness of this empanelment process shall be considered by the DISCOM at its own discretion.

14.5. Bids not accompanying the Tender fee, or those accompanied by the tender fee of inadequate value, shall not be entertained, and in such cases, the online bids shall not be opened.

14.6. The details of the instruments of Tender fee must be entered offline in relevant fields/columns of the module while submitting the bid. It must be ensured by the bidder that the relevant proof of payment towards Tender Fee are submitted before opening time of the Technical bids for verification of the details of the same. Failure to comply with this would render the bid liable for rejection and the bid will not be opened offline. DISCOM will not be responsible for any delay, loss or nonreceipt of Bidding Document Cost sent by post/courier.

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14.7. Any relaxation/exemption sought by bidders shall only be considered in accordance with relevant sections of this tender document regarding submission. The Bidding Document Cost shall be subject to fulfilment of conditions defined in the respective sections. Since all the conditions explained in the respective sections for seeking exemption from submission of Bidding Document Cost is self-explanatory, bidders should ascertain about their fulfilment of all conditions and submit their bid accordingly.

14.8. If at any stage, it is found that false information is furnished or non-compliance of any of the conditions defined at the said sections, the bid/offer shall be considered as non-responsive and would not be considered for further evaluation.

14.9. At any time prior to the application due date, DISCOM may, for any reason, whether at its own initiative or in response to clarifications requested by an applicant, modify the RfS document by the issuance of Addendum posted on the website **www.bsedelhi.com --> Tenders --> BSES Yamuna Power Ltd --> Open Tenders**. To provide the applicants a reasonable time to examine the Addendum, or for any other reason, DISCOM may, at its own discretion, extend the Application due date.

14.10. The bidders shall not be entitled to receive the refund of the cost of documents or other costs if any in case the RfS is cancelled for whatsoever reason or without assigning any reason.

14.11. A Bidder requiring any clarifications on the RfS document may request online through email listed above. The DISCOM would Endeavour to respond to the queries on or before 7 days of bid due date.

14.12. A bidder must submit Bid Security Declaration in the format as prescribed in Annexure 2.

15. Service/Model Agreement

AGREEMENT BETWEEN EMPANELLED AGENCY AND THE DISTRIBUTION COMPANIES

The selected Empanelled agency shall adhere to the following service agreement with DISCOM

The Empanelled Agency (ies) must oblige the listed service agreement with the electricity distribution company(ies) set out hereunder:

15.1. Faulty charging equipment should be repaired and/or replaced within 48 hours of the complaint.

15.2. For subscription model, the Empanelled Agency shall be allowed to operate the Equipment in the point of supply as per mutual agreement with the consumer. Further, it should be ensured that agency (ies) may deploy workforce to operate the Equipment at its own expense. It is hereby clarified that any workforce deployed by the Empanelled Agency will not be an employee of DISCOM.

15.3. DISCOM shall not do or cause to be done anything at the point of supply preventing, obstructing, or interrupting business of the Empanelled Agency (ies), its use and occupation of the point of supply including free ingress or egress.

15.4. Under the subscription model, the Empanelled Agency must not cause any kind of damage to the point of supply while laying down cables/infrastructure in the matter and/or during its maintenance. In case, there are damages caused to the property of DISCOM in front of the meter, due to addition of new chargers / dismantling the Equipment installed by it, the cost against such corrections at site shall be borne by the Empanelled Agency.

15.5. **Penalty for default in delivery:** If EV chargers are not installed as per the schedule provided by the consumer, penalty would be imposed at a rate of INR 500 per day, subject to a maximum penalty equal to the entire amount paid by the Consumer to the Empanelled Agency, post which the Purchase Order will be cancelled by the DISCOMs.

15.6. The DISCOM can also penalise the Empanelled Agency for violation of any terms of this RfS or for non-resolution of any complaint(s) raised by the consumer, to the satisfaction of the DISCOM. The penalty would be imposed at a rate of INR 500 per violation, subject to a maximum penalty equal to the entire amount paid by the Consumer to the Empanelled Agency.

15.7. The DISCOM can deduct the penalty amount from the performance bank guarantee provided by the Empanelled Agency. The DISCOM will credit the penalty amount to the consumer in the bills for the subsequent month.

15.8. Empanelled Agency (under subscription model) may discontinue its services to the consumer in case of:

15.8.1. Asset misuse (physical damage to the charging equipment/ tampering/ theft attempt) that adversely affects empanelled agency's services to other customers,

15.8.2. default in payment as per the subscription plan,

15.8.3. Violation of any term by the consumer under the OMC

15.9. Empanelled Agency should follow applicable data protection regulations with regards to protection of any KYC or personal information collected from the consumers during application.

15.10. **Promotion:** The DISCOM shall endeavor for the mass dissemination of information on the availability of chargers along with their price amongst all its consumers through various means including its website, bills, various offices, social media, text messages online meeting etc messages, online meeting etc.

15.11. **Due Diligence:** The Empanelled Agency (ies) at its own expense, shall be solely responsible to perform all necessary or appropriate due diligence investigations, including without limitation, technological, soil, structural, engineering

15.12. The Empanelled Agency (ies)/Bidders shall abide by the laws, rules, regulations etc. if any formulated by the Delhi Government or by the Government of India/ Central Electricity Authority / DERC as applicable from time to time.

15.13. **Signage and Advertisements:** Any signage/advertisement board at the location of the point of supply semi-public spaces can be put up only with the written consent of the consumer.

15.14. **Security:** During the subscription period, the Empanelled agency shall ensure that none of its officials and / or personnel deputed at site by the Empanelled Agency shall cause any damage to any electrical infrastructure, in front of the meter, pertaining to DISCOM.

15.15. **Representations and Warranties:** Both parties hereby represent and warrants as follows:

15.15.1. It has all requisite power and authority to enter and perform its obligations under this Agreement.

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15.15.2. It has taken all actions, obtained all regulatory, corporate, and contractual authorizations, and submitted all notices or filings required to be submitted, for it to validly enter into this Agreement.

15.15.3. The execution and delivery of, or the performance of obligations under this Agreement do not violate or conflict with any law applicable to the Empanelled Agency to any provision of its constituent documents, or any agreement, contract, promise, covenant, undertaking, representation or warranty, applicable to or made by the Empanelled Agency.

