



## **Ahmedabad Municipal Corporation**

### **Tender for setting up EV Public Charging Stations Tender No: AMC/EV-CHARGING/2025/54**

**Ahmedabad Municipal Corporation invites tender for Establishing/ Setting-up of Electric Vehicle Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) at various 54 Locations across the city on Public Private Partnership (PPP).**

Name of work	<b>Establishing/ Setting-up of EV Public Charging Stations (PCS) &amp;/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) at various 54 Locations within AMC limit with Public Private Partnership (PPP) mode.</b>
Pre-bid Meeting	On 21-02-2025 at 12.30 hrs. Conference Hall, 3 <sup>rd</sup> Floor, B-Block, Estate Central Office, Sardar Patel Bhavan, Danapith, Ahmedabad-380001, E-Mail: <a href="mailto:estateofficeramc@ahmedabadcity.gov.in">estateofficeramc@ahmedabadcity.gov.in</a>
Details and Tender available on	<a href="https://tender.nprocure.com">https://tender.nprocure.com</a>
Last date of submission of Online Technical and Financial (Price) Bid	On 15-03-2025 up to 16:00 Hrs.
Last date of submission of hard copies of Technical and Financial (Price) Bid at AMC.	On 18-03-2025 up to 16.00 Hrs. Tender Officer, Central Record Department, B-Block, Mezzanine Floor, Sardar Patel Bhavan, Danapith, Ahmedabad-380001
Opening of the Technical Bid	On 18-03-2025 up to 17.00 Hrs.
Opening of the Financial (Price) Bid	Will be informed to Technically Qualified bidders only.
<b>For further details please log on to our web site <a href="https://ahmedabadcity.gov.in/DC/Tenders">https://ahmedabadcity.gov.in/DC/Tenders</a></b>	

**-Sd/-**

**Deputy Municipal Commissioner  
(ESTATE)  
Ahmedabad Municipal Corporation**

# AHMEDABAD MUNICIPAL CORPORATION

"Ahmedabbad Municipal Corporation"  
Mahanagar Seva Sadan. Sardar Patel Bhavan  
Danapith, Ahmedabad – 380001. Gujarat, India.

**e- Tender No.:** - AMC/EV-CHARGING/2025/54



**Establishing/ Setting-up of EV Public Charging Stations (PCS) &/  
or Battery Swapping Stations (BSS) on land offered by  
Ahmedabad Municipal Corporation (AMC) at various 54  
Locations within AMC limit with Public Private Partnership (PPP)**

**Volume: 1  
Technical Bid**

Milestone Dates	
Pre- Bid Meeting	<u>21-02-2025</u> at 12:30 Hrs. at AMC
Last date of submission of online Technical & Financial (Price) bid	<u>15-03-2025</u> up to 16:00 Hrs.
Last date of submission of hard copies of technical bid and documents	<u>18-03-2025</u> up to 16:00 Hrs.
Opening of the Technical bid (Volume-1)	<u>18-03-2025</u> at 17:00 Hrs.
Opening of the Financial (Price) bid (Volume-2)	Will be informed to Technically Qualified bidders only.

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**Disclaimers**

The information contained in this Expression of Interest (Tender) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Ahmedabad Municipal Corporation (AMC), or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Ahmedabad Municipal Corporation (AMC) to the prospective Applicants or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This ROI may not be appropriate for all persons, and it is not possible for Ahmedabad Municipal Corporation (AMC), its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender document and obtain independent advice from appropriate sources.

Information provided in this Tender document to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Ahmedabad Municipal Corporation (AMC), accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed here in Ahmedabad Municipal Corporation (AMC), its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process.

Ahmedabad Municipal Corporation (AMC) also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender.

Ahmedabad Municipal Corporation (AMC) may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender.

The issue of this Tender document does not imply that Ahmedabad Municipal Corporation (AMC) is bound to select an Applicant or to appoint the Selected Applicant or to offer land for setting up EVCI for the Consultancy and Ahmedabad Municipal Corporation (AMC), reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Ahmedabad Municipal

Corporation (AMC), or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and Ahmedabad Municipal Corporation (AMC), shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

### Check-List (Self-Evaluation Sheet for Technical Qualification)

Sr. No.	Document Required for Bidding	No of Location site – Quoted	Details of Documents / Evidence	Page Nos. in submitted Hard copy document	Yes/ NO	Eligible/ Not Eligible
1	Tender Fee Rs.10,000/-	Fixed Rs.10,000/-				
2	EMD of Rs.1,00,000/- per Location / site	Rs. _____ (Rs.1,00,000/- per Location/ site)				
3	Security Deposit of Rs.3,00,000/- per Location / site (only to be paid by selected Charger Point Operator (CPO)) after getting LOI.	Agree to pay Rs. _____ (Rs.3,00,000/- per location/ site)				
3	Average annual turnover of Rs.50 Lakhs during the last three financial years (To be certified by chartered accountant)	For One, more or all sites				
	<b>Year 2021-22</b>					
	<b>Year 2022-23</b>					
	<b>Year 2023-24</b>					
4	Average annual net worth of Rs.25 Lakhs during the last three financial years (To be certified by chartered accountant)	For One, more or all sites				
	<b>Year 2021-22</b>					
	<b>Year 2022-23</b>					
	<b>Year 2023-24</b>					

**Section: 1 Letter of Expression of Invitation**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject:-** Establishing/ Setting-up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) at various 54 Locations within AMC limit with Public Private Partnership (PPP) mode.

**Dear Sir,**

You are invited to submit on an application for Establishing/ Setting-up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) at various 54 Locations within AMC limit with Public Private Partnership (PPP) mode.

1. Your offers could form the basis for future negotiations and ultimately a contract between your firm and the client named in the data sheet.
2. A brief description of the assignment and its objectives are given in the **Section:2** data sheet
3. The assignment will be completed to facilitate implementation of project in phases as indicated in data sheet
4. The assignment of setting of PCS at designated place to be completed in **Six months** and submissions to be done as mentioned in the Tender document.
5. Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to Ahmedabad city and sending written queries to the AMC and attending a Pre-Proposal Conference on the date and time specified the Data Sheet
6. Your offer must be written in English. Hard copies of technical bid are to be submitted to AMC with all pages of your offer must be properly numbered and initialed by you or your authorized officer. Along with the technical bid the tender fee of **Rs.10,000/-** (non- refundable) & Earnest Money Deposit amounting to **Rs.1,00,000/-** (Rupees One Lakhs only) per Location / site shall have to be paid in Demand Draft of any Schedule Bank (Co-operative Bank will be admissible as per the Govt. of Gujarat notification/rules). DD shall be in favour of MUNICIPAL COMMISSIONER, AHMEDABAD payable at Ahmedabad.
7. Applicant who wishes to participate in this Tender through E-Tender will have to procure valid digital certificate as per information Technology Act.2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e. (n) Code Solution. Details are under:
  - Internet site address for downloading: Tender will be available on <https://tender.nprocure.com>.
  - Interested bidders can view detailed tender notice and download tender document from the mentioned website.
  - Bidders who wish to participate in online tender have to register with the website through the "New User Registration" link provided on the home page. Bidder will create login id & password on the own in registration process.
  - In case bidders need any clarification regarding online participation, they can

contact."(n)Code solutions - A division GNFC Ltd." 403, GNFC Info tower, Bodakdev, - 380054, Gujarat (India). Tel: +91 26857316/17 / 18 Fax: 91 79 26857321 E-mail: nprocure@gnvc. Web site: <https://tender.nprocure.com>. Toll free:1800-233-1010 (Ext. 501 & 512)

8. **Qualification Criteria for the Bidders:** Only those bidders shall be qualified who meet the following criteria: -

- (i) Minimum average annual turnover of Rs.50 Lakhs (Rupees Fifty Lakhs only) (To be certified by chartered accountant)
- (ii) Minimum average annual net worth of Rs. 25 Lakhs (Rupees Twenty Lakhs only) during the last three financial years (To be certified by chartered accountant)

**Note:** last three financial years should be read as F.Y.: 2021-22, 2022-23 and 2023-24.

9. **Technical Offers:** You are expected to examine all terms and instructions contained in these documents. Failure to provide all requested information will be at your risk and may result in rejection of your offer. Full details of the proposed associated firms shall be given subject to restrictions specified in the data sheet, to enable a full range of expertise to be presented. All required document along with the hard copy of technical bid must be submitted to Ahmedabad Municipal Corporation signed with official stamp & seal within the time limit. The Technical offer must not include any financial information.
10. **Financial Offer:** The financial offer will be accepted only by ONLINE on portal of e-nprocure applicant through this Tender.
11. **Evaluation:** The Applicants are invited to submit Technical, and Financial Proposals (only ONLINE) (collectively called as “the Tender”), as specified in the Data Sheet, for the services required for the Assignment. At the first phase, technical bid will be opened for all bidders, those who have submitted payment of tender fee, EMD for each location site and sign hard copies of all documents to AMC. This will be done in presence of bidders/ representative of the bidder and online platform.

Date, time, and venue of opening of price bid will be communicated to technical qualified bidder in advance. Price bid of Technical qualified bidder will be opened in presence of bidder (if any of the bidder wishes to presence) on ONLINE portal.

The CPO will be selected from the bidders who offer the Highest offer on sharing of profit at the rate of X (bid parameter) per kWh offer for each location, with agreeing to pay fix rent for each location.

12. **Award of Work:** The Letter of Intent (LOI) will be issued to H1 as described above for each location to selected Charger Point Operator (CPO) after giving clearance from the committee and as approved by Ahmedabad Municipal Corporation (AMC).

**However, the Commissioner, AMC reserves right to accept or reject any or all application for any plot/location without assigning reason.**

13. **Milestone dates:**

(1)	Pre bid Conference (on line)	<b><u>21-02-2025</u></b> at 12.30 Hrs.
(2)	Last Date of on line submission of bids	<b><u>15-03-2025</u></b> to 16.00 Hrs.
(3)	Last Date of submission of Hard copy of bids & all documents at AMC	<b><u>18-03-2025</u></b> up to 16.00 Hrs.
(4)	Date of opening of Technical bid	<b><u>18-03-2025</u></b> at 17.00 Hrs
(5)	Date of opening of Financial (Price) bid offers (on line)	Will be communicated to technically qualified bidder by e-mail or by post



All required document along with the hard copy of this Tender document must be submitted to the Ahmedabad Municipal Corporation (AMC) signed with official stamp & seal within the time limit by RPAD or Speed Post reachable to the Tender Officer, B-Block, Mezzanine floor, Sardar Patel Bhavan, Danapith, Ahmedabad Municipal Corporation-380001 on or before the date mentioned in the e-tender.

Thanking you,

Commissioner

Ahmedabad Municipal Corporation, Ahmedabad- Gujarat-India

## Section: 2 Data Sheet

<b><u>Ahmedabad Municipal Corporation</u></b> <b>Establishing/ Setting-up of EV Public Charging Stations (PCS) &amp;/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) at various 54 Locations within AMC limit with Public Private Partnership (PPP) mode.</b> <b>Tender ID No. AMC/EV-CHARGING/2025/54</b>		
1.	The name of work	Establishing/ Setting-up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) at various location out of lot of 54 Locations within AMC limit with Public Private Partnership (PPP) mode.
2.	The name of the client	Municipal Commissioner Ahmedabad Municipal Corporation
3.	The descriptions and the objectives of the Assignments	The objective of the assignment is to Establish/ Setting-up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) within AMC limit at various 54 Locations at land offered by Ahmedabad Municipal Corporation (AMC) with Public Private Partnership (PPP) mode
4.	Pre-bid meeting	A Pre-bid meeting has been scheduled on <b><u>Dt. 21-02-2025 at 12.30</u></b> hrs. at Conference Hall, B-Block, 3rd Floor, Ahmedabad Municipal Corporation, Mahanagar Seva Sadan, Sardar Patel Bhavan, Danapith, Ahmedabad, Gujarat – 380001
5.	Tender Fee	<b>Rs.10,000/-</b> ( Rupees Ten Thousands only) in form of Demand Draft or Pay Order
6.	EMD	<b>Rs.1,00,000/-</b> (Rupees One Lakh only) per site for each location site quoted. EMD may be paid in form of DD of Nationalized Schedule Banks.
7.	Security Deposit	<b>Rs.3,00,000</b> (Rupees Three Lakhs Only) per site for each location site where CPO is selected. SD is to be paid in form of DD/Bank Guarantee of Nationalized Schedule Bank (Bank Guarantee shall be in the attached format at Annexure)
8.	The designation and address of the officer in charge	Estate Officer, "Ahmedabad Municipal Corporation" B-Block 3 <sup>rd</sup> floor, Mahanagar Seva Sadan. Sardar Patel Bhavan, Danapith, Ahmedabad – 380001. Gujarat, India. Email: <a href="mailto:estateofficeramc@ahmedabadcity.gov.in">estateofficeramc@ahmedabadcity.gov.in</a>
9.	The language of documentation	English
10.	Joint venture	Joint ventures/ Consortium are permitted.
11.	Sub-contracts	Sub contract shall not be permitted.
12.	Working knowledge of a Specified Language	Gujarati/ English

13.	Tax liability, insurances, description or reference to documents	Will be of successful Bidder
14.	The currency for payment of consultancy fees	Indian Rupees
15.	Required number of copies of the offer	Hard copy submission of on line Technical offer with signature of bidder with stamp and seal on each page with all required evidence/documents and necessary tender fee & EMD for each location site.
16.	The Address of submission of Offer	Office of the Tender Officer, : B-Block, Mezzanine floor, Sardar Patel Bhavan, Danapith, Ahmedabad Municipal Corporation, Ahmedabad, Gujarat, India-380001
17.	The Last date and time of Online bid submission	<u>15-03-2025</u> up to <u>16.00</u> Hrs.
18.	The Last date and time of bids and all documents submission at AMC.	<u>18-03-2025</u> up to <u>16.00</u> Hrs.
19.	Opening of Technical Bid	<u>18-03-2025</u> up to <u>17.00</u> Hrs. Venue: Conference Room, Estate Central Office, B-Block, 3 <sup>rd</sup> Floor, Ahmedabad Municipal Corporation, Mahanagar Seva Sadan, Sardar Patel Bhavan, Danapith, Ahmedabad, Gujarat – 380001
20.	Opening of financial (price) bid	Will be informed to Only Technically Qualified bidders by e-mail
21.	Validity period	180 days
22.	Work Completion Period	180 days
<p><b>Only the Technical Offers will be opened on the date of submission as mentioned in Data Sheet in the presence of the bidders or their authorized representatives at the time.</b></p> <p><b>The Financial offers will be opened in the presence of bidders or their authorized representatives after the completion of the technical evaluation after due intimation to the technically qualified bidders only through e-mail or post.</b></p>		

## Section: 3 Instructions to Applicants

### Ahmedabad Municipal Corporation

**Tender for Establishing/ Setting-up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) at various 54 Locations within AMC limit with Public Private Partnership (PPP) mode.**

**3.1 Definitions:** In this Tender, the following word(s), unless repugnant to the context or meaning thereof or define in the Agreement (as defined below), shall have the meaning(s) assigned to them herein below:

- 3.1.1 "Accounting Year"** means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.
- 3.1.2 "AC"** shall mean Alternating Current Charging.
- 3.1.3 "Agreement"** means this Agreement, Schedules, drawings, bidding documents and any amendments thereto made in accordance with provisions contained in this Agreement.
- 3.1.4 "Affiliate"** means, with respect to any Party, any other entity that, directly or indirectly:  
(a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- 3.1.5 "Applicable Law"** means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- 3.1.6 "Authority"** means the Ahmedabad Municipal Corporation or its authorized representatives
- 3.1.7 "Authorized Signatory"** means the Person Authorized by the bidder firm to sign the bid, correspond with the Authority, make representation to the Authority as part of bidding process and sign the contract on behalf of the bidding firm through valid Authorization document in his/her favour.
- 3.1.8 Battery as a Service (BaaS)** means a business model where manufacturer of battery swapping equipment or a third-party provider owns and manages swappable electric vehicle (EV) batteries, leasing or renting them to EV owners or fleet operators.
- 3.1.9 "Battery-swapping"** means a method of quickly replacing an EV's fully or partially discharged swappable battery with a charged battery.
- 3.1.10 "Battery swapping ecosystem"** means a network of infrastructure and services

that enables quick and efficient exchange of swappable EV batteries.