15.15.4. This Agreement constitutes legal, valid, and binding obligations of the Parties enforceable against each Party in accordance with its terms.

15.16. **Indemnification:** The Bidder shall indemnify the DISCOM and keep indemnified against any loss or damage that the DISCOM may sustain on account of any violation by the bidder of any law or legal requirement or by any of its shareholders, directors, employees, agents or representatives as a result of all or any of the following.

15.16.1. Any misrepresentation or breach of warranty provided during the tendering process by or attributable to the Bidder.

15.16.2. Any breach of any condition or covenant in this Agreement by or attributable to the Bidder; and

15.16.3. Any third-party claim (including by the consumer) against the DISCOM because of any act or omission by or attributable to the Bidder.

15.16.4. Any infringement of Intellectual Property Rights of any third party by the Bidder.

15.16.5. Any sharing of consumer data with a third party other than any authorized government agency or service provider contracted in relation to providing charging services.

15.17. **Termination/Expiry of the Agreement:** The present Agreement shall stand terminated in the following circumstances:

15.17.1. The Agreement shall stand terminated by efflux of time upon expiry of tenure of this Agreement unless mutually agreed in writing to extend the same on mutually agreed terms and conditions.

15.17.2. If any Party breaches any of the terms of this Agreement, ("Defaulting Party"), such Defaulting Party shall be given an opportunity to rectify the same within 30 days ("Cure Period") from the date of intimation of such breach by the other Party (i.e., the "Affected Party"). If the breach is not corrected within the Cure Period, then the Affected Party will have the right to terminate this Agreement by giving 30 days' notice to the Defaulting Party.

15.17.3. This Agreement shall stand terminated with immediate effect in the event either Party initiates the process/files application for being declared as insolvent.

16. If any provision of this Agreement conflicts with any of the provision of law applicable to this Agreement or if it is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the affected clause shall be substituted or the whole agreement to give effect to the same. The remaining terms and conditions of the Agreement shall remain in full force and effect.

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17. Disclaimer

17.1. This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability, and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

17.2. Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

17.3. This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

17.4. Neither DISCOM nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of DISCOM or its employees, or otherwise arising in any way from the selection process for the Supply and Installation.

18. Cost of Bidding

The Bidder shall bear all cost associated with the preparation and submission of its bid and DISCOM will in no case be responsible or liable for those costs.

19. Amendment of Bidding Documents

19.1. At any time prior to the deadline for submission of Bids, the DISCOM may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.

19.2. The Amendment shall be part of the Bidding Documents, and it will be notified on website **www.bsesdelhi.com --> Tenders --> BSES Yamuna Power Ltd --> Open Tenders** and the same will be binding on them.

19.3. In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the DISCOM may, at its discretion, extend the deadline for the submission of Bids. The same shall be published as a corrigendum in website **www.bsesdelhi.com --> Tenders --> BSES Yamuna Power Ltd --> Open Tenders**.

19.4. DISCOM shall reserve the rights to following

- 19.4.1. Extend due date of submission
- 19.4.2. modify tender document in part/whole
- 19.4.3. Cancel the entire tender

19.5. Bidders are requested to visit DISCOM website regularly for any modification/clarification/corrigendum/addendum of the bid documents.

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20. Language of Bid

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the DISCOM, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

21. Documents Comprising the Bid

The Bid prepared and submitted by the Bidder shall comprise the following components:

21.1. Bid Form, Price & other Schedules (strictly as per format) and Technical Data Sheets completed in accordance with Technical Specification.

21.2. All the Bids must be accompanied with the required Bid Security Declaration as mentioned in the Section 21.1.1 against each tender.

21.3. Tender documents must be duly stamped and signed on each page by authorized signatory.

22. Bid Form

The Bidder shall submit one "Original" and one "Copy" of the Bid Form, the appropriate Price Schedules, Technical Data Sheets and duly filled documents as per attached Annexures (specified in Section 9.3) enclosed with the Bidding Documents.

22.1. Performance Bank Guarantee (PBG)

22.1.1. Each Empanelled Agency must submit 3 Performance Bank Guarantees of INR 20,00,000 to each 3 discoms separately; value valid for the 3 year from the date of Purchase Order with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Performance Bank Guarantee (PBG) as per statutory provisions in force.

22.1.2. The amount of PBG is subject to enhancement after a review of the actual installations in the first 12 months of the empanelment.

22.1.3. Empanelled Agency will submit Performance Bank Guarantee as per DISCOM format attached vide Annexure 3 hereto, within 14 days of receipt of the Letter of Intent.

22.1.4. If the Empanelled Agency does not submit the Performance Bank Guarantee, the DISCOM can undertake measures as prescribed in the Bid Security Declaration.

22.1.5. Post the period of validity of the PBG (after completion of 3 years from the date of Letter of Intent), the Empanelled Agency shall claim the PBG within the stipulated claim period of 12 months from the date of expiry of the validity period of the PBG. No interest shall be payable on the PBG.

22.2. Bid Currencies

Prices shall be quoted in Indian Rupees Only.

22.3. Period of Validity of Bid

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22.3.1. Bids shall remain valid for 90 days from the due date of submission of the Bid.

22.3.2. Notwithstanding Section 21.4 (i) above, the DISCOM may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by post/courier.

22.4. Format and Signing of Bid

22.4.1. The original Bid Form and enclosed documents (as specified in Section 9.3 and Section 10), clearly marked "Original Bid" plus one soft copy must be received by the DISCOM at the date and place specified pursuant to Section 9. In the event of any discrepancy between the original and the copies, the original shall govern.

22.4.2. The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Arrowney accompanying the Bid.

22.4.3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

23. Submission of Bids

Sealed and Marking of Bids

23.1. **Bid submission:** One original plus Duplicate Soft copy in USB flash drive of all the Bid Documents shall be sealed and submitted to the DISCOM before the closing time for submission of the bid. The bids must be submitted offline.

23.2. **The Technical Documents** and the Bid Security Declaration shall be enclosed in a sealed envelope and the said envelope shall be super scribed with "Technical & Bid Security Declaration". The envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original and Copy. The envelopes should be super scribed with —"Tender Notice No. & Due date of opening".

23.3. The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the DISCOM to collect the proposals from Courier/Airlines/Cargo Agents etc. shall be entertained by the DISCOM.