- 3.1.11 “Battery Charging Station (BCS)”** means a facility where fully or partially discharged swappable EV batteries are electrically recharged. (Note: Captive BCS are charging stations that are exclusively accessible to a specific group of users such as fleet operators, EV owners associated with a particular organization, community or building, and are not open to the public.)
- 3.1.12 “Battery Swapping Station (BSS)”** means a facility where fully or partially discharged swappable batteries are electrically charged and quickly replaced with recharged batteries. (Note. Captive BSS are swapping stations that are exclusively accessible to a specific group of users such as fleet operators, EV owners associated with a particular organization, community or building, and are not open to the public).
- 3.1.13 “Battery to grid(B2G)”** refers to a system where swappable batteries, typically from electric vehicles (EVs) or Battery Swapping Station(BSS), can not only store energy for use but also supply electricity back to the power grid when needed.
- 3.1.14 “Battery Provider”** refers to any entity which provides swappable EV batteries or BaaS to EV owners.
- 3.1.15 “Bidder”**: Entity, Consortium or Joint Venture (JV) which is eligible to bid for the concessional locations in this Tender
- 3.1.16 “Breach”** means a breach by either Party of any of its obligations in this Agreement
- 3.1.17 “Contract”** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract.
- 3.1.18 “Concessionaire”**: Entity, Consortium or Joint Venture (JV) which has won the bid for operating and maintaining PCS for the concessional locations under this Tender
- 3.1.19 “Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned project as per provision of Tender.
- 3.1.20 “Contract Price”** means the price to be paid for the performance of the Services.
- 3.1.21 “CPO”** mean Charger Point Operator.
- 3.1.22 “DC”** shall mean Direct Current Charging.
- 3.1.23 “Downtime”** refers to the time duration when EV charger is non-operational due to disruption in power supply or disruption in IT service (server-side error) or both. In this context, the downtime due to disruption in power supply from the DISCOM will not be accounted for penalty. Therefore, here "Downtime" is accounted for only if there is more than 5% user error rate due to disruption in IT service or faulty equipment. Downtime is measured based on server-side error rate.
- 3.1.24 “Electric Vehicle Charging Infrastructure (EVCI)”** is a network of Electric Vehicle charging stations catering to diverse EV charging requirement and includes components such as EVSE, connection to DISCOM's supply system including electricity meter, Power Management System for energy optimization, energy distribution, grid stability and renewables integration, Communication network to assist data exchange in real time and remotely manage EV charging stations, cables, connectors, RFID tags, software applications, circuit breakers, solar panels (if connected), civil work, smart meter, transformer, etc.
- 3.1.25 “Electric Vehicle Charging Station”**: An Electric Vehicle Charging Station is a facility for charging Electric Vehicles or swappable EV batteries, with or without supporting

upstream infrastructure or amenities.

- 3.1.26 “Electricity Tariff”** refers to the cost of electricity including tariff associated charges viz. regulatory surcharges, electricity tax, pension trust charges, PPAC etc. as charged by the DISCOMs.
- 3.1.27 “Fraudulent Practice”** means a misrepresentation of facts to influence a selection process or the execution of a contract to the detriment of AMC and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive AMC of the benefits of free and open competition.
- 3.1.28 “GC”** means the General Conditions of Contract.
- 3.1.29 “GOG”** means Government of Gujarat.
- 3.1.30 “GOI”** means Government of India.
- 3.1.31 “GST”** shall mean Goods and Services Tax.
- 3.1.32 “Installation Work”** means the construction and installation of the Public Charging stations and upstream supply, (if required) System and the operation and maintenance thereof, all performed by or for the CPO at the identified site.
- 3.1.33 “KW”** shall mean "Kilo Watt" rating of public EV Charger.
- 3.1.34 “MoUD”** means Ministry of Urban Development (now “MoHUA” -Ministry of Housing and Urban Affairs) Govt. of India
- 3.1.35 “Monthly Uptime Percentage”** means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- 3.1.36 “Master Services Agreement (MSA)”** shall mean the same as “contract”.
- 3.1.37 “Make in India”** shall means all PCS/BSS is using make in India Product, which is manufactured in India as per guidelines of Govt. of India
- 3.1.38 “Operating Cost”** shall include direct electricity energy charge payment through payment gateway service provider appointed by the CPO, salary of supervisor or equivalent level person designated for managing the backend system, salary for semi-skilled/ skilled workers appointed by the CPO for maintenance of chargers, annual maintenance cost of chargers, telecommunication cost, IT System cost and customer support;
- 3.1.39 “Operationalization”** means that EV users have unrestricted access to the charging station and can charge their vehicles.
- 3.1.40 “Operating Time”** means the period during which charging can be carried out at a charging station. (by default this is possible 24/7)
- 3.1.41 “Party”** means AMC or Operators, as the case may be & Parties means both of them.
- 3.1.42 “Performance Security”** shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract.
- 3.1.43 “Project”** means Establishing/ Setting-up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) land offered by Ahmedabad Municipal Corporation (AMC) at various Locations within AMC limit on Public Private Partnership. (PPP)
- 3.1.44 “Public EV Charging Stations(s)”** means a device or station that supplies power to charge the batteries of an electric vehicle.
- 3.1.45 “Public Charging Stations (PCS)”**: Consists of EVSE associated electrical infrastructure,

space for parking (with clearance), ingress/egress for vehicles and has open (unrestricted) access for the public. Additionally, PCS must not have any usage restriction for any EV user. For instance, PCS usage cannot be restricted by providing services only on a subscription basis.

**3.1.46 “SC”** means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented.

**3.1.47 “Services”** means the work to be performed by the Consultants pursuant to this Contract as described in SOW.

**3.1.48 “Service Charge”** means service charge is the fee, excluding electricity tariff, time- based penalty, and GST, which the concessionaire charges a user for charging an EV at a PCS.

**3.1.49 “SOL”** means sites owned and/or operated by Ahmedabad Municipal Corporation.

**3.1.50 “Swappable battery”** means a modular battery designed for use in EVs that can be quickly and easily detached and replaced with another battery, to extend the vehicle range and allow for efficient recharge of the depleted battery. (Note: In case of any conflict, definitions in respective Acts, Rules & Regulation and guidelines as amended from time to time shall prevail.)

**3.1.51 “Term”** shall 10 years Annual Maintenance Cost (AMC) starting from the earlier of: (a) six months from the Effective Date, or (b) the date of installation of the last Charging Point at the identified SOL in terms of this Agreement.

**3.1.52 “Work Order”** means a specific directive or order to perform a defined scope for a defined duration and fee.

## **3.2 Process to submit the Bid:**

**3.2.1** This is an e-tender with Technical Bid and Price Bid mode.

**3.2.2** Interested Bidders can view these tender documents online. The bidders who are interested in bidding in these tenders can download tender documents as mentioned above.

**3.2.3** Tender Documents are available only in electronic form. Bidders shall upload the tender documents as per time line specified as above, Tender fee and Bid Security (EMD) shall have to be furnished as specified in the Tender Notice. The intending bidders have to submit the following documents also. The bidder must submit all the forms electronically only.

**3.2.4** Bidders, who wish to participate in this tender, will have to register on <https://tender.nprocure.com> Further, Bidders who wish to participate in online tenders shall have to procure Digital Certificate as per Information Technology Act-2000 using which they can sign, their electronic bids. Bidders can procure the same from GNFC, Ahmedabad, who are licensed certifying authority by Government of India and they will assist them in procuring the same as below mentioned address. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

M/s. (n) Code Solution, A Division G.N.F.C. Ltd.,

301, G.N.F.C. Info Tower, Bodakdev, S.G. Road, Ahmedabad, Gujarat – 380054 Phone No.079-40007501, 40007512, 40007516, 40007517 Fax 079-26857321,

Email: [nprocure@ncode.in](mailto:nprocure@ncode.in)

In case bidder needs any clarification or if any training is required for participating in online tendering, they can contact the following office:

M/s. (n) Code Solution, A Division of G.N.F.C. Ltd.,

301, G.N.F.C. Info Tower, Bodakdev, S.G. Road, Ahmedabad, Gujarat – 380054 Phone No. 079-40007501, 40007512, 40007516, 40007517 Fax 079-26857321,

Email: [nprocure@gmvfc.net](mailto:nprocure@gmvfc.net)

**3.2.5 Download of tender document:** The tender document for this work are available only in Electronic format, which bidders can download free of cost from the internet site <https://tender.nprocure.com> and [www.ahmedabadcity.gov.in](http://www.ahmedabadcity.gov.in)

**3.2.6 Submission of tender:** Bidders shall submit their offer in Electronic format on website <https://tender.nprocure.com> within the date specified in the Tender Notice after Digitally Signing the same. Bidders are required to submit hard copies of all signed documents, as mentioned in data sheet within the prescribed time limit. If any bidders failed to submit Tender fee, EMD (for each quoted site), hard copy of all documents, appendixes, forms to AMC within time limit, Ahmedabad Municipal Corporation shall be out rightly rejected.

**3.2.7 Opening of tender:** The Technical bid will be opened as per the date mentioned in Tender Notice on website <https://tender.nprocure.com> Intending bidders or their representative who wish to participate in online tender opening can log on to <https://tender.nprocure.com> on the due date and time, mark their presence or participate in online tender opening. For more details, vendors are requested to refer “Vendor Training Manual”. Bidder who wishes to remain present at Ahmedabad Municipal Corporation premises at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present. Date of opening of Price bid will be informed only to the qualifying bidders.

**3.3 Eligibility Criteria:** The Charger Point Operators, limited to Establishing/ Setting-up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) at land offered by Ahmedabad Municipal Corporation (AMC) at various 54 Locations within AMC limit on Public Private Partnership (PPP). Selection of Charger Point Operators (CPO) can be made with following broad criteria.

The Charger Point Operator (CPO) may be a Govt. Agency/DISCOMS/ Govt. undertaking /Private operator/ Individual / HUF/ Trust/ JVs/ Company/ NGO/ Society/ any other title approved by Law of Act and have following technical qualification/ Financial Qualification.

**3.3.1 Technical Qualification:** The Bidder must fulfill any of the following technical eligibility criteria:

- Any Govt. PSU/ Govt. Agencies/ Govt. undertaking/ Govt. Institute/ Oil Company. -  
**OR**
- Any DISCOMs of India can participate in the tender without the condition of one year of experience OR capital expenses related to the operation of public charging infrastructure.  
**OR**
- Operators of public charging stations with ongoing experience of operating and maintaining at-least ONE public or captive charging points OR ONE functional battery swapping facilities anywhere the country.  
**OR**
- Manufacturers of EVs, or registered Start up with EV or Batteries or Advanced Chemistry batteries or EVSE with operations in India for a period of at least ONE year as on the date of the publication of Tender.  
**OR**
- Fleet operators (including delivery service providers) with a minimum fleet size of 30



E vehicles, with operations in India for at least one year in existence and operations for a period of at least 3 (three) years as on the date of the publication of Tender.

**OR**

**3.3.2 Financial Qualification:** The Bidder must fulfill following financial eligibility

- (i) Minimum average annual turnover of **Rs. 50 Lakhs (Rupees Fifty Lakhs only)** during the last three financial years. (To be certified by chartered accountant)

**AND**

- (ii) Minimum average annual net worth of **Rs. 25 Lakhs (Rupees Twenty Lakhs only)** during the last three financial years. (To be certified by chartered accountant)

**Note:** Last three financial years should be read as F.Y.: 2021-22, 2022-23 and 2023-24 State/ Central Govt. agencies/ PSU/ Undertaking / Institutes/ DISCOMS are exempted for criteria for Financial Eligibility.

**3.4 Bid Evaluation:** The Applicants are invited to submit Technical, and Financial Proposals (only ONLINE) (collectively called as “the Tender”), as specified in the Data Sheet, for the services required for the Assignment. At the first phase, technical bid will be opened for all bidders, those who have submitted payment of tender fee, EMD for each quoted location site and sign hard copies of all documents to AMC. This will be done in presence of bidders/ representative of the bidder and online platform. Date, time, and venue of opening of price bid will be communicated to technical qualified bidder in advance. Price bid of Technical qualified bidder will be opened in presence of bidder (if any of the bidder wishes to presence) on ONLINE portal.

- The CPO will be selected from the bidders who offer the highest offer on sharing of profit at the rate of X (bid parameter) per kWh for each location with agreeing to pay fix rent for each location.

**3.5 Scope of Work:** The Scope of Work for the Charger Point Operator/ Concessionaire shall be as under:

- 3.5.1** Charger Point Operator (CPO) / Concessionaire shall be responsible for Installation, Commissioning, Operation and Maintenance of Public Charging Stations (PCS) / Battery Swapping Stations (BSS) 10 years as per parameters lay down in any section of this Tender on selected 54 locations/ areas offered by AMC within AMC limit.
- 3.5.2** Pre-designated area on each location will be provided to the Charger Point Operator (CPO) / Concessionaire for installation, operation and maintenance of the EV charging stations. the bidder can install any combination of charging stations or battery swapping facility if they conform to the parameters laid down in any section in this tender document,
- 3.5.3** No additional commercial activity other than charging of Electric Vehicles will be allowed at the concessional location.
- 3.5.4** The safety and security of the vehicles that are utilizing the charging facility will be the responsibility of the Operator.
- 3.5.5** The charging infrastructure should be operationalized for 10 years from LOI.

### **3.6 Role of Charger Point Operator/s (CPO):**

Followings are Role of the Public Charging Point Operator/s (CPO):

- 3.6.1** Prospective Public Charging Point Operator (CPO) needs to obtain all clearance (police, traffic, utilities etc.), wherever possible, which may be required before application for installation is made in AMC area.
- 3.6.2** The Applicant has to comply to all the terms and conditions mentioned in this Tender, various

statutory guidelines, policy measures, rules etc., either promulgated by the National government, State government or AMC or any other competent authority.

**3.6.3** The Public Charging Station Operator (CPO) shall provide electric charging service to Electric Vehicles (EVs) of all make, brands and models without any discrimination. The charging infrastructure should not disproportionately favour or disfavor by design a particular vehicle manufacturer or supplier or operator or vehicle type.

**3.6.4** Public Charging Infrastructure (PCI)- Requirements:

**3.6.4.1** Every Public Charging Station (PCS) will comply with the following: -

**3.6.4.2** An exclusive transformer with all related substation equipment including safety appliance, if required by Supply Code as approved by Appropriate Electricity Regulatory Commission.

**3.6.4.3** Appropriate civil works.

**3.6.4.4** Appropriate cabling & electrical works ensuring safety.

**3.6.4.5** Adequate space for Charging and entry/exit of vehicles.

**3.6.4.6** Appropriate Fire protection equipment and facilities.

**3.6.4.7** Public Charging Station shall have any one or more chargers or any combination of chargers from the table given in Appendix-3 & Appendix-4 in one or more electric kiosk/boards.

**3.6.4.8** Charging Station for (two/three wheelers) e-vehicles shall be free to install any charger other than those specified above subject to compliance of technical & safety standards as laid down by CEA.

**3.6.4.9** Tie up with at least one online Network Service Providers (NSPs) to enable advance remote/online booking of charging slots by EV owners. Such online information to EV owners should also include information regarding location, types and numbers of chargers installed/available, service charges for EV charging, etc.

**3.6.4.10** Share charging station data with the appropriate State Nodal Agency (SNA) and adhere to protocols as prescribed by Central Nodal Agency (CNA) i.e., Bureau of Energy Efficiency (BEE) for this purpose. Ahmedabad Municipal Corporation (AMC) also shall have access to the database CNA and SNA shall have access to this database.

**3.6.4.11** Public Charging Stations for EVs shall comply with the provisions of Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Resources) Amendment Regulations, 2019 and Central Electricity Authority (Measures relating to Safety and Electric Supply) (Amendment) Regulations, 2019.

**3.6.4.12** Electric Vehicle Supply Equipment (EVSE) should have been type tested by an agency/ lab accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL) from time to time.

**3.6.5** The charging infrastructure shall be set up by the Public Charging Point Operator (CPO) and all incidental expenses related to taking electricity connections or setting up Charging Points, installations, road opening permissions, including any liabilities – legal and material, arising from such actions etc. have to be borne by the Charger Point Operator (CPO). In case of road opening (if it is required to be done), discretion should be applied by the Public Charging Point Operators(CPO) utility lines, optical fiber lines etc. are likely to be there at various locations in case digging work is carried out for installing charger or for taking

- electricity connection. The Public Charging Point Operator (CPO) must take responsibility of setting up all infrastructures for taking high tension (HT) or low tension (LT) electric connection including HT/LT Room, HT panel, Transformer, LT panel, all required cabling etc.
- 3.6.6** The location, after erection of the Public Charging Point, should not disturb the space in a manner that it disturbs aesthetics of surroundings, causes hindrance for people or material movement
- 3.6.7** It should maintain footpath margin requirements.
- 3.6.8** It should not violate road margins.
- 3.6.9** Public safety and convenience should also consider while setting up the EV Public Charging Station Unit.
- 3.6.10** The Public Charging Point Operator (CPO) should also get in touch with non-AMC agencies like BSNL, or other AMC's department like water supply, drainage, utility companies etc. whose operations may get affected by installation work.
- 3.6.11** The roads and footpaths and surfaces and other structures should be restored to their original or better than original condition whenever an installation activity is carried out. Appropriate penalties can be imposed by AMC on the Public Charging Point Operator (CPO) in case of failure to do so.
- 3.6.12** All the charging infrastructure and components that are to be installed or deployed by the Public Charging Station Operator should be complying Bureau of Indian Standard (BIS), Automotive Research Association of India (ARAI), Bureau of Indian Standards (BIS), Central Electricity Authority regulations or standards or any other relevant standards and guidelines or rules in force at any particular time of operation or installation process and continuous updating should be done as standards, policies and rules evolve.
- 3.6.13** The Public Charging Station may be manned or unmanned, but there may not be separate infrastructure like – seating or shelter for the manned stations as it is envisaged that such Charging Points require minimum human interventions.
- 3.6.14** It should be ensured that Electric Vehicle Charging Stations to operate round the clock. AMC will help CPO to get required permissions in this regard.
- 3.6.15** The Charging Location or Public Charging Point can have a branding of the Operator, but all signage on road, footpath etc. (apart from the one on the charger or the Charging Point itself) should have a neutral common signage only (with no logo of either Public Charging Point Operator (CPO) or of AMC) so that city/road aesthetics are not disturbed and there is a uniform signage across the city irrespective of the Public Charging Point Operator (CPO). This sign will be called “AMC EV Charge Sign” and a design of the same will be given by AMC after LOI. In future, if the state or union government comes up with another uniform signage for charging station, then in that case, AMC EV Charge should be replaced with the signage proposed by state or union government.
- 3.6.16** The Charging Location as well as the chargers should be co-branded with logos of the Charger Point Operator, AMC EV Charge and AMC jointly.
- 3.6.17** If the public charger involves battery swapping also, then in that case, separate approval from fire department needs to be taken. A battery swapping station should be designed to be used by at least 2 vehicle manufacturers belonging to two different companies which are not sister concerns or subsidiaries/holding companies to each other.
- 3.6.18** If operations of the EV Charging Point cause a public hazard, the Public Charging Station

- Operator needs to take immediate steps to remedy it or remove it as and when directed by AMC.
- 3.6.19** Charger Point Operators (CPO) have to themselves work it out among themselves and maybe AMC ought to act as a facilitator at the maximum. If AMC finds that a Public Charging Station Operator is reluctant to cooperate, then, it shall be a reason to revoke the agreement and security deposit shall be forfeited and equipment can be impounded. Such information must be shared on AMCIT platform (or similar app of AMC) or State Level Nodal Agency (SLNA) also as and when instructed.
- 3.6.20** Apart from a having a web/app-based solution, payment options may be provided by the Public Charging Point Operator (CPO) through other modes like—through debit or credit cards, e-wallets or even by cash.
- 3.6.21** The chargers shall be operated as Public Charger, throughout the tenure and without permission of AMC; no charger should be removed permanently once location is given for a period of five years or extended for additional Five Years based on availability of land, performance of charging point operator and mutual agreement as mentioned in the agreement.
- 3.6.22** In case AMC receive a complaint or on Suo-motto basis feels that there is a monopolistic or collusive behavior, it can act at any point during the term of the agreement, prior to which suitable opportunity of being heard shall be given by AMC to the Charger Point Operator.
- 3.6.23** The Public Charging Point Operator (CPO) shall, as promptly as possible, notify AMC of the occurrence of any event or the existence of any condition or circumstance that it becomes aware of, in relation to the Charging Units and Related Infrastructure, and that in the CPO's reasonable judgment, poses an imminent threat or hazard to the safety of the Charging Units and Related Infrastructure, public health or public safety. The Public Charging Point Operator (CPO) shall respond to any such Emergency as promptly as possible and take all measures necessary to address the condition that gave rise to the Emergency. All the ancillary/subsidiary/consequential expenditure/cost incurred due to such calamities shall be borne by the Charger Point Operator.
- 3.6.24** The Public Charging Station Operator should refrain from using such material and such language in its promotion campaigns etc. that it causes embarrassment to AMC or any its representatives.
- 3.6.25** Any deviation from the above conditions can happen only after the written permission of the Commissioner Ahmedabad Municipal Corporation.
- 3.6.26** A point wise compliance of all above points is to be given by the Public Charging Point Operator 90 days after the signing of the agreement or obtaining permission for installation (whichever is earlier) and after every six months thereon as some of the points above are of nature of continuous work.
- 3.6.27** Whenever a Public Charging Point Operator winds up its operations – either by way of completion or termination of the contract or insolvency etc. – the roads, surface and structures should be restored to their original condition in an impeccable fashion.
- 3.6.28** After Term of the Agreement, ownership of Charging Units and Related Infrastructure shall remain with the Charger Point Operator.
- 3.6.29** Any tax related liabilities which arise due to operation of chargers, shall be borne by the Public Charging Point Operator and share of AMC in revenues, if any, will be on gross income only or in absolute monetary terms.

**3.6.30 Operation and Maintenance of PCS:**

- 3.6.30.1** The Charger Point Operator/s (CPO) shall be responsible for Installation, Operation and Maintenance of Public Charging Stations (PCS) / Battery Swapping Stations (BSS) for the designated lease period as per parameters laid down in any section of Tender published by AMC for establishing PSC. The Public Charging Station Operator (CPO) shall be responsible for Installation, Operation and Maintenance of Public Charging Stations (PCS) / Battery Swapping Station (BSS) for the designated lease period as per parameters laid down pre-selected locations.
- 3.6.30.2** Like any device that is utilized by the public and exposed to the environment, public EV chargers require some level of service and maintenance. Service of public chargers is taken care of by the charger owner/operator and is not generally a relevant consideration for DISCOMS that do not own the charging infrastructure. However, DISCOMS that choose to own public charging stations should also plan on regularly service and maintenance of those assets.
- 3.6.30.3** The Public Charging Point Operator shall perform all routine maintenance of charging equipment, maintenance of premises (clean, safe hygienic and risk free along with CCTV installation if required if the charger is in a risk prone area or the Public Charging Point Operator feels a need to install one).
- 3.6.30.4** The charging infrastructure like slow charger/ moderate/fast charger PCS or Battery Swapping Stations (BSS) should be operationalized within 120 days of signing of the concession agreement for allotment of land & in response to Tender by AMC.
- 3.6.30.5** In exceptional circumstances, on a written request from the Charger Point Operator for extension of period of operationalization, together with adequate justification thereof, the commissioner may consider such request, and permit suitable extension
- 3.6.30.6** The Public Charging Point Operator must apply for an electrical connection within 7(Seven) days after getting written approval from AMC and signing of the agreement. AMC will give NOC to avail the electric connection. AMC will not be responsible for electrical connection.
- 3.6.30.7** Upon ensuring operationalization of any aspect of the charging infrastructure the Public Charging Point Operator must provide a declaration stating the operationalization of the said mandate.

**3.6.31 Functional Requirement:** In brief following functionalities are mandated for Public Charging Point Operator.

- 3.6.31.1** Location of charging station. (Address of the charging station along with the GPS coordinates)
- 3.6.31.2** Charging station operating hours.
- 3.6.31.3** Type of chargers and batteries. (for swapping at the charging station)
- 3.6.31.4** Availability of slots at charging station. (Whether the EVSE is connected to an EV or not)
- 3.6.31.5** Availability of charged battery at battery swapping facility.
- 3.6.31.6** Waiting time and option for booking a slot in case of congestion. (Whether the charger is available or booked for slots)
- 3.6.31.7** Cost to the consumer for all types of chargers in a location.

3.6.31.8 Fare structure for swapping all types of batteries available at the B5.

3.6.31.9 Authentication methods available. (at least 2 methods: app-based and RFID cards)

3.6.31.10 Option to lodge a complaint for non-functioning charging station.

3.6.31.11 Payment methods available.

**3.7 Norms for Charging Infrastructure:** The Charger Point Operator must install Charging Infrastructure as per CEA, Govt. of India specification. It will be responsibility of Public Charging Station Operator to ensure that all the charging infrastructures would be established as per Ministry of Power Notification vide No.12/2/2018-EV (Comp No. 244347) Government of India Ministry of Power published on dt. 14<sup>th</sup> January 2022 on the subject “Charging Infrastructure for Electric Vehicles (EV)- the revised consolidated Guidelines & Standards-reg”, and CEA (Measures relating to Safety & Electrical supply) Regulations 2010 and their amendments from time to time. Besides, amendment No. 12/2/2018-EV (Comp No. 241852), Ministry of Power, Govt of India dated 10th January 2025. **Failing which, AMC will cancel his allotment and take possession of land without any notice. In such circumstances the operator shall not have any right to get any kind of compensation.**

**3.8 Ensuring installation of “Make in India” PCS/BSS:** The Charger Point Operator must install Charging Infrastructure as per CEA, Govt. of India specification and **only all Make in India**. No charger which is not made in India to install as AMC EV Charging Stations/ Points/ BSS. It will be responsibility of Public Charging Station Operator to ensure that all the charging infrastructures would be established as per Ministry of Power Notification and as per notification for Make in India initiatives by Govt. of India. Charger Point Operator/s (CPO) shall require using logo on each PCS/BSS charger clearly showing Make in India.

**3.9 Branding of AMC EV Charging Stations/Points:** For ease of recognition among all EV users across the city, all the public charging stations should have a common look and feel. To maintain uniformity, branding, and design of the charging stations should be done as per the guidelines suggested below.

**3.9.1 Color palette:** All PCS must be of Green colors to be used for any communication at the Charging station shall be defined by AMC and the exact color palette will be predefined.

**3.9.2 Logos and images:**

- All collateral must have standardized elements such as logo of AMC, the logo of AMC's EV campaign, etc.
- The creatives for the logos have been prepared and annexed herewith along with guidelines pertaining to their use.
- Materials used throughout the construction of the charging station should reflect the eco-friendly nature of Electric Vehicles.
- Avoid using concrete as much as possible as the material.
- Luminescent paint should be used to facilitate better visibility.
- Any stickers used should be reflective in nature.
- LOGO of Make in India on each charge.

**3.9.3 Charging bays:**

- Charging bays may consist of fast chargers or slow chargers or battery swapping facilities.

- At each changing bay, there are facilities for comfortable parking of the Electric Vehicle and a charging point to charge the EV.
- Slow charger should be mounted on a white panel of approximately 1.5 m (5ft) height and 0.60 mt. (2ft) width.
- On the panel of non-slow chargers too, the standardized logo of AMC and its EV campaign must be displayed, as provided by AMC.
- For the charging bay floor area, the pavement will need to be colored green as per the design given by AMC.

#### **3.9.4 Canopy:**

- Every Charging Point should be covered by a canopy to protect it from adverse weather conditions. The canopy design shall be standardized by AMC
- The canopy roof should be made of transparent polycarbonate sheets or glass and the pillars should be made of stainless steel.

#### **3.9.5 Charging Station staff uniform**

- All Charging Point Operator shall have uniform/dress code with standardized design as per the specifications to be provided by AMC.

#### **3.9.6 Charging Station banner**

- The charging station will have a banner in a standard design as annexed herewith which can include the name of the Concessionaire. The banner will be prominently located at an area of high visibility near the entrance of the charging station.

**3.10 Safety Norms for Charging Infrastructure:** Safety is the most important thing, when public charger is installed and operationalized. The primary function of a plug-in vehicle charging station is to provide electrical safety for the operator and electrical infrastructure throughout the charging process and specifically to address the risks of fire and electric shock. The safety and security of the vehicles that are utilizing the charging facility will be the responsibility of the Charger Point Operator. It is to be ensured that all AMC EV Charging station will follow safety guidelines prescribed by the Ministry of Power Central Electricity Authority (CEA), Govt. of India. Firefighting system for EVs Charging Stations shall be as per relevant provisions of CEA (Measures Relating to safety and Electric Supply) Regulations 2010 (as amended). Enclosure of charging stations shall be made of fire-retardant material with self-extinguishing property and free from Halogen. Wire detection, alarm and control system shall be provided as per relevant IS and following safety norms.

**3.11 Safety norms:** The owner/operator shall establish and implement a safety assessment programme for regularly assessing the electrical safety of EV Charging Stations.

**3.11.1** Electric Vehicle Supply Equipment (EVSE) should have been type tested by an agency/lab accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL) from time to time.

**3.11.2** All PCS should be incorporated with suitable protection and monitoring devices for safe and reliable operation of charging stations All PCS must follow the following safety norms:

**3.11.3** Safety provisions for charging stations vide schedule XVI of the CEA (Technical Standards for Connectivity of Distributed Generation Sources) Regulations, 2013.

**3.11.4** Safety provisions of all A.C and D.C. charging stations shall in accordance with

IEC 61851-1, IEC 61851-21, IEC 61851-22, IEC 61851-23 and IEC 61851-24.

- 3.11.5** Where the connection point is installed outdoors, or in a damp location, the equipment shall have a degree of protection of at least IPX4 in accordance with IEC 60529.
- 3.11.6** Charger Point Operator shall keep the records to an extent that the PCS installation have been carried out and maintained in accordance with safety norms as per the relevant CEA Regulation & manufacturer's installation and maintenance instructions.
- 3.11.7** Use the armored type of cable from the PCS to Electric Vehicle and maximum length shall be restricted to 5 meters.
- 3.11.8** PCS should be installed so that any socket-outlet of supply is at least 800mm above the finished ground level.
- 3.11.9** Protection against the overload of the charging supply and incoming supply fittings must be provided.
- 3.11.10** Shall be supplied from a sub-circuit protected by a voltage independent RCD providing personal protection that is compatible with a charging supply for an EVs.
- 3.11.11** Shall be supplied from a dedicated final sub circuit.
- 3.11.12** The licensed space for PCS must not be misused due to actions such as intentional unintentional blocking of parking space by vehicles which are not being charged, utilization of space for other commercial purposes, displaying advertisements etc.
- 3.11.13 All Public Charging Station Operator must have FIRE NOC from Fire Brigade of AMC.**

### **3.12 How to Quote?**

- 3.12.1** As this is an e-tender and hence, bidder should quote the bid amount in “Price-Bid” on n- procure web site portal only. Physical and hard copy shall not be approved in any case.
- 3.12.2** Public Charging Point Operator (CPO) can charge as per the Govt of Gujarat tariff rate and time to time revision on that. For that, it is required to get AMC’s permission
- 3.12.3** The electricity expenses (including charges for taking connection and monthly bills) shall be borne by the Public Charger Point Operator (CPO) and unless explicitly mentioned in the agreement signed between AMC and the Charger Point Operator (CPO), AMC shall not bear any obligation towards bearing electricity expenses (installation as well as billing or any incidental expenditure thereof). If any such costs have to be shared by AMC, explicit and separate approval of AMC Municipal Commissioner shall be needed.
- 3.12.4** The Charger Point Operator (CPO) should share a broad break up of billing logics as well as pricing for charging for a transparent understanding of AMC.
- 3.12.5** The charging infrastructure of the Charger Point Operator (CPO) should have a transparent and open billing mechanism and its details should be shared with AMC as and when demanded in the event AMC receives a complaint regarding any discrepancy in billing mechanism. A summary of previous month should be shared every month before 15th of the current month through email or physical intimation.
- 3.12.6** The Charger Point Operator (CPO) shall have the liberty of adopting various billing models, including, but not limited to, pay-per-use model or bundled offers etc. and the charging tariffs for which shall be made known to end users through Mobile App/Official website and such proposed tariffs in various categories and for various vehicles (if any)



should be shared with AMC before such EV charging operation becomes live or tariffs are put into operation. Any change in such tariffs should be intimated to AMC before such change is put into effect.

**3.12.7 Payment of Taxes:** CPO shall pay all the statutory levies and taxes including GST share of AMC imposed by the Government or any other authorities present or future on the operation of EV charging stations. Ahmedabad Municipal Corporation (AMC) shall pay property tax.

**3.12.8 Insurance:** CPO shall at all times and from time to time at its own cost and expense take out adequate and proper insurance during the continuance of the agreement from a well reputed insurance company against all risks including third party risk to persons and properties, fire and explosion risk and riot risks etc. covering operation of the Public Charging stations.

**3.12.9 Calculation of Energy Consumption for Revenue Sharing:** For the purpose of revenue sharing, CPO shall furnish the complete details of accounting of the billed units to Ahmedabad Municipal Corporation (AMC) for transparency and shall be governed by confidentiality under the Agreement. CPO shall promptly pay the bill on monthly basis within 10 days of demand for electrical energy consumed for charging electric vehicles at the said locations as per actual minimum charges /as per actual. The charges should be paid to the Ahmedabad Municipal Corporation (AMC) till such time a separate meter is obtained in the name of CPO. After obtaining a separate meter in the name of CPO, the electricity charges shall be directly paid by CPO based on the electrical energy consumed for charging EVs at each location. Dispute resolution mechanism of electricity bills, if any, to be taken up with relevant DISCOM with support from land owning agency- Ahmedabad Municipal Corporation (AMC).