23.4. One Bid Per Bidder

Each Bidder shall submit only one Bid by itself. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

24. Deadline for Submission of Bids

24.1. The original Bid, together with the required copies, must be received by the DISCOM (BYPL) at the address specified no later than the due date specified in Section 9.2.

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24.2. The DISCOM may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Section 18, in which case all rights and obligations of the DISCOM and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

24.3. Late Bids

Any Bid received by the DISCOM (BYPL) after the deadline for submission of Bids prescribed by the DISCOM, pursuant to Section 23, will be declared "Late" and may be rejected and returned unopened to the Bidder.

25. Modifications and Withdrawal of Bids

The Bidder is not allowed to modify or withdraw its Bid after the Bid submission.

26. Evaluation of Bids

26.1. Process to be confidential

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for empanelment shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the DISCOM's processing of Bids or empanelment decisions may result in the rejection of the Bidder's Bid.

26.2. Clarification of Bids

To assist in the examination, evaluation, and comparison of Bids, the DISCOM may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered, or permitted.

26.3. Dispute Resolution

26.3.1. Disputes under the agreement shall be settled by mutual discussion. However, in the event of not reaching amicable resolution or settlement between the parties, the differences of disputes shall be referred to and settled by the Sole Arbitrator to be appointed by mutual agreement between the parties.

26.3.2. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.

26.3.3. The venue of the arbitration shall be New Delhi, India.

26.3.4. The fee and other charges of Arbitrator shall be shared equally between the parties.

26.3.5. The Arbitrator will give the speaking and reasoned award. The party will not be entitled to any pendente lite interest during arbitration proceedings.

27. Award of Contract

27.1. Contacting the DISCOM

27.1.1. If any Bidder wishes to contact the DISCOM Officers on any matter related to the Bid, from the time of Bid opening to the time of contract award, the same shall be done in writing only.

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27.1.2. Any effort by a Bidder to influence the DISCOM and/or in the DISCOM decisions in respect of Bid evaluation, Bid comparison or Empanelment Award, will result in the rejection of the Bidder's Bid.

27.2. Letter of Intent/Notification of Empanelment

The letter of intent/ Notification of Empanelment shall be issued to the successful Bidder whose bids have been considered responsive and techno-commercially acceptable. The successful Bidder shall be required to furnish a letter of acceptance within 7 days of issue of the letter of intent /Notification of Empanelment by DISCOM.

28. Corrupt or Fraudulent Practices

28.1. The DISCOM requires that the Bidders observe the highest standard of ethics during the procurement and empanelment period. In pursuance of this policy, the DISCOM:

28.1.1. Defines, for the purposes of this provision, the terms set forth below as follows:

28.1.2. "Corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

28.1.3. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the DISCOM, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive the DISCOM of the benefits of free and open competition.

28.2. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the empanelment in question.

28.3. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

29. Annexures

PRIVATE CHARGING INFRASTRUCTURE PROVIDERS NIT NO: CMC/BY/22-23/RS/SV/56	Page 27 of 53	Bidders seal & Signature
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29.1. Annexure 1: Bid Form

FORMAT FOR BID FORM

To,

BSES YAMUNA POWER LIMITED (BYPL)
SHAKTI KIRAN BUILDING, KARKARDOOMA,
DELHI-110032

Dear Sir/Madam,

1. We understand that the BYPL is undertaking empanelment of EV Charger providers on the behalf of BYPL and all other DISCOMs to implement the Delhi EV policy across NCT of Delhi.

2. Having examined the Bidding Documents for the above named works, we the undersigned, offer to install EV chargers and provide our services in full conformity with the Terms and Conditions and technical specifications to be determined in accordance with the terms and conditions of the Tender document. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

3. If our Bid is accepted, we undertake to install EV chargers and provide our services as per the scope of work mentioned in Section 7 from the date of empanelment.

4. If our Bid is accepted, we will furnish 3 PBGS for an amount of INR 20,00,000 to each

3 Discoms for due performance during the Empanelment period in accordance with the Terms and Conditions of this bid document

5. We agree to abide by this Bid for a period of 90 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. We declare that we have studied the provision of Indian Laws for supply and installation of equipment's/materials and the prices have been quoted accordingly.

7. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

8. We understand that you are not bound to accept the lowest, or any bid you may receive.

9. There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract. Dated this..... day of 20
Signature..... In the capacity of
.....duly authorized to sign for and on behalf of (IN BLOCK CAPITALS)

Table with 3 columns: PRIVATE CHARGING INFRASTRUCTURE PROVIDERS NIT NO: CMC/BY/22-23/RS/SV/56, Page 28 of 53, Bidders seal & Signature



29.2. Annexure 2:

Bid Security Declaration

Ref.:
To,
HEAD OF -----

----- Subject: Empanelment/Enlisting RfS tender -----

----- Date: ----- Madam/Sir, I/We , irrevocably declare as under: I/We understand that, as per Clause 9.3 (ii) of RfSno. [] , bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit. I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of disqualification as may be notified by you (without prejudice to DISCOM’s rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revise, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.

3) On acceptance of our bid by DISCOM, I/we failed to deposit the prescribed Performance Bank Guarantee within the prescribed time limit or fail to execute the agreement or fail to commence the execution of the work in accordance with the terms and conditions and within the specified time. Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:
Duly authorized to sign the bid for and on behalf of: _____ (complete name of Bidder) Dated on _____ day of _____ month, _____ year.

PRIVATE CHARGING INFRASTRUCTURE PROVIDERS NIT NO: CMC/BY/22-23/RS/SV/56	Page 29 of 53	Bidders seal & Signature
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29.3. Annexure 3:

Format for Performance Bank Guarantee (PBG)

(To be stamped in accordance with stamp act.) Bank Guarantee No.....

To,

BSES YAMUNA POWER LIMITED (BYPL)
SHAKTI KIRAN BUILDING, KARKARDOOMA,
DELHI-110032

(1) In consideration of the BSES Yamuna Power Limited (BYPL) (hereinafter called "The Undertaking") having agreed to accept from M/s (hereinafter called the Empanelled Agency), under the terms & condition of an agreement dated..... between BYPL & M/sBank Guarantee for Rs.....(Rupees.....) for the due fulfilment of the terms & conditions contained in RFS no. []

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

(3) We (**NAME AND ADDRESS OF BANK**), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said agreement carried out by the Empanelled Agency and accordingly guarantee is made on us in writing on or before the (Date of validity).