#### 3.12.10 Bid Parameters

Financial proposal is to be evaluated considering following parameters:

Sr. No.	Item	Quoted Rate in ₹ for each site
1.	Revenue sharing for 4W, 3W, 2W Slow, Moderate, Fast charging or/ and BSS based on Energy Charge with Minimum Rs.1 per kWh (Unit) ( <b>BID PARAMETER</b> )	₹ _____ per kWh for each site. (Excluding GST)
2	Land rent per sq.mts/per annum at 5% of Jantri value of specified for each location with the rise of 10% per every year. Please refer annexure for rent per sq.mts/annum. ( <b>FIXED PARAMETER</b> )	Advance full Rent at the rate of 5% of Jantri value rate per sq.mt per annum for each location of the land so with the rise of 10% per sq.mt every year. (beginning from April)

#### More details are as explained below:

- **Bid Parameter- Payment of License Fee and Revenue Share:** CPO require to bid at the quoted rate of \_\_\_\_ per kWh. This is to be quoted here in price bid for each location separately. CPO shall pay to Ahmedabad Municipal Corporation (AMC) Rs. X /kWh from charging business starting from 1st year, of billed units from charging business to Ahmedabad Municipal Corporation (AMC) within 15 days after end of Quarter. CPO shall also agree for paying 10% each year in revenue sharing. CPO shall agree for Revenue sharing as explained below:

Sr. No.	Year	Revenue sharing with AMC for each location
1	First	Rs. X * 1/kWh
2	Second	Rs. X * 1.10/kWh
3	Third	Rs. X * 1.21/kWh
4	Fourth	Rs. X * 1.33/kWh
5	Fifth	Rs. X * 1.46/kWh
6	Six	Rs. X * 1.61/kWh
7	Seven	Rs. X * 1.77/kWh
8	Eight	Rs. X * 1.95/kWh
9	Nine	Rs. X * 2.14/kWh
10	Ten	Rs. X * 2.36/kWh
<b>END of TENURE / AGREEMENT</b>		

- **Fixed Parameter - Full Advance Payment of Rent for full year for Land offered by AMC:** Addition to the sharing of revenue, CPO has to pay rent at the rate of 5% of Jantri rate per sq.mt per annum of land area. Plot area and Jantri rate and derived land rent pr sq.mt per annum and total approximately land rent per sq.mt per annum is as shown in Appedix:2
- **Land Rent shall also be increased at the rate of 10% on each year.**
- Full amount of Land Rent shall have to pay by CPO to AMC without failed within 10 days beginning of each year
- Revenue Sharing amount shall have to pay by CPO to AMC without failed within 10 days after end of each month.
- In case of failure of paying rent for land or revenue sharing land possession with installed infrastructure will be taken by AMC without notice. Security Deposit of the CPO will be forfeited and license to run CPO will be cancelled

**Explanation Note:** Bidder can only quote for location for which EMD of Rs.1.00 lakh is paid for each quoted location. If bidder is quoting for 10 locations, bidder has to deposit EMD of Rs. 10.00 lakhs; if bidder is quoting for 15 locations, bidder has to deposit EMD of Rs. 15.00 lakhs like wise.

**3.13 Recording & Reporting:** Recording Reporting & Communication shall be done as per the guidelines of MoP dt.14<sup>th</sup> January 2022, which shall be tied up with Bureau of Energy Efficiency (BEE). The BEE shall create and maintain a national online data base of all the Public Charging Stations in consultation with State Nodal Agencies (SNAs). Bureau of Energy Efficiency shall create a Web- Portal/Software/Mobile Application for the database of Public Charging Stations throughout the country. A common format for information in this regard shall be prepared by Bureau of Energy Efficiency (BEE) and State Nodal Agencies (SNAs) shall be directed to keep the details as per such format and update the same on the Web-Portal/Software/Mobile Application developed by BEE on weekly basis. It has been made through digital form in following ways:

**3.13.1.1 Information to be submitted to open Database:** It is recommended that the following information would be made available to the open database managed by EV cell of AMC. The AMC intends that there be an open, publicly owned database which offers historical and real time information on public charging infrastructure i.e., KWh, session length, vehicle type if available, number of events, location (latitude, longitude) of the charger, number

of chargers at site, site classification, payment amount, pay structure (by hour, or by kWh, or by session), as well as payment rate. The Public Charging Station Operator has to provide all such necessary data whenever required by AMC for creation of such a public database.

The Charging Points shall be operated by the Public Charging Station Operator solely through an open platform-based app/web-based IT solution cum technology cum software. Such solution may be proprietary system, or a common platform provided by AMC or jointly developed by various Charger Point Operators. But it should be built on such a platform that information regarding the chargers and their types are made available to other Charger Point Operators also who are working in AMC limits. So that, the location and grid of charging infrastructure in AMC limits is visible through app/web solution of all the Charger Point Operators to the entire end customer. This information has to be provided in real time for all functional and installed chargers so that an end user or citizen can at least view location of different types of chargers. This activity has to be completed within 90 days of signing of the agreement and failure to do so can lead to revocation of agreement. It should be noted that, the Public Charging Station Operator must proactively seek such information from other Charger Point Operators and should include at least such information – GIS location, type of charger as per the standard nomenclature which shall remain uniform in AMC limits and such information may be shared in real time fashion so that up and down chargers can be shown across the platforms of Charger Point Operators in real time manner.

AMC operate certain citizen centric services some of which are GIS based also. Whenever AMC through its representatives requires location of public charging installations (which come under the agreement signed by the Public Charging Station Operator with AMC), such precise location related info as it is available with the Public Charging Station Operator shall be promptly provided to AMC which may be put on its applications for public consumption. Every charging station should also be precisely located on every popular navigation application like Google Map, Wikimedia, Apple Maps etc. and the icon/image that is to be used for them should be the AMC EV Charge image (if that is technically feasible and permissible by such navigation app) along the actual picture of the charging point. For every new charger or charging point, this activity is to be done within 45 days of installation of every new charger or charging point.

MIS reports indicating – number and types of vehicles charged per month, electricity units consumed (along with bill copies whenever they are received by the Public Charging Station Operator), and revenue generated (along share of AMC) should be sent every month to AMC before 10th of each month for the previous month through email.

This can be briefed as below:

- Station level data.
  - Name of the charging station.
  - Location (latitude, longitude)
  - Operator name and contact details. URL
  - Modes of payment accepted.
  - Maximum Number of Vehicles that can be charged simultaneously.
  - Advance booking availability.
- Operating hours and days.
  - Operating status operational or upcoming.
  - Fare structure Price (INR per kWh or INT/main or combination of both) per

battery swapped.

- Number of EVs charged of each category per day, number of batteries swapped per day and number of batteries available for swapping in a day.
- Charging unit level data.
  - ID of the charging unit.
  - Type of charging gun along with quantity of each and the capacity of each charging gun.
  - Capacity of battery swapping facility number of batteries and charging capacity of each battery.
- Operating status - Connected or Available or Out of Service.
  - Maintenance alerts.
  - Usage statistics- timestamps of charging usage.
  - Power consumption- Separately for coach charging point and battery swapping facility.
  - Availability of slots for reservation.

#### **3.13.1.2 Digital Communication between the Charger Management System and the DISCOM:**

The communication between EVSE and DISCOM shall be OSCP 1.0 or (Open ADR + IEEE 2030.5) or IEC 61850-90-8 protocol or higher version of these protocols as per CEA guidelines. The Concessionaire must have provision for the data to be made available for the DISCOM or an external agency with access rights to AMC.

- Charger ID.
- Location (GPS coordinates)
- Peak hours of charging EVs
- Real-time power consumption from charging from each charge point. (using smart meters)
- Session - Start & Stop for each charger. (Timings & Duration)
- Instantaneous current flow to EV.
- Instantaneous AC RMS supply voltage.
- Instantaneous active power imported by EV. (W or kW)
- Instantaneous reactive power imported by EV.
- Instantaneous power factor of total energy flow.
- Emergency Stop (along with reasons), if any.
- Frequency of any voltage fluctuation issue.

**3.13.1.3 Digital Communication between the EVSE and the Charger Point Operators:** The communication between any charger and the Public Charging Station Operator must mandatorily use the communication protocol OCPP 1.6 or higher version compatible with OCPP 1.6 or IEC 61850-90-8. The interface between the charger and the Public Charging Station Operator must be reliable internet connectivity (Ethernet, 3G/4G).

#### **3.13.1.4 Digital Communication between different Charger Point Operators (Charging Stations):**

It is recommended to have provision for communication with other Charging Stations if required or as and when notified by AMC, the communication between the two Public Charging Station Operator (Charging Stations) shall be as per AMC's guidelines.

**3.13.1.5 Approval & Financial Details:** Each Public Charging Station Operator must maintain and monthly details of finance of each charger which shall consists of

- Charged ID-

- Location
- Area in sq.mts
- Rent per month
- Payment made till date against rent
- Earning per charger
- Sharing of Profit with AMC

### **3.14 Right to Reject any or all Proposals**

Notwithstanding anything contained in this Tender, AMC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

### **3.15 Conflict of Interest and Prohibited Practices**

1. AMC requires that the Consultant provides professional, objective, and impartial advice and always hold AMC's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Operator shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of AMC and the Project.
2. It is AMC's policy to require that the operator observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the AMC defines, for the purposes of this provision, the terms set forth below as follows:
  - a) "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
  - b) "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to AMC
  - c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process.
  - d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by AMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having Conflict of Interest; and
  - e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.
3. AMC will reject a proposal for award if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, AMC will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to AMC for, inter alia, time, cost and effort of AMC, regarding the RFP, including consideration and evaluation of such Applicant's Proposal.
4. AMC will declare an Applicant ineligible, either indefinitely or for a stated period, to be

awarded a contract if it at any time determines that the Applicant has engaged in prohibited practices in competing for and in executing the contract.

5. In the event any Applicant has been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Proposal Due Date (the “PDD”), it would not be eligible to submit a Proposal.

**3.16 Bid security/Earnest Money Deposit (EMD):** Bid Security (EMD) of **Rs. 1,00,000/- (Rupees One Lakhs Only)** for each location in the form of Account Payee **Demand Draft from any of Schedule Bank** (Co- operative Bank will be admissible as per the Govt. of Gujarat notification/rules) is required to be submitted by each Applicant (the “Bid Security”). Any proposal submitted without EMD, mentioned above, will be summarily rejected. AMC will not be liable to pay any interest on bid security deposits. Bid security of prequalified but unsuccessful Applicants shall be returned, without any interest, within one month after acceptance of LOA by selected Applicant or when the selection process is cancelled/ completed by AMC. The Selected Applicant’s Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFP and contract.

**3.17 Performance Security:** Performance Security of **Rs. 3,00,000/- (Rupees Three Lakhs only)** for each location shall be furnished before signing of the contract in form of a **Bank Guarantee** substantially in the form specified in the Tender / contract.

**3.18 Standard Indemnification:** Each party (indemnifying party) agrees to indemnify, defend, and hold the other party (indemnified party) harmless from and against:

**3.18.1** Any third party claim (including intellectual property infringement claim), liability, obligation, loss, damage, deficiency, assessment, judgment, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character, arising out of or in any manner solely attributable to any failure of the indemnifying Party to perform its obligations described hereunder, gross negligence or willful misconduct in the fulfillment of its obligations hereunder or for infringing the intellectual property rights of any third party.

**3.18.2** Any claim, liability, obligation, loss, damage, deficiency, assessment, judgment, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character arising from claims or sanctions or penalties imposed by any regulatory authority for failure by a Party or any of its respective officers, directors, employees, servants, sub-contractors or agents to comply with any applicable laws, rules and regulations.

**3.18.3** Any claim, liability, obligation, loss, damage, deficiency, assessment, judgment, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character with respect to any damage to or loss of property of a third party arising out of acts or omissions by a Party or any of its respective officers, directors, employees, servants, sub- contractors, or agents in the performance of its obligations under the agreement.

**3.19 Term & Termination**

**3.19.1** The Agreement shall come into force from the Effective Date of the agreement and remain in force during the ‘Term’ as defined under Definitions above. The agreement shall be further extended for a period as decided and agreed mutually in writing by the Parties. The Agreement may be terminated / exited by the Parties prior to the scheduled validity period due to any one of the following reasons:

**3.19.2** Any misrepresentation, breach or violation of the terms of the Agreement by either of the Parties.

**3.19.3** If Ahmedabad Municipal Corporation (AMC) fails to provide the Charging Locations for locating the Charging Points at the identified SOL or CPO failing to install the charging Points at the identified SOL within a reasonable time as agreed mutually; and with mutual consent of both the parties without assigning any reason.

**3.19.4** Upon such early termination, CPO shall have the right to dismantle all the System, equipment and Charging Points and take control in its custody, the Charging Points, System and equipment. Ahmedabad Municipal Corporation (AMC) shall have no right to claim and recover any of the Charging Points and the System from any Charging Locations at the identified locations and the equipment/ infrastructure establishment by CPO.

**3.20 Representations and Warranties:**

AMC and CPO represent and warrant to the other Parties that:

**3.20.1** It has power to execute, deliver and perform its obligations under the Agreement and all necessary corporate and other actions have been taken to authorize such execution, delivery and performance.

**3.20.2** It has all requisite power and authority and does not require the consent of any third party to enter into the AGREEMENT and grant the rights provided herein.

**3.20.3** It follows all applicable laws and regulations, as may be applicable to it.

**3.20.4** The execution, delivery and performance of its obligations under the Agreement does not and will not: (i) contravene any applicable law, or any judgment or decree of any court having jurisdiction over it; or (ii) conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

**3.20.5** Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; and

**3.20.6** There is no litigation pending or, to the best of such CPO’s knowledge, threatened to which it is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under the AGREEMENT.

**3.21 Confidentiality**

**3.22** During the subsistence of the Agreement and after termination or expiration of the Agreement for any reason whatsoever, the CPO receiving any information and/or document which are marked as Confidential (hereinafter referred to as the “Confidential Information”) shall:

**3.22.1** Keep the confidential Information confidential.

**3.22.2** Do not disclose the Confidential Information to any other person without the prior written consent of CPO disclosing such information (hereinafter referred to as the

“Disclosing Party”) except to its employees, agents, shareholders, investors, partners, and advisors on a strictly need-to-know basis, and upon such person executing a non-disclosure undertaking in respect of the Confidential Information in a format reasonably satisfactory to the Disclosing Party.

**3.22.3** Do not use the Confidential Information for any purpose other than the performance of its obligations under the Agreement; Without the prior written consent of the Disclosing Party, not to make a public announcement or any other disclosure of the Confidential Information except as required by any legal stipulation applicable to it. In case of such disclosure required by legal stipulation, CPO is required to make such disclosure shall, as soon as practicable after it is made aware of the requirement to make such disclosure, inform the Disclosing Party of the need to disclose such Confidential Information, the content thereof and the legal stipulation which requires disclosure of such Confidential Information.

**3.22.4** The obligations contained in the relevant clauses above shall not apply to any Confidential Information which:

**3.22.5** Is at the date of the Agreement or at any time after the date of the Agreement comes into the public domain other than through breach of the Agreement by CPO; can be shown by the Party receiving the information to the reasonable satisfaction of the Disclosing Party that the same was known to such Party prior to the disclosure.

**3.22.6** Subsequently comes lawfully into the possession of the Party receiving such information from a person other than the Disclosing Party.

**3.22.7** Or such information which any Party is required to disclose by law, by a court of competent jurisdiction or by another appropriate regulatory body, provided that the Party required to disclose shall use reasonable endeavors to consult with the Disclosing Party and take into consideration is reasonable requests in relation to such disclosure.

**3.23 Notice:** All communication, demand and notices required to be sent under the Agreement shall be sent or delivered to the receiving Party at the address set forth herein in the data sheet. Any Notice, demand or other communication shall be sent by registered post / hand delivery.

**3.24 Intellectual Property Rights:** Intellectual Property Rights owned by each respective Party shall remain the property of AMC & CPO. All right, title and interest to all Intellectual Property of AMC & CPO including that which is or may become protectable by patent, copyright, trademark, trade secret or similar law, shall remain exclusively with that Party.

**3.25 Governing Law and Jurisdiction:** Courts at Ahmedabad, Gujarat, India shall have exclusive jurisdiction in respect of matters arising out of or in relation to the agreement.

**3.26 Dispute Settlement:** The AMC and CPO shall work together to resolve any disputes that may arise under, in relation to or in connection. In the event such Dispute is not resolved amicably within 60 (sixty) days of the date of receipt of notice issued by disputing party with respect to same by the non- disputing party then in such case all Dispute shall be settled by binding arbitration pursuant to the Arbitration and Conciliation Act, 1996, as amended (“Arbitration Act”), in following manner:



If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of the agreement, such dispute or difference shall be resolved through arbitration as per the procedure mentioned herein below:

- 3.26.1.1 The dispute or difference shall be referred to a sole arbitrator.
- 3.26.1.2 The arbitration shall be through High Court Mediation and Arbitration Centre at High Court of Judicature at Ahmedabad for the state of Gujarat.
- 3.26.1.3 The rules of the above-mentioned Institutional Arbitration Forum shall be applicable to the arbitral proceedings.
- 3.26.1.4 The Indian Arbitration & Conciliation Act 1996 and Arbitration and Conciliation (amendment) Act 2015 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under the clause.
- 3.26.1.5 The seat of arbitration shall be at Ahmedabad Gujarat, India.
- 3.26.1.6 The proceedings shall be conducted in English language.
- 3.26.1.7 The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.
- 3.26.1.8 The following shall not be referred to arbitration:
  - Disputes having financial claims less than Rs. 5 Lakhs.
  - Dispute related to not making profit from any site.
  - Dispute related to power interruption at site due to any reason.
  - Dispute related to assess to site due to traffic control measures.

**3.27 Limitation of Liability:** Notwithstanding anything in the AGREEMENT to the contrary and to the extent permitted by applicable law, in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages. A Party will not be in breach of the AGREEMENT or be liable to the other Parties if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, legislation, regulation, order or other act of any Government or Governmental agency.

**3.28 Waiver:** Failure of a Party to require performance of any provision of the Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by a Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by the concerned Party.