(4) We, (**NAME AND ADDRESS OF BANK**), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Undertaking in writing. (1) "Notwithstanding anything contained herein above, our liability under this guarantee is restricted to INR..... (Rupees.....) and the guarantee shall remain in force upto (date of validity) unless a demand or claim by the Undertaking in writing is presented on the bank within (date of validity). The Bank shall be relieved and discharged from all liabilities there under" Dated the..... Day of20... For (Name of Bank) (BRANCH MANAGER)

WITNESS

1.....

2.....

PRIVATE CHARGING INFRASTRUCTURE PROVIDERS NIT NO: CMC/BY/22-23/RS/SV/56	Page 30 of 53	Bidders seal & Signature
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29.4. Annexure 4: Letter of Undertaking

LETTER OF UNDERTAKING" (LOU)

(To be executed on non-judicial stamp paper of Rs. 100/-) Ref.:

To,
 HEAD OF -----

Subject: Empanelment/Enlisting RfS tender ----- Date: -----

Dear Madam/Sir,

1. I, _____ son/Daughter/wife of _____

residing at _____ is authorized and empowered to make proposal for Bidders enlistment/empanelment on behalf of

M/s _____ with registered office

at _____ (company registered under company act).

2. Details of (proprietor/Partner/Director) of the organizations are as follows:

Name	Son/Daughter/Wife of	Residential Address	Mention Proprietor/Partner Director (as applicable)



3. The Power of attorney as applicable issued by the competent authority in my company/organisation, authorizing me to sign and upload enlistment documents, is attached herewith.

4. I/We hereby confirm that, if required, I will access the designated website of DISCOM for Bidders empanelment/enlistment with computer generated User ID and given password changed by me. I also confirm that I shall take all possible measures to prevent any unauthorised access to the bidder enlistment portal on behalf of my company/agency.

5. I/We have read, examined, and understood the requirements of this tender for RfS specific qualifying requirement, quality, and financial requirement etc. I/We agree to accept all terms and conditions and after which desired information being furnished as desired in the following for Empanelment/Enlistment:

a. Company Information (KYC)

b. Financial details as per Balance Sheet e.g. Turnover, Profit & Loss, etc.

c. Technical, Quality & Cost based pricing qualifying requirement

d. Execution Capability (Purchase order in support of aggregate capacity along with Certificate for successful completion)

6. I/We understand that the statement made by us is initially subject to verification with the documentary evidence by DISCOM for which relevant documentary evidence are uploaded/being uploaded by us. I/We also understood that in absence of relevant documentary evidence, DISCOM shall be at full liberty to ignore the furnished information.

7. I/We also confirm that the entire liability of implementing and adhering to the conditions of this RfS remains with me/us, irrespective of any sub-contracting that I/we may undertake towards the implementation of the conditions under this RfS,

8. I/We also confirm that we shall furnish additional clarification/additional documents, if any, desired by DISCOM at any time (during/after empanelment/enlistment).

9. I/We hereby confirm that all furnished information and uploaded documents are correct and genuine to the best of my knowledge. I/We also confirm that we do not have any objection for an physical verification and assessment and in obtaining confirmation from any relevant authorities/company regarding any/all information furnished by us.

10. I/We also confirm that we shall update DISCOM for any change in status/furnished information appropriately within the currency of empanelment/enlistment. In any furnished information/uploaded document found to be incorrect/forged during the process of empanelment/enlistment or after empanelment/enlistment, DISCOM may take appropriate action as deemed fit as per Fraud Prevention Policy/Integrity Pact of DISCOM but not limited to Banning Business Dealing/Cancellation of empanelment/enlistment etc.

11. I/We hereby confirm that the rate quoted for empanelment/enlistment with Distribution company (ies) vide this RfS tender shall be less than the rate available for the same product anywhere else (distribution/online mode).

12. I/We agree to abide by and fulfil all the term conditions and provisions of the Bidder Empanelment/Enlistment certificate, if issued in our favours.

PRIVATE CHARGING INFRASTRUCTURE PROVIDERS NIT NO: CMC/BY/22-23/RS/SV/56	Page 32 of 53	Bidders seal & Signature
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Witness Signature

Signature: Name of Executants

Designation

Name Postal Address of Executants

Address Date:

Note:

1. Executants must possess valid power of attorney for submission of request for Bidder empanelment/enlistment.
2. Hard copy of "Letter of Undertaking (LOU)" duly signed and completed should be submitted along with the bid document. Without receipt of original LOU and POA, "Certificate of Empanelment", even if found qualified, shall not be issued.



29.5. Annexure 5:

Letter of Undertaking for not indulging corrupt & fraudulent practice

(To be printed on Letter Head of the Empanelled Agency)

To,

BSES YAMUNA POWER LIMITED (BYPL)
SHAKTI KIRAN BUILDING, KARKARDOOMA,
DELHI-110032

We declare that all the documents submitted or would be submitted by us in response to this tender are/would be genuine, and in case any discrepancy is found in the declaration/documents submitted by us at any stage, action can be taken against us as deemed fit by DISCOM. We further declare that in the submission of this tender no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the DISCOM, if he finds to the contrary, to declare, our tender to be non-compliant and if the empanelment certificate has been awarded to declare the empanelment null and void.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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29.6. **Annexure 6:**

Certificate of Grid Connectivity

(To be printed on Letter Head of the Empanelled Agency)

Consumer Name and Address:

DISCOM Application No.

EV Chargers installed:

Sanctioned Capacity:

Use in accordance with regulation:

The EV Chargers have been tested for grid stability, grid protection, power quality and specified environmental influences and is found to have equivalent standards required by CEA, MoP, Govt Agencies and Regulatory bodies as amended from time to time

Technical Evaluation Report for Interconnection Requirements of EV Charging Stations to ensure Grid Safety, Protection & Stability*

Name of Consumer		
Consumer Account No.		
Consumer Address		
Telephone No.		
Email Id		
Sanctioned Load		
Type of Charging Station (AC/DC)		
Voltage level of Connectivity		

*For LEV AC Chargers, the protection and safety requirement shall be ascertained and applicable post notification of the standards/specifications by BIS/DST. The EV Charger/(s) have been technically evaluated for interconnection requirements to ensure stability of the Grid on the date of the above report. It is further confirmed that at the time of issue of this report the certification of the system corresponds to the valid safety specification for the specified use in accordance with.

Application No.:

Date of Issue:

Report No.:

Signature:

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Checklist for Commercial Terms and Conditions

Sl. No.	Item Description	As Per BYPL	Bidder's Confirmation
1	Payment terms	As mentioned in the tender	
2	Delivery schedule	As mentioned in the tender	
3	Penalty for delay	As mentioned in the tender	
4	Bid Security Declaration	As mentioned in the tender	

29.8. Annexure 8:

Checklist for Bidder

Sl. No.	Item Description	YES/NO
1	Index	YES/NO
2	Covering Letter	YES/NO
3	Bid Form (Unpriced) Duly Signed (In Duplicate)	YES/NO
4	Price Schedule of the EV chargers	YES/NO
5	Technical Data Sheets of the EV chargers (In Duplicate)	YES/NO
6	Acceptance To Commercial Terms And Conditions	YES/NO
7	Bid Security Declaration In Prescribed Format	YES/NO
8	Tender fee payment - Demand Draft / Banker's Cheque Drawn In Favour of " BSES Yamuna Power Limited, Payable At Delhi	YES/NO
9	Power of Attorney/Authorisation Letter For Signing the Bid	YES/NO
10	Sample (2 Nos.)	YES/NO

29.9. Annexure 9:

Checklist of activities to be performed by Empanelled Agency for safety compliance

Sl. No.	Description	Compliance Status
1	Installation of Meter Box to place Meter /MCB / ELCB (Location of Meter Box shall be identified jointly by Vendor & DISCOM metering team)	
2	Installation of MCB (Miniature Circuit Breaker) & ELCB (Earth Leakage Circuit Breaker)	
3	Electric Vehicle charger should be installed so that any socket-outlet of supply is at least 800mm above the finished ground level (in case of low-lying area the height of foundation shall be suitably increased)	
4	Earthing of EV charger (only DC 001)*	
5	Placement of Fire Extinguisher	
6	Warning / Danger Signboard	
7	All internal cabling shall be done from Meter till Electric Chargers shall be properly protected	
8	Mounting (Plinth / Pole / Wall Mounted) of Metering Cabinet (for Meter, MCB & ELCB) for Standalone Outdoor EV Charging Installation.	
9	Adherence to Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010(Clause no. 120 & 121)	
10	Provide the consumer an SOP for the charging process.	

* The responsibility for earthing of EV charger for AC 001 and LEV AC rests with the Consumer.

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Additional compliances in case of charging stations installed in the basement of the semiprivate complexes for charging of EVs.

Sl. No.	Description	Compliance Status
1	Enclosure of charging stations shall be made of fire-retardant material with self-extinguishing property and free from Halogen.	
2	Proper ventilation must be provided	
3	No probability of water logging	
4	Car parking away at least ten meters from EV metering panel	
5	Proper escape plan required for emergency exit	
6	Sufficient illumination required	
7	No slippery surface	
8	No flammable material near to EV charging panel	
9	Detailing of the fire safety norms	

29.10. Annexure 10:

Specifications of EV Chargers

The empanelment shall be done only for the following EV chargers:

1. AC001
2. LEV AC*
3. DC001

The specifications of the EV Chargers have been given below.

1. AC001

As per order from Department of Heavy Industry, Ministry of Heavy Industries & Public Enterprises, dated 21st November 2017, Reference No. 7(8)/2015-AEI(pt.)(11976)1

Sl. No.	Parameter	Specifications
General Requirements		
1	EVSE Type	AC
2	Energy Transfer Mode	Conductive
Input Requirements		
3	AC Supply System	Three-Phase, 5 Wire AC System (3Ph.+N+PE)
4	Nominal Input Voltage	415V (+6% and -10%) as per IS12360
5	Input Frequency	50Hz, +/-1.5Hz
6	Input Supply Failure Backup	Battery backup for minimum 1 hour for the control system and billing unit. Data logs should be synchronized with CMS during back up time, in case battery drains out.
Environmental Requirements		
7	Ambient Temperature Range	0 °C to +55 °C
8	Ambient Humidity	5 to 95%
9	Ambient Pressure	86kpa to 106kpa

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10	Storage Temperature	0 °C to +60 °C
Mechanical Requirements		
11	Suggested cable Security	Public metered AC outlet (PMAO) and the vehicle connector outlet to have provision for locking mechanism using charging to ensure the safety of the cable
12	Mechanical Stability	Shall not be damaged by mechanical impact energy: 20J (5kg at 0.4m)
13	IP Rating	IP 54
14	Cooling	Air cooled or forced air cooled to protect the equipment against temperature hazards
Output Requirements		
15	Number of outputs	3
16	Type of each outputs	230V (+6% and -10%) single phase, 15A as per IS12360 A.C
17	Output Details	3 Independent charging sockets
18	Output Current	Three Vehicles charging simultaneously, each at 15A current
19	Output Connector Compatibility	IEC 60309
20	Limiting output current	Circuit breaker for each outlet limited to 16A current output. Breaker should be reset to resume operation.
21	Connector Mounting	Angled connector mounted looking downwards for outdoor use
22	Isolation	Class 1 and Class 2 insulation as per AIS 138 (3.3.1 and 3.3.2)
User Interface & Display Requirements		
23	ON-OFF (Start-Stop) switches	Mandatory
24	Emergency stop switch	Mushroom headed Push Button Type (Red Colour), visible and easily accessible
25	Visual Indicators	Error indication, Presence of input supply indication, Charge process indication and other relevant information
26	Display Size	Minimum 3.5" inches with 720x480 pixels, user interface through touch screen/keypad
27	Display Messages	EVSE should display appropriate messages for user during the various charging states like <ul style="list-style-type: none"> ● Vehicle plugged in/vehicle plugged