**3.29 Assignment:** Except as provided in the Agreement, none of the Parties shall be entitled to assign their rights and obligations under the Agreement to a third party without the prior written consent of the other Party, except to its affiliate companies.

**3.30 Amendment:** No modification or amendment to the Agreement and no waiver of any of the

terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the Parties.

**3.31 Severability:** If any provision of the Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect. Further, the Parties shall endeavor to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.

**3.32 Entire Agreement:** The Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of the Agreement, and the Agreement contains the sole and entire understanding and agreement between the Parties hereto with respect to the subject matter contained herein.

**3.33 Force Majeure:** Neither Party shall be held responsible for non-fulfillment of their respective obligations under the AGREEMENT due to the exigency of one or more of the force majeure events which are beyond the reasonable control of the Party concerned such as but not limited to acts of God, wars, floods, earthquakes, lawful strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotions etc. provided on the occurrence and cessation of any such event, the Party affected thereby shall give a notice in writing to the other Party within one (1) month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the Parties shall jointly decide about the future course of action.

**3.34 Survival”** Those Clauses that by its nature should survive expiration or termination of the Agreement shall remain in effect after the expiration or termination of the Agreement. It specifically clarified that the provisions of Clauses - Representations and Warranties, Clause– “Confidentiality”, Clause – “Intellectual Property Rights” Clause-s “Governing Law and Jurisdiction” and Clause – “Dispute Settlement” shall survive expiration or termination of the Agreement.

**3.35 Counterparts:** The Agreement may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute the same instrument.

**3.36 Miscellaneous:**

**3.36.1** It is agreed and understood by the Parties that the Agreement is a legally binding contract and under no circumstances shall stand terminated,

**3.36.2** The Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in the Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties.

**3.36.3** The Parties shall not use each other’s name and/or trademark/logo or publicize or release any information about the Agreement or its contents or market, publish, advertise in any manner any information without prior written consent of the other Party.

### **3.37 Rules of Interpretation**

- 3.37.1 Irrelevance of Gender and Plurality:** The definitions in the Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.
- 3.37.2 Internal References.** All references herein to Clauses and Annexure shall be deemed to be references to Clauses of and Annexure to, the Agreement unless the context shall otherwise require. All Annexure attached hereto shall be deemed incorporated herein as if set forth in full herein. The terms “clause(s)” and “sub-clause(s)” shall be used herein interchangeably. The words “hereof,” “herein” and “hereunder” and words of similar import when used in the Agreement shall refer to this Agreement as a whole and not to any particular provision of the Agreement. The words “include”, “includes”, and “including” shall be deemed to be followed by the words “without limitation”.
- 3.37.3 Default Rules.** Unless expressly contradicted or otherwise qualified, (i) all references to a Person also refer to that Person’s successors and permitted assigns, including permitted transferees, and (ii) all references to and definitions of any agreement, instrument or statute herein or in any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as from time to time may be amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.
- 3.37.4 Drafting:** The Parties have participated jointly in the negotiation and drafting of the Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, the Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of the Agreement.
- 3.37.5 Clause Heading:** The clause heading contained in the Agreement are for the convenience of the Parties and shall not affect the meaning or interpretation of the Agreement.

## Section: 4 Appendix

**Establishing/ Setting-up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) at various 54 Locations within AMC limit with Public Private Partnership (PPP) mode**

### Appendix 1: Tentative List of Locations

Followings are the tentatively identified locations available for setting up EV Charging /Battery Swapping Stations/Points.

Sr. No.	Zone	Landmark address	TP scheme	FP	Latitude	Longitude
1	Central	Near Rakshashakti Circle, Opposite Chandra Singh Chapra	14 (Sahibag)	211	23.058171	72.600327
2	Central	Khadia Police Station, Khadia	2 (Kakariya)	1/2/2	23.017294	72.594335
3	Central	Sardar Patel Bhavan, Danapith	City Sr. No.	1362	23.02072	72.585631
4	Central	AMC Central Workshop, Jamalpur	1 (Jamalpur)	11	23.013145	72.589783
5	Central	D-Wing, Sardar Patel Bhavan, Danapith	City Sr. No.	1362	23.021609	72.585593
6	Central	Near Kirti Apartment, Near Rachna School, Opposite Civil Hospital, Shahibaug-Asarwa Sub Zonal office	8 (Asarva)	43	23.051829	72.599293
7	Central	Dariapur-Shahpur, Sub-Zonal Office, Near Dudheshwar Water Works	14 (Sahibag)	355	23.051515	72.583112
8	East	Ramol-Hathijan - Bhaipura- Hatkeswar Sub-Zonal Office, Opposite Nutan School, Near Ishwarkripa Duplex. East Maninagar	25 (Kho. - Mehm.)	1034	22.992366	72.625107
9	East	Odhav-Nikol Sub-Zonal Office, Near Ramani Garden, Sukan Char Rasta, Nikol	102 (Nikol)	99	23.05325	72.66991
10	East	Harubhai Mehta Bhawan, Viratnagar Char Rasta, Zonal Office	1 (Nikol - Rakhial)	173	23.026209	72.639201
11	West	Chandkheda Sub Zonal Office (New) Sona Cross Road,	22 (Chandkheda)	288	23.107335	72.589014
12	West	Beside Silver Avenue Complex, Behind Vishwakarma College, New CG Road, Chandkheda	46 (Motera - Amiyapur - Sughad)	219	23.112233	72.605003
13	West	Chandkheda, Near Chandkheda Bus Stand, Opposite Rudraksh Complex,	69 (Chandkheda - Zundal - Tragad)	393	23.115045	72.582375
14	West	Behind cooperation plaza, opposite maitri garden, motera	21 (Motera)	364	23.10462	72.597825
15	West	Near IDP school, Motera	46 (Motera - Amiyapur - Sughad)	231	23.105841	72.603196
16	West	Plot adjacent to Sukan Smile	66/A	148	23.087137	72.5706
17	West	Nava Vadaj Bus Stand, Near Akhbar Nagar Circle, Nava Vadaj	28 (Nawa Vadaj)	763	23.06808	72.562447
18	West	Opposite Mehsana Society, Bhimjipura, Old Vadaj,	28 (Nawa Vadaj)	533	23.058444	72.569096
19	West	Gujarat College Railway Overbridge (Kavi Nanhalal Bridge)	3 (Ellish Bridge)	--	23.023633	72.566581
20	West	Dr. Ramanbhai Patel Bhavan, Usmanpura Char Rasta, Zonal Office	3 (Ellish Bridge)	22+25	23.047694	72.570044

21	West	Paldi-Vasna Sub-Zonal Office, Vasna Barrage Road, Near Divine Life School, Vasna	22 (Paldi Ext.)	325	23.000824	72.550519
22	West	Sabarmati-Chandkheda Sub-Zonal Office, Opposite Torrent Powerhouse, Near Chimanbhai Bridge, Sabarmati	21 (Motera)	862	23.074326	72.592284
23	West	Chiman Bhai Patel Railway Overbridge	Under over bridge	--	23.069349	72.586708
24	West	Ranip Railway Overbridge	Under over bridge	--	23.085389	72.57122
25	South-West	Opposite Shreyas Complex, Bakeri CT Road, Vejalpur	83 (Vejalpura - Gayaspur - Maktampura)	200	23.002575	72.517371
26	South-West	Under Jivaraj Park Bridge, Opposite Sun Gravitas, Beside Ranbasera, Near Shyamal Char Rasta, Vejalpur	3 (Vejalpur)	--	23.010917	72.531394
27	South-West	Sarkhej-Jodhpur Sub-Zonal Office, Opposite Makarba Police Quarter, Near Water Tank, Sarkhej	84/A (Makarba)	94	22.995595	72.510309
28	South-West	Maktampura-Vejalpur Sub-Zonal Office, APMC. Near the market, wide four roads	83 (Vejalpura - Gayaspur - Maktampura)	186	22.996026	72.534365
29	South	CTM Four road	45(Khokhara - Mahemdabad - Ghodasar -1)	29	22.990719	72.634926
30	South	Near VatwaTurnig, Next to Narol Wise Man, Mutton Lane,	56 (Narol - Shahavadi)	21	22.963974	72.592444
31	South	Near Muster Station, Khodiyarnagar Char Road,	13 (Baherampura)	105	22.997101	72.574127
32	South	Near Bibi Lake Char Road, Vatwa	85 (Vatva-5)	121	22.959591	72.6118
33	South	Sri Guruji Railway Overbridge (South)	22 (Khokhara - Mahemdabad)	--	22.987968	72.617851
34	South	Vatwa Railway Overbridge	87 (Vatva - Vinzol)	--	22.962025	72.627107
35	North	Vedanta 98, Near Canal, Behind Sri Radhe Royal, G.E.B. Near, Naroda	75	108	23.0836	72.6717
36	North	Near ShyamUpavan, Behind Ganesh Icon, Near MuthiyaTolanaka	71	55	23.0953	72.6841
37	North	Near Infectious Disease Hospital Quarters, Opposite Radha Kishan Bungalows, Chiloda	99	141	23.092057	72.662538
38	North	RP VASANI to Sentosa Habitat. Opposite Vasani School, Naroda	124/C	38	23.055389	72.663167
39	North	Opposite Samved Exotica, next to Divit Hall	123/C	37	23.0575	72.6629
40	North	Near AMC Library Madhavamall, near Krishna children's hospital	65	153	23.0439	72.6497
41	North	Nandlal Wadhwa Hall, Kalyanchowk, Thakkarbapanagar	65 (Saijpur bogha)	161	23.0459	72.6496
42	North	New Urban Health Centre, Maniba School in Khancha, Thakkarbapanagar	65 (Saijpur bogha)	190	23.049951	72.650211
43	North	Naroda Road, Near Naroda Fruit Market	12 (Asarva)	67	23.0508	72.6259
44	North	Opposite Saijpur Tower, Naroda Road	35/2 (Saijpur bogha)	56	23.0609	72.6397
45	North	Lalbbhai Kasturbhai Railway Overbridge, Memco	Under over bridge	--	23.0563	72.6278
46	North	Saraspur-Bapunagar Sub-Zonal Office, Margha Farm Road, Malek Shaban Lake, Behind Lal Bahadur Stadium	11	255/1	23.02578	72.63578

47	North	ThakkarbapaNagar,India colony BRTS. Near Bus Stand, Near Arvind Mill	12	12	23.0459	72.6183
48	North	Sardarnagar Sub-Zonal Office, Sardarnagar Township, Police Station, Sardarnagar	Sardarnagar Twonship	8053	23.0813	72.6322
49	North	Saijpur Urban Health Centre, Behind Petrol Pump, Memco	30	65	23.055466	72.631368
50	North	Naroda Sub-Zonal Office, Ichapurti Ganesh Gali, Near Naroda Water Tank, Naroda	39	460	23.078614	72.6579
51	North-West	Chanakyapuri Railway Overbridge	Under over bridge	--	23.075278	72.540171
52	North-West	Nanaji Deshmukh Railway Overbridge Sola	Under over bridge	--	23.067485	72.526805
53	North-West	Sunder Singh Bhandari Railway OverbridgeGota	Under over bridge	--	23.088133	72.542007
54	North-West	Under Chanakayapoori Overbridge, Ghatlodia	Under over bridge	--	23.072589	72.541956

**Appendix 2: Land Rent of Plot for EV Charge points**

Details of each plot for EV charge point with provide details of per Sq.mt. land rent at the rate of 5% of Jantri rate per sq.mt per annum to be paid in advance.

Sr. No.	Location of Plot	Jantri Rate per sq.mt.	per Sq.mt. land rent at the rate of Jantri 5% per sq.mt per annum	Remarks
1	Near Rakshashakti Circle, Opposite Chandra Singh Chapra	27500	2750	
2	Khadia Police Station, Khadia	19500	1950	
3	Sardar Patel Bhavan, Danapith	24000	2400	
4	AMC Central Workshop, Jamalpur	18000	1800	
5	D-Wing, Sardar Patel Bhavan, Danapith	24000	2400	
6	Near Kirti Apartment, Near Rachna School, Opposite Civil Hospital, Shahibaug - Asarwa Sub Zonal office.	14500	1450	
7	Dariapur - Shahpur, Sub-Zonal Office, Near Dudheshwar Water Works.	27500	2750	
8	Ramol - Hathijan – Bhaipura - Hatkeswar Sub-Zonal Office, Opposite Nutan School, Near Ishwarkripa Duplex, East Maninagar.	11350	1135	
9	Odhav-Nikol Sub-Zonal Office, Near Ramani Garden, Sukan Char Rasta, Nikol.	4325	433	
10	Harubhai Mehta Bhawan, Viratnagar Char Rasta, Zonal Office.	7400	740	
11	Chandkheda Sub Zonal Office (New) Sona Cross Road.	11000	1100	
12	Beside Silver Avenue Complex, Behind Vishwakarma College, New CG Road, Chandkheda	15500	1550	
13	Chandkheda, Near Chandkheda Bus Stand, Opposite Rudraksh Complex,	6250	625	
14	Behind cooperation plaza, opposite maitri garden, motera	13000	1300	
15	Near IDP school, Motera	15500	1550	
16	Plot adjacent to Sukan Smile	12750	1275	
17	Nava Vadaj Bus Stand, Near Akhbar Nagar Circle, Nava Vadaj	15250	1525	
18	Opposite Mehsana Society, Bhimjipura, Old Vadaj,	15000	1500	
19	Gujarat College Railway Overbridge (Kavi Nanhalal Bridge)	35000	3500	
20	Dr. Ramanbhai Patel Bhavan, Usmanpura Char Rasta, Zonal Office	35000	3500	
21	Paldi-Vasna Sub-Zonal Office, Vasna Barrage Road, Near Divine Life School, Vasna	27500	2750	

22	Sabarmati-Chandkheda Sub-Zonal Office, Opposite Torrent Powerhouse, Near Chimanbhai Bridge, Sabarmati	13000	1300	
23	Ranip Railway Overbridge	10500	1050	
24	Synthetic Garden, Makarba, Ahmedabad	7750	775	
25	Opposite Shreyas Complex, Bakeri CT Road, Vejalpur	15500	1550	
26	Under Jivaraj Park Bridge, Opposite Sun Gravitas, Beside Ranbasera, Near Shyamal Char Rasta, Vejalpur	31500	3150	
27	Sarkhej-Jodhpur Sub-Zonal Office, Opposite Makarba Police Quarter, Near Water Tank, Sarkhej	6750	675	
28	Maktampura-Vejalpur Sub-Zonal Office, APMC. Near the market, wide four roads	13750	1375	
29	CTM Four road	5000	500	
30	Near Vatva Turnig, Next to Narol Wise Man, Mutton Lane,	5750	575	
31	Near Muster Station, Khodiyarnagar Char Road,	10750	1075	
32	Near Bibi Lake Char Road, Vatwa	5100	510	
33	Sri Guruji Railway Overbridge (South)	6500	650	
34	Vatwa Railway Overbridge	5200	520	
35	Vedanta 98, Near Canal, Behind Sri Radhe Royal, G.E.B. Near, Naroda.	4750	475	
36	Near Shyam Upavan, Behind Ganesh Icon, Near Muthiya Tolanaka	4500	450	
37	Near Infectious Disease Hospital Quarters, Opposite Radha Kishan Bungalows, Chiloda	7250	725	
38	RP VASANI to Sentosa Habitat. Opposite Vasani School, Naroda	4900	490	
39	Opposite Samved Exotica, next to Divit Hall	6400	640	
40	Near AMC Library Madhavamall, near Krishna children's hospital	6400	640	
41	Nandlal Wadhwa Hall, Kalyan chowk, Thakkarbapanagar	6375	638	
42	New Urban Health Centre, Maniba School in Khancha, Thakkarbapanagar	6375	638	
43	Naroda Road, Near Naroda Fruit Market	7000	700	
44	Opposite Saijpur Tower, Naroda Road	7250	725	
45	Lalbhai Kasturbhai Railway Overbridge, Memco	11000	1100	
46	Saraspur-Bapunagar Sub-Zonal Office, Margha Farm Road, Malek Shaban Lake, Behind Lal Bahadur Stadium	10775	1078	
47	Thakkarbapanagar, India colony BRTS. Near Bus Stand, Near Arvind Mill.	7000	700	
48	Sardarnagar Sub-Zonal Office, Sardarnagar Township, Police Station, Sardarnagar	15000	1500	



49	Saijpur Urban Health Centre, Behind Petrol Pump, Memco	8000	800	
50	Naroda Sub-Zonal Office, Ichapurti Ganesh Gali, Near Naroda Water Tank, Naroda	7500	750	
51	Chanakyapuri Railway Overbridge	7000	700	
52	Nanaji Deshmukh Railway Overbridge Sola	10500	1050	
53	Sunder Singh Bhandari Railway Over bridge Gota	11500	1150	
54	Under Chanakayapoori Overbridge, Ghatlodia	7000	700	

### Appendix 3: Electric Vehicle Chargers

Charger Type	Sr. No.	Charger Connectors *	Rated Output Voltage (V)	No. of No. of Connector guns (CG)	Charging vehicle type (W=wheeler)
<b>Fast</b>	1	Combined Charging System(CCS) (min) 50 kW)	200-750 or higher	1 CG	4W
	2	CHArgede MOve (CHAdemo) (Min 50 kW)	200-500 or higher	1 CG	4W
	3	Type-2 AC (min 22 kW)	380-415	1 CG	4W, 3W, 2W
<b>Slow/ Moderate</b>	4	Bharat DC-001 (15 kW)		1 CG	4W, 3W, 2W
	5.	Bharat DC-001 (15 kW)	72 or higher	1 CG	4W
	6.	Bharat AC-001 (10 kW)	230	3 CGof 3.3 kW each	4W, 3W, 2W

**Appendix 4: Indian Standards EV Charging notified by BIS of 01.11.2022****1. Light EVAC Charge Point**

Power Level 1	Charging Device	EV-EVSE Communication	Charge Point Plug/ Socket	Vehicle Inlet/ Connector
Up to 7 kW	IS-17017-22-1	Bluetooth Low Energy	IS-60309	As per EV Manufacturer

**2. Light EV DC Charge Point**

Power Level 1	Charging Device	EV-EVSE Communication	Charge Point Plug/ Socket	Vehicle Inlet/ Connector
Up to 7 kW	IS-17017-25 [CAN]		Combined Socket underdevelopment	IS-17017-2-6

**3. Park bay AC Charge Point**

Power Level-2	Device/ Protocol	EV-EVSE Communications	Infrastructure Socket	Vehicle Connector
Normal Power ~11kW/ 22 kW	IS-17017-1	IS-15118[PLC] for Smart Charging	IS-17017-2-2	IS-17017-2-2

**4. Park bay DC Charge Point**

Power Level-2	Device/ Protocol	EV-EVSE Communications	Infrastructure Socket	Vehicle Connector
Normal Power ~11kW/ 22 kW	IS-17017-23	IS-17017-24 [CAN] IS-15118[PLC]	IS-17017-22-2	IS-17017-2-3

**5. DC Charging Protocol**

Power Level 3	Charging Device	EV-EVSE Communication	Connector
DC 50 Kw to 250 kW	IS-17017-23	IS-17017-24 [CAN]IS-15118 [PLC]	IS-17017-2-3

**6. e-Bus Charging Station (Level-4:250 to 500 kW)**

Power Level 4	Charging Device	EV-EVSE Communication	Connector
DC High Power (250 kW> 500 kW)			
Dual Gun Charging Station	IS-17017-23-2	IS-15118[PLC]	IS-17017-2-3
Automated Pantograph Charging Station	IS-17017-3-1		IS-17017-3-2

## Appendix 5: FORMAT FOR PERFORMANCE GUARANTEE by BANK

(Bank Guarantee must be valid for the period of 10 years after LOI)

Location: \_\_\_\_\_

(To be issued by a Scheduled Bank)

(On a Non-Judicial Stamp Paper as per value applicable)

THIS DEED OF GUARANTEE executed on this the ----- day of --- at ----by -----  
----- (Name of the Bank) having its Head/Registered office at -----  
----- hereinafter referred to as “the Guarantor” which expression shall unless  
it be repugnant to the subject or context thereof include its successors and assigns;

In favour of Municipal Commissioner, Ahmedabad Municipal Corporation, having its registered office  
at \_ Ahmedabad, hereinafter referred to as AMC, which expression shall unless it be repugnant  
to the subject or context thereof include successors and assigns.

- A. By the Establishing/ Setting-up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) at \_\_\_\_\_ location of lot of various 54 Locations within AMC limit with Public Private Partnership (PPP) mode for agreement into between AMC and M/s. \_\_\_\_\_, having its registered office at ----- hereinafter called “the Charge Point Operator (CPO)”, the CPO has been allotted land admeasuring **40 – 60** sq.mt. at \_\_\_\_ for setting up PCS.
- B. In terms of Clause [3.17] of the Request for Proposal (RFP) Document, the CPO is required to furnish to AMC, an unconditional and irrevocable bank guarantee for an amount of Rs. \_\_\_\_ (Rupees \_\_\_\_\_ only) for the city of \_\_\_\_ as security for performance/ discharge of its obligation under the Operators Agreement (“Performance Security”).
- C. At the request of the CPO, the Guarantor has agreed to provide the Guarantee, being these presents guaranteeing the due and punctual performance/ discharge by the CPO of its obligations under PCS’s Agreement.

### NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the CPO’s Agreement.
2. The Guarantor hereby guarantees the due and punctual performance by the CPO of all its obligations under the CPO’s Agreement and accepts that the decision of the AMC, in this behalf shall be final, conclusive and binding on the Guarantor.
3. The Guarantor shall, without any protest or demur and merely on a demand by AMC, pay to AMC sums not exceeding in aggregate Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), within five (5) days of receipt of a written demand therefore from AMC stating that the CPO has failed to meet its performance obligations under the CPO’s Agreement. The Guarantor shall have no obligation to go into the veracity of any demand made by AMC and shall pay the amounts specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the CPO or any other Person.
4. In order to give effect to this Guarantee, AMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the

terms and conditions of the CPO's Agreement or other documents or by the extension of time for performance granted to the CPO or postponement/non exercise/ delayed exercise of any of its rights by AMC or any indulgence shown by AMC to the CPO and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by AMC or any indulgence shown by AMC provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

5. This Guarantee shall be absolute, unconditional and irrevocable and shall remain in full force and effect until discharged by the Guarantor of all its obligations hereunder.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the CPO/the Guarantor or any absorption, merger or amalgamation of the CPO/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.
8. The jurisdiction in relation to this Guarantee shall be the Courts at Ahmedabad and Indian law shall be applicable.
9. This Guarantee shall be released or discharged only by an express release letter issued by AMC.
10. The Guarantor hereby agrees that without the concurrence of the Guarantor, the Parties to the CPO's Agreement shall be at liberty to vary, alter or modify the terms and conditions of the CPO's Agreement and further agrees that its liability under this Guarantee shall in no manner be affected by such variation etc.
11. The Guarantor agrees that time is the essence of this Guarantee.
12. To give effect to this Guarantee, AMC may act as though the Guarantor were the principal debtor to AMC. The AMC shall be entitled to proceed to institute proceedings against the Guarantor notwithstanding that no legal proceedings or recovery action is commenced simultaneously or even during the course of recovery proceedings against the CPO. The postponement of action against the Company shall be a matter of the sole discretion of AMC and the Guarantor expressly agrees to such course of action and waives any objection thereto. The Guarantor accepts that the present guarantee is the prime security to AMC and the realizations from the CPO's assets can be postponed by AMC till after the recovery of the amounts claimed or demanded from the Guarantor.
13. A certificate in writing signed by a duly authorized official of AMC shall be conclusive evidence against the Guarantor of the amount for the time being due to AMC from the CPO in any action or proceeding brought on this Guarantee against the Guarantor.
14. This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with AMC by the CPO and shall be valid and binding on the Guarantor and operative until repayment in full of all moneys due to AMC under the CPO's Agreement.
15. The Guarantor represents and warrants that it has the full authority to make and execute this Guarantee. The Guarantor further represents that all regulatory approvals, permits and authorizations as are necessary for the issuance of this Guarantee have been received and are in full force and effect.
16. The Guarantor represents that there is no litigation or arbitration or other proceedings pending against the Guarantor, which could reasonably be expected to have a material adverse effect or

change in the Guarantor's ability to perform its obligations under this Guarantee.

17. Any demand for payment or notice under this Guarantee shall be deemed to be sufficiently given if sent by post to or left at the last known address of the Guarantor or its successors or assigns, as the case may be.

**IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE WRITTEN.**

Signed and delivered by the above named \_\_\_\_\_ Bank by its Authorized Signatory as authorized by Resolution/Regulation/Decision of its Regional Board/Central Board in accordance with the decision/resolution passed on .....

Authorized Signatory  
in the presence of:

A. \_\_\_\_\_

B. \_\_\_\_\_

## Section: 5 Forms

### Ahmedabad Municipal Corporation

Establishing/ Setting-up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) at various 54 Locations within AMC limit with Public Private Partnership (PPP) mode

### Form 1: Company/ Individual Profile

Bidder company details (use the following format):

Sr. No.	Item	Details	Page No. of the Proof Document
1	Name, Designation and Contact Details of the Person Authorized to Make Commitments to the Authority		
2	Company Registration No. (Copy of the Registration Certificate to be attached)		
3	PAN No. (Copy of the Certificate to be attached)		
4	GST No. (Copy of the Certificate to be attached)		
5	Service Tax No. (Copy of the Certificate to be attached)		
6	Description of the background and organization of your company.		
7	Other details		

Name & Signature of Authorized Signatory of bidder  
(Seal of bidder)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

NB: Original to be submitted to AMC.

**Form 2: Format for Average Annual Turnover of the Bidder**

<b>Sr. No.</b>	<b>Financial Years</b>	<b>Average Annul Turnovers of the Bidder (INR )Lakhs</b>
<b>1</b>	<b>2021-2022</b>	
<b>2</b>	<b>2022-2023</b>	
<b>3</b>	<b>2023-2024</b>	
	<b>Average for three years</b>	<b>(Sum of above divided by 3)</b>

**Certificate from the Statutory Auditor**

This is to certify that [name of company] \_\_\_\_\_ [registered address] \_\_\_\_\_ has received the payments shown above against the respective years.

Name of Authorized Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Seal of Audit firm: \_\_\_\_\_

Name & Signature of Authorized Signatory of bidder  
(Seal of bidder)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

NB: Original to be submitted to AMC.



**Form 3: Format for Net worth of the Bidder**

Sr.No.	Financial Years	Net worth (INR Lakhs)
1	2021-2022	
2	2022-2023	
3	2023-2024	

**Certificate from the Statutory Auditor**

This is to certify that [name of company] \_\_\_\_\_ [registered address] \_\_\_\_\_ has net worth shown above against the respective years.

Name of Authorized Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Seal of Audit firm: \_\_\_\_\_

Name & Signature of Authorized Signatory of bidder  
(Seal of bidder)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

NB: Original to be submitted to AMC.

### Form 4: Bidder's Experience

**USE PROJECTS WITH COPY OF PROOF OF EXPERIENCE AS REQUIRED FOR MEETING THE MINIMUM QUALIFICATION CRITERIA PRESCRIBED. PROJECTS WITHOUT THE PROOF OF EXPERIENCE FROM RESPECTIVE CLIENTS WILL NOT BE CONSIDERED. EXHIBIT PROJECTS IN THE LAST THREE YEARS.**

<b>Assignment:1: Related to PCS/BSS: (Operators of public charging stations with ongoing experience of operating and maintaining at-least ONE public or captive charging points OR ONE functional battery swapping facilities anywhere the country)</b>	
Assignment Name, City and project cost:	
Approx. value of the contract (in INR in Lakhs):	
Country: Location within country:	
Name of Client	
Address:	
Start Date (Month/Year) & Status	
<b>Assignment:2: Manufacturers of EVs, or registered Start up with EV or Batteries or Advanced Chemistry batteries or EVSE with operations in India</b>	
Assignment Name and project cost:	
Approx. value of the contract (in INR in Lakhs):	
Country: Location within country:	
Name of Client	
Address:	
Start Date (Month/Year) & Status	
<b>Assignment:3: Related to E Vehicle Fleet Operation: Fleet operators (including delivery service providers) with a minimum fleet size of 30 E vehicles, with operations in India</b>	
Assignment Name and project cost:	
Approx. value of the contract (in INR in Lakhs):	
Country: Location within country:	
Name of Client	
Address:	
Start Date (Month/Year) & Status	
<b>Assignment:5: DISCOM</b>	
Name of DiSCOM	
Operations State	
<b>Assignment:6: Govt. Agency</b>	

Name of Govt. Undertaking	
Details of State/ Central/PSU/Undertaking	

Name & Signature of Authorized Signatory of bidder  
(Seal of bidder)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

NB: Original to be submitted to AMC

## Section: 6 Draft Agreement

**(For Each Location)- Need to have separate agreement for each location**

### Ahmedabad Municipal Corporation

**Location Site:** \_\_\_\_\_

Establishing/ Setting-up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) at \_\_\_\_\_ out of tender of 54 Locations within AMC limit with Public Private Partnership (PPP) mode

As per the Model Revenue (as suggested by MoP) Sharing Agreement between Ahmedabad Municipal Corporation (AMC) [Land-Ownning Agency (LOA)] and Charge Point Operator (CPO) for deployment of Public EV Charging Stations

**Model Revenue Sharing Agreement between Land-Ownning Agency (LOA) and Charge Point Operator (CPO) for deployment of Public EV Charging Stations**

This agreement is entered into this .... day of ..... <YYYY> at ....., India.

#### BETWEEN

**M/s. <Insert Name of Land-Ownning Agency- Ahmedabad Municipal Corporation (AMC)>** which expression shall unless repugnant to the context or meaning thereof, include successors and assigns of the **FIRST PART**.

#### AND

**M/s. <Name of CPO>** a Company registered under the 1956 Act, having its registered Office at <CPO registered address> (hereinafter referred to as “<CPO>” which expression shall mean and include its successor(s), administrator(s) and assigns) of the **SECOND PART**.

<LAND OWNING AGENCY- Ahmedabad Municipal Corporation (AMC) > and <CPO> are hereinafter individually referred to as the “**Party**” and collectively as the “**Parties**”.

#### WHEREAS:

- A. <Details of <LAND OWNING AGENCY- Ahmedabad Municipal Corporation > "Amdavad Municipal Corporation, Mahanagar Seva Sadan. Sardar Patel Bhavan, Danapith, Ahmedabad – 380001. Gujarat, India
- B. <Details of CPO (Name & Address)>
- C. <CPO> intends to establish, setup and operate Charging Point(s) (defined herein below) for charging of electric vehicles at identified sites operated by <<LAND OWNING AGENCY>>Ahmedabad Municipal Corporation (AMC) and<LAND OWNING AGENCY>Ahmedabad Municipal Corporation (AMC) intends to grant permission to <CPO NAME> to set up Public EV Charging Stations at selected sites in ..... (Hereinafter referred as “Public Charging Station Locations/ SOL”) and manage the same at <LAND OWNING AGENCY>Ahmedabad Municipal Corporation (AMC) sites on mutually agreed terms and conditions outlined in this Agreement.

D. In consideration of the above, this Agreement sets out the intent of the Parties in relation to the said proposal.

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions and understandings set forth in this Agreement, the Parties hereby agree as follows:

1. **Definitions:** The following capitalized terms wherever used in this AGREEMENT shall have the meanings given hereunder:

“**Public EV Charging Stations(s)**” means a device or station that supplies power to charge the batteries of an electric vehicle.

“**CPO**” mean Charger Point Operator.

“**AC**” shall mean Alternating Current charging; “**DC**” shall mean Direct Current charging;

“**GST**” shall mean Goods and Services Tax.

“**Installation Work**” means the construction and installation of the Public Charging stations and upstream supply, (if required) System and the operation and maintenance thereof, all performed by or for <CPO NAME> at the identified site.

“**KW**” shall mean rating of public EV Charger.

“**Operating Cost**” shall include direct electricity energy charge payment through payment gateway service provider appointed by <CPO NAME>, salary of supervisor or equivalent level person designated for managing the backend system, salary for semi-skilled/ skilled workers appointed by <CPO NAME> for maintenance of chargers, annual maintenance cost of chargers, telecommunication cost, IT System cost and customer support.

“**Projects/ Charging Locations** shall have a meaning ascribed in above Recital C hereof; “**SOL**” means sites owned and/or operated by <LAND OWNING AGENCY>. Ahmedabad Municipal Corporation (AMC)

“**Term**” shall mean 10 years with Annual Maintenance Cost (AMC) starting from the earlier of: (a) six months from the Effective Date, or (b) the date of installation of the last Charging Point at the identified SOL in terms of this Agreement.

Effective Date: DD/MM/YYYY

“**System**” includes the Charging Points, assemblies, converters, switches, wiring devices and wiring, and all other material/civil works comprising the Installation Work.