		<p>out</p> <ul style="list-style-type: none"> • Fault conditions, metering, unit consumption, duration since start of charge, time to charge, kWh
28	User Authentication	Using mobile application or User Interface (OCPP gives only a field mandate, media to be used is open)
29	Metering Information	Consumption Units
Billing & Payment Requirements		
30	Metering	Metering as per units' consumption for charging each vehicle
31	Billing	Grid responsive billing
32	Payment	BHIM/ Bharat QR or UPI compliant mobile application payment
Communication Requirements		
33	Communication between EVSE and Central Server	Open Charge Point Protocol (OCPP) 1.5 protocol or higher version compatible to OCPP 1.5
34	Metering	Grid responsive metering as per units' consumption of each vehicle
35	Interface between charger and central management system (CMS)	Reliable internet connectivity
Protection & Safety Requirements		
36	Safety parameters	Safety and protection to be ensured for India specific environment (as per AIS 138 part 1)
37	Start of Charging	<ul style="list-style-type: none"> • The outlet will be locked and Covered, the connector will be exposed to charging only after user authentication using user interface or mobile application. • Only when the lock opens and 37connector is properly connected, the switch/relay will turn ON to feed power to the EV. Lock will be opened only after full charging and authentication by user or the operator. Once disconnected, the charging session terminates.
38	Power failure	If there is a power failure, user is indicated about this. The charging resumes when power comes on. If the user wants to terminate the session during power failure, the user can shut-off the switch and remove the plug.
39	Interruption of Charging	Connector terminals to be mounted with temperature sensors to avoid burning of the connectors. Safety mechanism to trigger switching off the

	<p>charging at temperature > 80oC for a duration < 10s. In such situation, an appropriate signal will be sent to turn the switch/relay OFF to stop the charging. Once disconnected, the charging session terminates.</p> <ul style="list-style-type: none"> • If the above locking mechanism is mandated then the following point won't be required: If plug is taken out (for more than 2 seconds) and then reinserted for charging, the charging session will disconnect. A new session will be required to continue charging to ensure that no one can remove a vehicle being charged and insert their own cable and use the infrastructure without paying or at someone else's account.
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Type Testing

Sl. No.	Criteria	Parameter	Clause No. of AIS 138 Part 1
1	Safety functions Verification	Earth Presence Detection (Socket – EVSE)	6.4.1.1
		Earth Continuity Check (EVSE-EV)	6.4.1.2
		Over Current and Short-Circuit Protection	6.4.1.5
		Leakage Current (RCD)	6.4.1.6
		Dielectric withstand voltage	11.6.1
2	Mechanical Stability	Mechanical impact	11.11.2.2
		IP Testing	11.11.2.4
3	Climatic environmental tests	Ambient air temperature	11.11.1.2
		Ambient humidity	11.11.1.4
4	EMC Verification	Immunity to electrostatic discharges	11.11.3.2
		Supply voltage dips and interruptions	11.11.3.2
		Fast transient bursts	11.11.3.2
		Voltage surges	11.11.3.2

2. LEV AC*

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As per letter, from Department of Science and Technology (DST) to Dialogue and Development Commission of Delhi (DDCD), dated 14th January 2021, Reference No. G- 30011-44/2020-PROJ.

Sl. No.	Parameter	Parameter Specifications
General Requirements		
1	Charger Type	AC
2	Energy Transfer Mode	Conductive
3	Number of Output Ports	One
4	Input Supply	Single Phase, 50 Hz, 230 V AC +10%
5	Charging Outlet	Single Phase, 50 Hz Rated Voltage: 230V AC Maximum Current: 15A
6	EV AC Charge Point Socket – Outlet and Plug	As per IS/IEC 60309-1:2002
7	Energy Measurement	Required, with 2% accuracy
8	Mounting Arrangement	Pole or wall mounted
9	Operating Temperature	-5 °C to +55 °C
Communication & Protocol		
10	Communication	With Mobile App using Bluetooth Low Energy (BLE) 4.0
11	Protocol	Shall be compatible to standardize Mobile Application protocol
User Interface Requirements		
12	User Authentication	Through Mobile Phone Application
13	Charging Start/Stop Operation	Through Mobile Phone Application
14	Visual Indicators	Presence of input supply, Presence of earth, Charge process indication, Authentication status, Back-up power enabled, etc. at least through LED indicators with appropriate colour coding.
15	Trigger for pairing through BLE in case of Power Failure	Mobile phone pairing using push button type of a switch or any other suitable means to complete the charging session with actual energy consumed feedback with backup power in case of power failure.
16	Energy Measurement Information	Through Mobile Phone Application
Protections		
17	Electric Shock Protection function	Residual Leakage current detection, Trip time: Nominal 30ms

		Trip current: Nominal 30mA
18	Short-Circuit Protection function	Required
19	Overhead Protection function	Required
20	Type Testing Requirements	As per approved BIS standards whenever notified

3. DC001

As per order from Department of Heavy Industry, Ministry of Heavy Industries & Public Enterprises, dated 21st November 2017, Reference No. 7(8)/2015-AEI(pt.)(11976)2

Sl. No.	Parameter	Specifications
General Requirements		
1	EVSE Type	Dual connector DC EVSE
2	Energy Transfer Mode	Conductive
3	Charging Mode	4
4	Reliability and Serviceability	Modularity, self-diagnostic features, fault codes and easy serviceability in the field
System Structure		
5	Regulation Method	Regulated DC EV Charging station with combination of CVC or CCC but not simultaneously
6	Isolation	Each output isolated from each other with proper isolation
7	Environmental Conditions	Outdoor use
8	Power supply	DC EV Charging station connected to AC mains
9	DC output voltage rating	Up to and including 100V
10	Charge control communication	Communicate by digital and analog signals
11	Interface inter-operability	Inter-operable with any EV (nondedicated, can be used by any consumer)
12	Operator	Operated by a trained person or EV Owner
Input Requirements		
13	AC Supply System	Three-Phase, 5 Wire AC System (3Ph.+N+PE)
14	Nominal Input Voltage	3-Phase, 415V (+6% and -10%) as per IS12360

15	Input Frequency	50Hz, +/-1.5Hz
16	Input Supply Failure Backup	Battery backup for minimum 1 hour for the control system and billing unit, to enable activities such as billing, to be provided
Environmental Requirements		
17	Ambient Temperature Range	0 °C to +55 °C
18	Ambient Humidity	5 to 95%
19	Ambient Pressure	86kpa to 106kpa
20	Storage Temperature	0 °C to +60 °C
Mechanical Requirements		
21	Mechanical Stability	Shall not be damaged by mechanical impact as defined in Section 11.11.2 of IEC 61851-1
22	Mechanical Impact	Shall not be damaged by mechanical impact as defined in Section 11.11.3 of IEC 61851-1
23	IP Rating	IP 54
24	Cooling	Air cooled
25	Dimension (W*H*D)/Weight	To be decided e.g. W*H*D mm, xxx kg
Output Requirements		
26	Number of outputs	2
27	Charger Configuration Types	<ul style="list-style-type: none"> • Type 1: Single vehicle charging 48V/60V/72V with a maximum of 10kW power, or a 2W vehicle charging at 48V with maximum power of 3.3kW. • Type 2: Single vehicle charging at 48V with a maximum 10kW power or 60V/72V with a maximum of 15kW power or a 2W vehicle charging at 48V with a maximum power of 3.3kW
28	Output Details	Suitable for 48V/60V/72V vehicle battery configuration
29	Output Current	200A max
30	Output connectors	2 output connectors
31	Output connector compatibility	One connector with GB/T 20234.2 +1 connector to be defined

32	Converter Efficiency	>92% at nominal output power
33	Power factor	>/= 0.90 (Full load)
User Interface & Display Requirements		
34	ON-OFF (Start-Stop) switches	Mandatory
35	Emergency stop switch	Simple Push Button Type (Red Colour), visible and easily accessible
36	Visual Indicators	Error indication, Presence of input supply indication, Charge process indication and other relevant information
37	Display Size	Minimum 3.5" inches with 720x480 pixels, user interface through touch screen/keypad
38	Support Language	English
39	Display Messages	EVSE should display appropriate messages for user during the various charging states like <ul style="list-style-type: none"> • Vehicle plugged in/vehicle plugged out • Idle/ Charging in progress: SOC • Fault conditions • Metering Information: Consumption units • Duration since start of charge, time to charge, kWh
40	User Authentication	As per OCPP (Using mobile application or Card reader)
Cable Requirements		
41	Charging cable length	5 meter, straight cable
42	Cable Type	Charging cable and connector permanently attached to DC FC
Billing & Payment Requirements		
43	Billing	Grid responsive metering
44	Payment	BHIM/ Bharat QR or UPI compliant mobile application payment
Communication Requirements		
45	Communication between EVSE and vehicle	CAN based as per Annexure G of AIS 138-2

46	Communication Interface between charger and central management system (CMS)	Ethernet (Standard)/Wi-Fi/2G/3G/4G
47	Communication between EVSE and central server	Open Charge Point Protocol (OCPP) 1.5 protocol or higher versions compatible to OCPP 1.5. Metering: Grid responsive metering
Performance Requirements		
48	DC Output Voltage and current tolerance	DC Output current regulation in Constant Current Charging (CCC): +/- 2.5A for the requirement below 50A, and +/- 5% of the required value for 50A or more DC Output voltage regulation in Constant Voltage Charging (CVC): Max. 2% for the max rated voltage of the EVSE
49	Control delay of charging current in CCC	DC output current Demand Response Time: <1s Ramp up rate: 20A/s or more Ramp down rate: 100A/s or more
50	Descending rate of charging current	EVSE should be able to reduce DC current with the descending rate of 100A/s or more
51	Periodic and random deviation (current ripple)	DC output current ripple limit of EVSE: 1.5A below 10Hz 6A below 5kHz 9A below 150kHz
52	Periodic and random deviation (Voltage ripple)	Max ripple voltage: +/-5V Max slew rate: +/-20 V/ms
Protection & Safety Requirements		
53	Safety parameters	Over current, under voltage, over voltage, residual current, surge protection, short circuit, earth fault at input and output, input phase reversal, emergency shutdown with alarm, over temperature, protection against electric shock.
Marking of BEVDC DC001		
54	Marking requirements	The BEVC shall bear the markings in a clear manner as per clause No. 11.14.3 of AIS 138 Part 1

Type Testing

Sl. No.	Criteria	Parameter	Clause No. of AIS 138 Part 1
5	Safety functions Verification	Earth Presence Detection (Socket – EVSE)	6.4.1.1
		Earth Continuity Check (EVSE-EV)	6.4.1.2
		Over Current and Short-Circuit Protection	6.4.1.5
		Leakage Current (RCD)	6.4.1.6
		Dielectric withstand voltage	11.6.1
6	Mechanical Stability	Mechanical impact	11.11.2.2
		IP Testing	11.11.2.4
7	Climatic environmental tests	Ambient air temperature	11.11.1.2
		Ambient humidity	11.11.1.4
		Immunity to electrostatic	11.11.3.2
8	EMC Verification	Immunity to electrostatic discharges	11.11.3.2
		Supply voltage dips and interruptions	11.11.3.2
		Fast transient bursts	11.11.3.2
		Voltage surges	11.11.3.2
		Radiated electromagnetic disturbances Electric field (30 MHz - 1000 MHz)	11.11.3.3 (Only for BEVC-DC001)

29.11. Annexure 11: Indemnity Bond to be signed by the Consumer

Indemnity Bond

(On Rs. 100/-non judicial stamp paper duly attested by Notary /First class Magistrate)

This Indemnity Bond is made on this dayby Mr. /Ms..... S/O, W/O D/OR/O..... Hereinafter referred to as the premises" in favour of BSES Yamuna Power Limited hereinafter referred to as " the licensee" whereas I /We am are the occupant(s)/ Owner (s) of the premises. That I am having all rights associated with the use of the subject premises in a manner as permitted under law and there are no restrictive covenants/arrangements, preventing/restricting the use of such premises. I further confirm that the said land/premises can be used for charging station for Electric Vehicle/E-Rickshaw on single point delivery basis and I am authorized to utilize the subject premises for the said purpose. And whereas I/We want to install **CHARGING STATIONS FOR E-RICKSHAW/ EVEHICLE ON SINGLE POINT DELIVERY** and obtain meter connection in my/our name for which I/We am /are enclosing herewith application duly filled and signed by me/us. And whereas I/We am/are not in a position to submit any of the following documents:

1 Certified copy of title deed;

2 Certified copy of registered conveyance deed;

3 General Power of Attorney (GPA);

4 Allotment letter / Possession letter;

5 Valid lease agreement alongwith undertaking that the lease agreement has been signed by the owner or his authorized representative;