2. **Proposal:**

- a. M/s CPO Name has proposed to establish and operate up to .....no. of Public Electric Vehicle Charging Point(s) at SOL owned and/or operated by Land owning agency. For Setting up of such Public EV charging stations by M/s CPO, Land owning agency would provide the required space of about **40-60 Sq.mt.** within the premises of the identified locations subject to feasibility in order to develop the required infrastructure for charging of electric vehicles.
- b. The Parties are keen to develop partnership for the Projects/ Public EV Charging Locations at <Location Address> and may discuss further expansion at other locations, at the sole discretion of M/s <CPO Name>.
- c. The Parties shall jointly select the identified locations based on availability of space and feasibility of operation of the Public Charging Stations without affecting regular operation of the identified locations.
- d. M/s <CPO NAME> agrees to establish setup and operate ..... nos. of charging points at each public charging station. The Charging Station shall have charger's in accordance with Guidelines notified by the Ministry of Power. The charging infrastructure so installed shall comply with the government/ministry of power guidelines and regulations for

- performance, safety & quality from time to time.
- e. M/s <CPO NAME> agrees to invest in setting up and operating the public charging stations including separate power connection, transformer and meter, if required, at its own cost, and shall upgrade and refurbish the Public Charging Stations, in line with the technology advancements and business needs, from time to time. The cost of monthly electricity bills including surcharge, duty, contingency for power purchase adjustment charges, etc. and all operating and maintenance expenses related to Charging Points shall be borne by M/s <CPO NAME>.
  - f. The Parties agree that the Public Charging Stations may be operated through a cloud- based solution technology developed and owned by M/s <CPO NAME> and manpower deployed at the identified locations by M/s <CPO name>
  - g. The Parties agree that all applicable statutory approvals/ permissions from the respective authorities for the Public Charging Stations shall be procured and obtained by M/s <CPO NAME>. <LAND OWNING AGENCY – Ahmedabad Municipal Corporation (AMC) > shall provide all assistance to M/s <CPO NAME> to enable M/s <CPO NAME> to obtain the consents, clearances and permits, and the governmental approvals in a timely manner in connection with the Project. Further, <Land owning agency> agrees to assist in obtaining separate power connection or enhancing the power supply at each location, if required by M/s <CPO NAME> in connection with the Project.
  - h. M/s <CPO NAME> shall arrange deployment of qualified and suitable manpower and required necessary tools, logistics, spares & consumables during installation, commissioning and O&M of Public EV charging stations at SOL. <LAND OWNING AGENCY> hereby grants to M/s <CPO NAME> a right, co-terminus with the term to ingress and egress the location and access to electrical panels and conduits to interconnect or disconnect the System with the SOL electrical wiring.
    - i. M/s<CPONAME> shall perform all necessary electrical work for EV Charging station and prepare all drawing plan layout, SLD etc. at its own expense.
    - ii. M/s<CPONAME> shall do DSITC of electrical work required for EV Charging at its own expense.
    - iii. M/s<CPONAME>has to apply and obtain required power connection and coordinate with Distribution Company for power connection and Load sanctioning at its own expense.
    - iv. M/s<CPONAME> shall provide electrical Earthing for all EV charging units and electrical Panels.
  - i. Safety is of paramount importance and M/s <CPO NAME> shall take all safety precautions in connection with the setting up and operation of the Public Charging Stations to ensure safety to the user. <LAND OWNING AGENCY>Ahmedabad Municipal Corporation (AMC) agrees to ensure to provide safe and secure environment to install and operate the System. In the event of any damage to the land-owning agency facilities, property due to any fault in the M/s <CPO NAME>'s equipment, M/s <CPO NAME> will be liable to make good the losses to SOL for the same.
  - j. <LAND OWNING AGENCY>Ahmedabad Municipal Corporation (AMC) agrees and confirms that the Public Charging Locations (including the unfettered access to the identified space for the respective <LAND OWNING AGENCY>Ahmedabad Municipal Corporation (AMC) shall be free from encumbrances or hindrances, and if during the installation and operation period, the same is identified by M/s <CPO NAME>, then <LAND OWNING AGENCY>Ahmedabad Municipal Corporation (AMC) shall remove the encumbrance or hindrance or provide suitable space for the System.
  - k. The M/S <CPO NAME>agrees to ensure; (a) Planning and designing the charging infrastructure in relation to the Projects; (b) Investment in the Projects; (c) Operating and maintaining the Projects; and (d) Managing the Projects using cloud-based solution system

- software.
- l. <LAND OWNING AGENCY>Ahmedabad Municipal Corporation (AMC) shall not directly or indirectly cause, create, incur, assume, or suffer to exist any lien on or with respect to the System or any interest therein. The Project and the System shall remain the property of M/s <CPO NAME> and shall not attach to or be deemed a part of, or fixture to the <LAND OWNING AGENCY>Ahmedabad Municipal Corporation (AMC).
  - m. In case, requires additional transformer or any expenses for providing the power, the same shall be incurred by M/s <CPO NAME>. In the event of the Govt. announcing a policy for subsidized power charges for EV charging stations, then M/s <CPO NAME> shall make necessary arrangements including separate meter and approvals as required at their own cost to avail the lower tariff. Besides,
    - i. M/s<CPONAME>has to apply and obtain required power connection and coordinate with Distribution Company for power connection and Load sanctioning at its own expense.
    - ii. In case, requires additional transformer, H.T. Discom meter Room, H.T. panel with circuit breaker, L.T. panel with relevant civil works or any expense for providing power, the same shall be incurred by M/s<CPONAME>.
    - iii. In the event of the Govt. announcing a policy for subsidized power charges for EV charging stations, then M/s<CPONAME> shall make necessary arrangements including separate meter and approvals as required at their own cost to avail the lower tariff.
  - n. The number of identified locations considered for Public EV Charging Stations would not be a binding number and could be amended seeing the potential, increase in business volume, less vehicle turnaround etc., if any.
  - o. The number of Public EV Charging Stations in a cluster would be tentative and could increase / decrease subject to joint agreement between <LAND OWNING AGENCY>Ahmedabad Municipal Corporation (AMC) and M/s. <CPO NAME>. The addition or deletion of EV Charging Stations could be subsequently conveyed to each other in writing.
  - p. Branding: <LAND OWNING AGENCY>Ahmedabad Municipal Corporation (AMC) and M/s. <CPO NAME> shall do joint branding of the venture to create positive long- term association, market penetration, to create synergies based on unique strengths of each parties/brand, gain market share, and increase revenue and also to boost the reputation of the parties in this project.
    - i. M/s. <CPO NAME> shall not have any rights of advertisement at the public charging stations/locations.
    - ii. M/s. <CPO NAME> may display hoarding/ signage's indicating the location of charging units for the promotion and awareness adding value to this Project by attracting E-vehicle owners and the public.

### 3. Payment of License Fee and Revenue Share:

- a. CPO require to bid at the quoted rate of ₹ per kWh. This is to be quoted here in price bid. CPO shall pay to Ahmedabad Municipal Corporation (AMC) Rs. ₹ /kWh from charging business starting from 1st year, of billed units from charging business to Ahmedabad Municipal Corporation (AMC) within 15 days after end of Quarter. CPO shall also agree for paying 10% each year in revenue sharing. CPO shall agree for Revenue sharing as explained below:

No	Year	Revenue sharing with AMC for _____ location
1	First	Rs. X * 1/kWh
2	Second	Rs. X * 1.10/kWh
3	Third	Rs. X * 1.21/kWh
4	Fourth	Rs. X * 1.33/kWh
5	Fifth	Rs. X * 1.46/kWh
6	Six	Rs. X * 1.61/kWh
7	Seven	Rs. X * 1.77/kWh
8	Eight	Rs. X * 1.95/kWh
9	Nine	Rs. X * 2.14/kWh
10	Ten	Rs. X * 2.36/kWh
<b>END of TENURE / AGREEMENT</b>		

- b. Fixed Parameter - Full Advance Payment of Rent for full year for Land offered by AMC:** Addition to the sharing of revenue, CPO has to pay rent at the rate of 5% of Jantri rate per sq.mt per annum of land area. Plot area and Jantri rate and derived land rent per sq.mt per annum and total approximately land rent per sq.mt per annum is as shown in **Appendix:2** Land Rent shall also be increased at the rate of 10% on each year.
- c.** Full amount of Land Rent shall have to pay by CPO to AMC without failed within 10 days beginning of each year.
- d.** Revenue Sharing amount shall have to pay by CPO to AMC without failed within 10 days after end of each month.
- e.** In case of failure of paying rent for land or revenue sharing land possession with installed infrastructure will be taken by AMC without notice. Security Deposit of the CPO will be forfeited and license to run CPO will be cancelled.
- f.** To revenue sharing, M/s <CPO NAME> shall furnish the complete details of accounting of the billed units to <LAND OWNING AGENCY> Ahmedabad Municipal Corporation (AMC) for transparency and shall be governed by confidentiality under this Agreement. M/s <CPO NAME> shall promptly pay the bill on monthly basis within 10 days of demand for electrical energy consumed for charging electric vehicles at the said locations as per actual minimum charges /as per actual.

#### 4. Payment of Taxes

M/s <CPO NAME> shall pay all the statutory levies and taxes imposed by the Government or any other authorities present or future on the operation of EV charging stations. Further, M/s <CPO NAME> shall also pay to <LAND OWNING AGENCY> Ahmedabad Municipal Corporation (AMC) increase in the taxes and/or any levies on the land area used specifically for Public EV charging station, by any local authority including Municipal corporation/municipality/gram panchayat or any other statutory authority or by the government except property tax. M/s <CPO NAME> shall pay property tax.

#### 5. Insurance

M/s <CPO NAME> shall always and from time to time at its own cost and expense take out adequate and proper insurance during the continuance of this agreement from a well



reputed insurance company against all risks including third party risk to persons and properties, fire and explosion risk and riot risks etc. covering operation of the Public Charging stations installed at SOL.

**6. Standard Indemnification:** Each party (indemnifying party) agrees to indemnify, defend, and hold the other party (indemnified party) harmless from and against:

- a. Any third party claim (including intellectual property infringement claim), liability, obligation, loss, damage, deficiency, assessment, judgment, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character, arising out of or in any manner solely attributable to any failure of the indemnifying Party to perform its obligations described hereunder, gross negligence or willful misconduct in the fulfillment of its obligations hereunder or for infringing the intellectual property rights of any third party.
- b. Any claim, liability, obligation, loss, damage, deficiency, assessment, judgment, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character arising from claims or sanctions or penalties imposed by any regulatory authority for failure by a Party or any of its respective officers, directors, employees, servants, sub-contractors or agents to comply with any applicable laws, rules and regulations.
- c. Any claim, liability, obligation, loss, damage, deficiency, assessment, judgment, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character with respect to any damage to or loss of property of a third party arising out of acts or omissions by a Party or any of its respective officers, directors, employees, servants, sub- contractors, or agents in the performance of its obligations under this agreement.

**7. Term & Termination**

- a. This Agreement shall come into force from the Effective Date of this agreement and remain in force during the 'Term' as defined under Definitions above. The agreement shall be further extended for a period as decided and agreed mutually in writing by the Parties. The Agreement may be terminated / exited by the Parties prior to the scheduled validity period due to any one of the following reasons:
- b. Any misrepresentation, breach or violation of the terms of this Agreement by either of the Parties.
- c. If <LAND OWNING AGENCY>Ahmedabad Municipal Corporation (AMC) fails to provide the Charging Locations for locating the Charging Points at the identified SOL or M/s <CPO NAME> failing to install the charging Points at the identified SOL within a reasonable time as agreed mutually; and with mutual consent of both the parties without assigning any reason.
- d. Upon such early termination, M/s <CPO NAME> shall have the right to dismantle all the System, equipment and Charging Points and take control in its custody, the Charging Points, System and equipment. <LAND OWNING AGENCY>Ahmedabad Municipal Corporation (AMC) shall have no right to claim and recover any of the Charging Points and the System from any Charging Locations at the identified locations and the equipment/ infrastructure establishment by M/s <CPO NAME>.

- 8. Representations and Warranties: Each Party represents and warrants to the other Parties that:**
- a. it has power to execute, deliver and perform its obligations under the Agreement and all necessary corporate and other actions have been taken to authorize such execution, delivery and performance.
  - b. it has all requisite power and authority and does not require the consent of any third party to enter into this AGREEMENT and grant the rights provided herein.
  - c. it is following all applicable laws and regulations, as may be applicable to it.
  - d. the execution, delivery and performance of its obligations under the Agreement does not and will not: (i) contravene any applicable law, or any judgment or decree of any court having jurisdiction over it; or (ii) conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.
  - e. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; and
  - f. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this AGREEMENT.
- 9. Confidentiality**
- 9.1. During the subsistence of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Party receiving any information and/or document which are marked as Confidential (here in after referred to as the "Confidential Information") shall:
- a. Keep the confidential Information confidential.
  - b. Do not disclose the Confidential Information to any other person without the prior written consent to the Party disclosing such information (here in after referred to as the "**Disclosing Party**") except to its employees, agents, shareholders, investors, partners, and advisors on a strictly need-to-know basis, and upon such person executing a non-disclosure undertaking in respect of the Confidential Information in a format reasonably satisfactory to the Disclosing Party.
  - c. Do not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement; Without the prior written consent of the Disclosing Party, not to make a public announcement or any other disclosure of the Confidential Information except as required by any legal stipulation applicable to it. In case of such disclosure required by legal stipulation, a Party which is required to make such disclosure shall, as soon as practicable after it is made aware of the requirement to make such disclosure, inform the Disclosing Party of the need to disclose such Confidential Information, the content thereof and the legal stipulation which requires disclosure of such Confidential Information.
- 9.2. The obligations contained in the relevant clauses above shall not apply to any Confidential Information which:
- a. is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by such Party; can be shown by the Party receiving the information to the reasonable satisfaction of the Disclosing Party that the same was known to such Party prior to the disclosure.
  - b. Subsequently comes lawfully into the possession of the Party receiving such information from a person other than the Disclosing Party.

- c. or such information which any Party is required to disclose by law, by a court of competent jurisdiction or by another appropriate regulatory body, provided that the Party required to disclose shall use reasonable endeavors to consult with the Disclosing Party and take into consideration is reasonable requests in relation to such disclosure.

#### 10. Notice

**All communication, demand and notices required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth herein, or at such other address as the Parties may from time to time designate in writing:**

**M/s <CPO NAME>:**

**Address: -**

.....

.....

.....

**Fax No.: Email id:**

**LOA:**

**Address: Email id: -**

**Any Notice, demand or other communication shall be sent by registered post / hand delivery. Intellectual Property Rights**

Intellectual Property Rights owned by each respective Party shall remain the property of such Party and nothing in this AGREEMENT shall be taken to represent an assignment, license or grant of other rights in or under such Intellectual Property Rights to the other Party. All right, title and interest to all Intellectual Property of each Party as of the Effective Date of this AGREEMENT, including that which is or may become protectable by patent, copyright, trademark, trade secret or similar law, shall remain exclusively with that Party.

#### 11. Governing Law and Jurisdiction

This AGREEMENT shall be governed by and construed in accordance with the laws of India. Courts at Ahmedabad, Gujarat, India shall have exclusive jurisdiction in respect of matters arising out of or in relation to this AGREEMENT.

#### 12. Dispute Settlement

The Parties hereby agree that they shall work together to resolve any disputes that may arise under, in relation to or in connection with this Agreement (referred to in this clause as a "Dispute"). In the event such Dispute is not resolved amicably within 60 (sixty) days of the date of receipt of notice issued by disputing party with respect to same by the non-disputing party then in such case all Dispute shall be settled by binding arbitration pursuant to the Arbitration and Conciliation Act, 1996, as amended ("Arbitration Act"), in following manner:

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this agreement, such dispute or difference shall be resolved through arbitration as per the procedure mentioned herein below:

- a. The dispute or difference shall be referred to a sole arbitrator.
- b. The arbitration shall be through High Court Mediation and Arbitration Centre at High Court of Judicature at Ahmedabad for the state of Gujarat.
- c. The rules of the above-mentioned Institutional Arbitration Forum shall be applicable to

- the arbitral proceedings.
- d. The Indian Arbitration & Conciliation Act 1996 and Arbitration and Conciliation (amendment) Act 2015 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under the clause.
  - e. The seat of arbitration shall be at Ahmedabad<city name>, Gujarat <state name>, India.
  - f. The proceedings shall be conducted in English language.
  - g. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.
  - h. The following shall not be referred to arbitration: Disputes having financial claims less than Rs. 5 Lakhs.

**Notwithstanding anything contained herein above (except 'h') upon arising of dispute the parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator.**

**13. Limitation of Liability**

Notwithstanding anything in this AGREEMENT to the contrary and to the extent permitted by applicable law, in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages. A Party will not be in breach of the AGREEMENT or be liable to the other Parties if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, legislation, regulation, order or other act of any Government or Governmental agency.

**14. Waiver**

Failure of a Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by a Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by the concerned Party.

**15. Assignment**

Except as provided in this Agreement, none of the Parties shall be entitled to assign their rights and obligations under the Agreement to a third party without the prior written consent of the other Party, except to its affiliate companies.

**16. Amendment**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the Parties.

**17. Severability**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall

remain in full force and effect. Further, the Parties shall Endeavour to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.

**18. Entire Agreement**

This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement contains the sole and entire understanding and agreement between the Parties hereto with respect to the subject matter contained herein.

**19. Force Majeure**

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this AGREEMENT due to the exigency of one or more of the force majeure events which are beyond the reasonable control of the Party concerned such as but not limited to acts of God, wars, floods, earthquakes, lawful strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotions etc. provided on the occurrence and cessation of any such event, the Party affected thereby shall give a notice in writing to the other Party within one (1) month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the Parties shall jointly decide about the future course of action.

**20. Survival**

Those Clauses that by its nature should survive expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement. It specifically clarified that the provisions of Clauses 9 (Representations and Warranties), Clause 10 (Confidentiality), Clause 12 (Intellectual Property Rights), Clause 13 (Governing Law and Jurisdiction) and Clause 14 (Dispute Settlement) shall survive expiration or termination of this Agreement.

**21. Counterparts**

This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute the same instrument.

**22. Miscellaneous**

- a. It is agreed and understood by the Parties that this Agreement is a legally binding contract and under no circumstances shall stand terminated, except in terms of Clause 3 of this Agreement.
- b. This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties.
- c. The Parties shall not use each other's name and/or trademark/logo or publicize or release any information about this Agreement or its contents or market, publish, advertise in any manner any information without prior written consent of the other Party.

**23. Rules of Interpretation**

- a. Irrelevance of Gender and Plurality. The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter

forms.

- b. Internal References. All references herein to Clauses and Annexure shall be deemed to be references to Clauses of and Annexure to, this Agreement unless the context shall otherwise require. All Annexure attached hereto shall be deemed incorporated herein as if set forth in full herein. The terms “clause(s)” and “sub- clause(s)” shall be used herein interchangeably. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “include”, “includes”, and “including” shall be deemed to be followed by the words “without limitation”.
- c. Default Rules. Unless expressly contradicted or otherwise qualified, (i) all references to a Person also refer to that Person’s successors and permitted assigns, including permitted transferees, and (ii) all references to and definitions of any agreement, instrument or statute herein or in any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as from time to time may be amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.
- d. Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.
- e. Clause Heading: The clause heading contained in this Agreement are for the convenience of the Parties and shall not affect the meaning or interpretation of this Agreement.

## **24. GENERAL PROVISIONS**

- a. If any provision of this AGREEMENT is held to be invalid or unenforceable to any extent, the remaining provisions of this AGREEMENT shall not be affected thereby and each remaining provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this AGREEMENT shall be replaced with a provision which is valid and enforceable and reflects, to the maximum extent possible, the original intent of the unenforceable provision.
- b. Each Party will be solely responsible for its own acts and omissions (and the acts and omissions of its employees and other agents) and neither Party will have the authority nor will purport to act for, or legally binding, the other Party in any transactions with a third party except as agreed in writing by the Parties.
- c. The release of any information and of all public announcements (other than when such disclosure is required under any applicable law) related to such projects by a Party shall be subject to the prior written approval of the other Party, unless required under stock exchange regulations/SEBI.
- d. This Agreement shall not be amended, modified or supplemented without prior written consent of the other Party.

**In Witness Where of the Parties Here to Have Signed This MoA induplicate on The \_\_\_\_\_Day,\_\_\_\_Month and\_\_\_\_Year Here in Above Written in The Presence of: For <LAND OWNIN AGENCY> Ahmedabad Municipal Corporation (AMC) For M/S <CPO NAME>**

**Signed & Sealed**

**Signed & Sealed**

**WITNESS:**

**WITNESS:**

1.

1.

2.

2.

# AHMEDABAD MUNICIPAL CORPORATION

"Ahmedabad Municipal Corporation"  
Mahanagar Seva Sadan. Sardar Patel Bhavan  
Danapith, Ahmedabad – 380001. Gujarat, India.

**e- Tender No.:** AMC/EV-CHARGING/2025/54



**Establishing/ Setting-up of EV Public Charging Stations (PCS) &  
/ or Battery Swapping Stations (BSS) on land offered by  
Ahmedabad Municipal Corporation (AMC) at various 54  
Locations within AMC limit with Public Private Partnership (PPP)**

**Volume: 2  
Price Bid**

Milestone Dates	
Pre- Bid Meeting	<u>21-02-2025</u> at 12:30 Hrs. at AMC
Last date of submission of online Technical & Financial (Price) bid	<u>15-03-2025</u> up to 16:00 Hrs.
Last date of submission of hard copies of technical bid and documents	<u>18-03-2025</u> up to 16:00 Hrs.
Opening of the Technical bid (Volume-1)	<u>18-03-2025</u> at 17:00 Hrs.
Opening of the Financial (Price) bid (Volume-2)	Will be informed to Technically Qualified bidders only.



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## Ahmedabad Municipal Corporation

Establishing/ Setting-up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) at lot various 54 Locations within AMC limit with Public Private Partnership (PPP) mode.

### How to Quote Tender?

1. As this is an e-tender and hence, bidder should quote the bid amount in “Price-Bid” on n-procure web site portal only. Physical and hard copy shall not be approved in any case.
2. Public Charging Point Operator (CPO) can charge as per the Govt. of Gujarat tariff rate and time to time revision on that. For that, it is required to get AMC’s permission
3. The electricity expenses (including charges for taking connection and monthly bills) shall be borne by the Public Charger Point Operator (CPO) and unless explicitly mentioned in the agreement signed between AMC and the Charger Point Operator (CPO), AMC shall not bear any obligation towards bearing electricity expenses (installation as well as billing or any incidental expenditure thereof). If any such costs have to be shared by AMC, explicit and separate approval of AMC Municipal Commissioner shall be needed.
4. The Charger Point Operator (CPO) should share a broad break up of billing logics as well as pricing for charging for a transparent understanding of AMC.
5. The charging infrastructure of the Charger Point Operator (CPO) should have a transparent and open billing mechanism and its details should be shared with AMC as and when demanded in the event AMC receives a complaint regarding any discrepancy in billing mechanism. A summary of previous month should be shared every month before 15<sup>th</sup> of the current month through email or physical intimation.
6. The Charger Point Operator (CPO) shall have the liberty of adopting various billing models, including, but not limited to, pay-per-use model or bundled offers etc. and the charging tariffs for which shall be made known to end users through Mobile App/Official website and such proposed tariffs in various categories and for various vehicles (if any) should be shared with AMC before such EV charging operation becomes live or tariffs are put into operation. Any change in such tariffs should be intimated to AMC before such change is put into effect.
7. **Payment of Taxes:** The Charger Point Operator (CPO) shall pay all the statutory levies and taxes including GST share of AMC imposed by the Government or any other authorities present or future on the operation of EV charging stations. Ahmedabad Municipal Corporation (AMC) shall pay property tax.
8. **Insurance:** The Charger Point Operator (CPO) shall at all times and from time to time at its own cost and expense take out adequate and proper insurance during the continuance of the agreement

from a well reputed insurance company against all risks including third party risk to persons and properties, fire and explosion risk and riot risks etc. covering operation of the Public Charging stations.

- 9. Calculation of Energy Consumption for Revenue Sharing:** For the purpose of revenue sharing, CPO shall furnish the complete details of accounting of the billed units to Ahmedabad Municipal Corporation (AMC) for transparency and shall be governed by confidentiality under the Agreement. CPO shall promptly pay the bill on monthly basis within 10 days of demand for electrical energy consumed for charging electric vehicles at the said locations as per actual minimum charges /as per actual. The charges should be paid to the Ahmedabad Municipal Corporation (AMC) till such time a separate meter is obtained in the name of CPO. After obtaining a separate meter in the name of CPO, the electricity charges shall be directly paid by CPO based on the electrical energy consumed for charging EVs at each location. Dispute resolution mechanism of electricity bills, if any, to be taken up with relevant DISCOM with support from land owning agency- Ahmedabad Municipal Corporation (AMC).

## 10. Bid Parameters

- Bid Parameter- Payment of License Fee and Revenue Share:** CPO require to bid at the quoted rate of **Rs. X per kWh**. This is to be quoted here in price bid for each location. CPO can quote one, more or all site. CPO has to pay EMD for each location for he wishes to quote. CPO shall pay to Ahmedabad Municipal Corporation (AMC) **Rs. X per kWh** from charging business starting from 1st year, of billed units from charging business to Ahmedabad Municipal Corporation (AMC) within 15<sup>th</sup> days after end of Quarter. CPO shall also agree for paying 10% each year in revenue sharing. CPO shall agree for Revenue sharing as explained below:

No	Year	Revenue sharing with AMC for each location
1	First	Rs. X * 1/kWh
2	Second	Rs. X * 1.10/kWh
3	Third	Rs. X * 1.21/kWh
4	Fourth	Rs. X * 1.33/kWh
5	Fifth	Rs. X * 1.46/kWh
6	Six	Rs. X * 1.61/kWh
7	Seven	Rs. X * 1.77/kWh
8	Eight	Rs. X * 1.95/kWh
9	Nine	Rs. X * 2.14/kWh
10	Ten	Rs. X * 2.36/kWh
<b>END of TENURE / AGREEMENT</b>		

- Fixed Parameter - Full Advance Payment of Rent for full year for Land offered by AMC:**  
 Addition to the sharing of revenue, CPO has to pay pre Sq.mt. land rent at the rate of 5% of Jantri rate per sq.mt per annum of land area. Plot area and Jantri rate and derived land rent pr sq.mt per annum and total approximately land rent per sq.mt per annum is as tabulated under:

Sr. No.	Location of Plot	per Sq.mt. land rent at the rate of Jantri 5% per sq.mt per annum	Remarks
1	Near Rakshashakti Circle, Opposite Chandra Singh Chapra	2750	
2	Khadia Police Station, Khadia	1950	
3	Sardar Patel Bhavan, Danapith	2400	
4	AMC Central Workshop, Jamalpur	1800	
5	D-Wing, Sardar Patel Bhavan, Danapith	2400	
6	Near Kirti Apartment, Near Rachna School, Opposite Civil Hospital, Shahibaug-Asarwa Sub Zonal office	1450	
7	Dariapur-Shahpur, Sub-Zonal Office, Near Dudheshwar Water Works	2750	
8	Ramol-Hathijan - Bhaipura- Hatkeswar Sub-Zonal Office, Opposite Nutan School, Near Ishwarkripa Duplex. East Maninagar	1135	
9	Odhav-Nikol Sub-Zonal Office, Near Ramani Garden, Sukan Char Rasta, Nikol	433	
10	Harubhai Mehta Bhawan, Viratnagar Char Rasta, Zonal Office	740	
11	Chandkheda Sub Zonal Office (New) Sona Cross Road,	1100	
12	Beside Silver Avenue Complex, Behind Vishwakarma College, New CG Road, Chandkheda	1550	
13	Chandkheda, Near Chandkheda Bus Stand, Opposite Rudraksh Complex,	625	
14	Behind cooperation plaza, opposite maitri garden, motera	1300	
15	Near IDP school, Motera	1550	
16	Plot adjacent to Sukan Smile	1275	
17	Nava Vadaj Bus Stand, Near Akhbar Nagar Circle, Nava Vadaj	1525	
18	Opposite Mehsana Society, Bhimjipura, Old Vadaj,	1500	
19	Gujarat College Railway Overbridge (Kavi Nanhalal Bridge)	3500	
20	Dr. Ramanbhai Patel Bhavan, Usmanpura Char Rasta, Zonal Office	3500	
21	Paldi-Vasna Sub-Zonal Office, Vasna Barrage Road, Near Divine Life School, Vasna	2750	

22	Sabarmati-Chandkheda Sub-Zonal Office, Opposite Torrent Powerhouse, Near Chimanbhai Bridge, Sabarmati	1300	
23	Ranip Railway Overbridge	1050	
24	Synthetic Garden, Makarba, Ahmedabad	775	
25	Opposite Shreyas Complex, Bakeri CT Road, Vejalpur	1550	
26	Under Jivaraj Park Bridge, Opposite Sun Gravitas, Beside Ranbasera, Near Shyamal Char Rasta, Vejalpur	3150	
27	Sarkhej-Jodhpur Sub-Zonal Office, Opposite Makarba Police Quarter, Near Water Tank, Sarkhej	675	
28	Maktampura-Vejalpur Sub-Zonal Office, APMC. Near the market, wide four roads	1375	
29	CTM Four road	500	
30	Near VatwaTurnig, Next to Narol Wise Man, Mutton Lane,	575	
31	Near Muster Station, Khodiyarnagar Char Road,	1075	
32	Near Bibi Lake Char Road, Vatwa	510	
33	Sri Guruji Railway Overbridge (South)	650	
34	Vatwa Railway Overbridge	520	
35	Vedanta 98, Near Canal, Behind Sri Radhe Royal, G.E.B. Near, Naroda	475	
36	Near ShyamUpavan, Behind Ganesh Icon, Near MuthiyaTolanaka	450	
37	Near Infectious Disease Hospital Quarters, Opposite Radha Kishan Bungalows, Chiloda	725	
38	RP VASANI to Sentosa Habitat. Opposite Vasani School, Naroda	490	
39	Opposite Samved Exotica, next to Divit Hall	640	
40	Near AMC Library Madhavamall, near Krishna children's hospital	640	
41	Nandlal Wadhwa Hall, Kalyanchowk, Thakkarbapanagar	638	
42	New Urban Health Centre, Maniba School in Khancha, Thakkarbapanagar	638	
43	Naroda Road, Near Naroda Fruit Market	700	
44	Opposite Saijpur Tower, Naroda Road	725	
45	Lalbhai Kasturbhai Railway Overbridge, Memco	1100	
46	Saraspur-Bapunagar Sub-Zonal Office, Margha Farm Road, Malek Shaban Lake, Behind Lal Bahadur Stadium	1078	
47	ThakkarbapaNagar,India colony BRTS. Near Bus Stand, Near Arvind Mill	700	
48	Sardarnagar Sub-Zonal Office, Sardarnagar Township, Police Station, Sardarnagar	1500	

49	Saijpur Urban Health Centre, Behind Petrol Pump, Memco	800	
50	Naroda Sub-Zonal Office, Ichapurti Ganesh Gali, Near Naroda Water Tank, Naroda	750	
51	Chanakyapuri Railway Overbridge	700	
52	Nanaji Deshmukh Railway Overbridge Sola	1050	
53	Sunder Singh Bhandari Railway OverbridgeGota	1150	
54	Under Chanakayapoori Overbridge, Ghatlodia	700	

- Land Rent shall also be increased at the rate of 10% on each year.
- Full amount of Land Rent shall have to pay by CPO to AMC without failed within 10 days beginning of each year.
- Revenue Sharing amount shall have to pay by CPO to AMC without failed within 10 days after end of each month.
- In case of failure of paying rent for land or revenue sharing land possession with installed infrastructure will be taken by AMC without notice. Security Deposit of the CPO will be forfeited and license to run CPO will be cancelled.

## Ahmedabad Municipal Corporation

Establishing/ Setting-up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) at various 54 Locations within AMC limit with Public Private Partnership (PPP) mode.

### Undertaking

To  
The Commissioner  
Ahmedabad Municipal Corporation  
Ahmedabad

Dear Sir,

We, the undersigned offer by our technical proposal and price proposal Establishing/ Setting- up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) at 54 Location offered by Ahmedabad Municipal Corporation (AMC) on Public Private Partnership (PPP) Model in accordance with your request vide tender No. \_\_\_\_\_ dated \_\_\_\_\_.

Our financial proposal is to be evaluated considering following parameters:

Sr. No	Item	Quoted Rate in ₹ for each site
1.	Revenue sharing for 4W, 3W,2W Slow, Moderate, Fast charging or/ and BSS based on Energy Charge with Minimum Rs.1 per kWh (Unit) <b>(BID PARAMETER)</b>	₹ _____per kWh for each site. (Excluding GST)
2	Land rent per sq.mts/per annum at 5% of Jantri value of specified for each location with the rise of 10% per every year. Please refer annexure for rent per sq.mts/annum. <b>(FIXED PARAMETER)</b>	Advance full Rent at the rate of 5% of Jantri value rate per sq.mt per annum for each location of the land so with the rise of 10% per sq.mt every year. (beginning from April)

This is to be quoted in following PRICE BID:

Sr. No.	Location of Plot (Bidder can only quote for location for which EMD of Rs.1.00 lakh is paid for each quoted location) (Explanation if bidder is quoting for 10 locations, bidder has to deposit EMD of Rs.10.00 lakhs; if bidder is quoting for 15 locations, bidder has to deposit EMD of Rs. 15.00 lakhs like wise..)	Revenue sharing (Rs. per kWh for each site.) Minimum of Rs.1/kWh for each site. (BID PARAMETER)	Remarks
1	Near Rakshashakti Circle, Opposite Chandra Singh Chapra		
2	Khadia Police Station, Khadia		
3	Sardar Patel Bhavan, Danapith		
4	AMC Central Workshop, Jamalpur		
5	D-Wing, Sardar Patel Bhavan, Danapith		
6	Near Kirti Apartment, Near Rachna School, Opposite Civil Hospital, Shahibaug-Asarwa Sub Zonal office		
7	Dariapur-Shahpur, Sub-Zonal Office, Near Dudheshwar Water Works		
8	Ramol-Hathijan - Bhaipura- Hatkeswar Sub-Zonal Office, Opposite Nutan School, Near Ishwarkripa Duplex. East Maninagar		
9	Odhav-Nikol Sub-Zonal Office, Near Ramani Garden, Sukan Char Rasta, Nikol		
10	Harubhai Mehta Bhawan, Viratnagar Char Rasta, Zonal Office		
11	Chandkheda Sub Zonal Office (New) Sona Cross Road,		
12	Beside Silver Avenue Complex, Behind Vishwakarma College, New CG Road, Chandkheda		
13	Chandkheda, Near Chandkheda Bus Stand, Opposite Rudraksh Complex,		
14	Behind cooperation plaza, opposite maitri garden, motera		
15	Near IDP school, Motera		
16	Plot adjacent to Sukan Smile		
17	Nava Vadaj Bus Stand, Near Akhbar Nagar Circle, Nava Vadaj		
18	Opposite Mehsana Society, Bhimjipura, Old Vadaj,		
19	Gujarat College Railway Overbridge (Kavi Nanhahal Bridge