6 Rent receipt not earlier than 3 (three) months alongwith undertaking that the rent receipt has been signed by the owner or his authorized representative;

7 Mutation certificate issued by a Government body such as Local Revenue Authorities or Municipal Corporation or land owning agencies like DDA/L&DO;

8 For bonafide consumers residing in JJ clusters or in other areas with no specific municipal address, the licensee may accept either ration card or electoral identity card mandatorily having the same address as a proof of occupancy of the premises. And whereas in order to have the **CHARGING STATIONS FOR E-RICKSHAW/ EVEHICLE ON SINGLE POINT DELIVERY**, I/we are requesting the Distribution Licensee/BYPL to install the Meter at the premises and accordingly ready and willing to indemnify BYPL and accordingly depositing this instant indemnity bond with the stipulations as detailed below:

1. That, in view of the installation of **CHARGING STATIONS FOR E-RICKSHAW/ EVEHICLE ON SINGLE POINT DELIVERY** upon my/our request, I/we do hereby undertake that in case the above statement proves to be false or incorrect, I/we shall keep the licensee/BYPL Indemnified in full against all losses charges, expenses and compensation which it may have to incur including the cost of equipment and shall pay/reimburse in full the penalty and other charges, if imposed relating to the installation/operation of Meter.

5. I/we do hereby confirm and agree that I/we shall use the electricity connection released solely for the Electric Vehicle Charging Station and for no other use. I/we further do hereby agree and undertake that I shall not indulge in any illegal practice including the act/offence of misuse/tempering of EV Charging

PRIVATE CHARGING INFRASTRUCTURE PROVIDERS NIT NO: CMC/BY/22-23/RS/SV/56	Page 50 of 53	Bidders seal & Signature
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Connection. I/we further confirm that in case of the said electricity connection is being found misused/tempered, BYPL shall have full rights to take all actions under law in force, including the disconnection of electricity without any notice, at my/our

2. That I/We further confirm and agree that I shall be liable to comply all laws associated with the functioning of charging station from the subject premises and in case of any violation of any law/rule/regulation and/or direction of such nature from any authority including NGT/DPCC/MCD/NDMC & such other authority , in operation of **CHARGING STATIONS**, the license/BYPL will have absolute right to withdraw/suspend the metering including disconnection of electricity supply without any further reference/notice to me/us and also shall be free to take other appropriate action against us as per Law. I further confirm that in case of disconnection of electricity supply by BYPL in this instant case, I/we shall have no right to claim any sum from BYPL towards loss/compensation or any other claim of any nature.

3. That I/we do hereby undertake and confirm that I/we shall keep the licensee/BYPL indemnified against all dispute / objections raised by residents/flat owners living in the same premises / multi-storeyed buildings, all losses and/or expenses incurred by the license in case of receipt of a reference from the concerned competent land owning/law enforcing agency regarding sealing/demolition/vacation of the premises. I further agree and confirm that in case any suit/legal proceedings is filed/initiated against the licensee/BYPL, on account of granting electricity supply to the premises BYPL shall be well within its rights to disconnect such electric connection and its meter and to remove service line, without any further notice and in that eventuality I/we shall be liable, without any protest, to pay/reimburse all litigation charges/cost/penalty/taxes imposed over the licensee/BYPL, irrespective of the fact whether any costs are granted by court or not. It is further agreed by me/us that in case of any dispute/concern litigation/complaint by the persons/owners of the flat living in the same premises / multi-storied buildings before the competent authority or out of BYPL's own accord, BYPL, even without the order of the court and/or competent authority or without tendering any explanation, shall be well within its rights to issue the directions to me to disconnect/uninstall the METERING arrangement at my own cost & expenses, and in such eventuality I shall not be raising any dispute/protest/concern and/or shall un-install and/or take away of the equipment within the time provided by BYPL and shall not be raising any claim against BYPL in this regard. I do hereby unconditionally and unequivocally agree that in case of failure on my part in compliance of the terms of this clause including the un-installation of the Electric Vehicle Charging Plant at my own cost, BYPL shall be having full and standing rights to recover the cost of total equipments (including meter cost) incurred by BYPL for providing Electric Vehicle Charging Plant/Station and also the losses and damages suffered by BYPL because of the default at my part, which shall also be recoverable from the security deposit and/or any advance sum paid by me.

4. That I/we do further undertake that I/we am/are aware that the documents submitted by me/us at the time of taking electricity connection for Electric Vehicle Charging Station shall be checked by BYPL and in case documents are not available or are not found in order, I/we shall be bound to submit the documents required by BYPL. In case of non-submission of required documents by me/us, Or in case of the documents submitted by me at the time of filing of application for Electric Vehicle Charging Station ,being found false, incorrect, forged, inappropriate BYPL shall be well within its rights to disconnect such connection and/or Metering Connection its meter and to remove service line, without any further notice and in that eventuality I/we shall be liable, without any protest, to pay/reimburse all litigation charges/cost/penalty/taxes imposed over the licensee/BYPL, irrespective of the fact whether any costs are granted by court or not. cost and i/we shall abide all liabilities/penalties/assessment orders as communicated to me time to time.

Witnesses Executant

- 1.
- 2.

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29.12. **Annexure 12: BYPL BANK DETAIL WITH IFSC CODE:**

1. Name of the Bank: Axis Bank Limited
2. Branch Name & Full Address: C-58, Basement & Ground Floor, Preet Vihar, Main Vikas Marg,
New Delhi 110092
3. Branch Code: 055
4. Bank Account No: 911020005246567
5. IFSC Code: UTIB0000055
6. Swift Code: AXISINBB055

29.13. Annexure 13: PRICE BID FORMAT

ALL PRICES IN INR (₹)

S. No.	Type of Charger	Model No	CAPEX Model (INR) – With Subsidy Incl. taxes	CAPEX Model (INR) - Without Subsidy Incl. taxes	Subscripti on Model (INR/Month) – With Subsidy Incl. taxes	Subscripti on Model (INR/Month) – Without Subsidy Incl. taxes	Price for additional wiring / meter Incl. taxes
1	AC001						
2	LEV AC						
3	DC001						

We declare that the following are our quoted prices in INR for the packages.

Date:

Bidders Name:

Place:

Bidders Address:

Signature:

Designation:

Printed Name:

Common Seal: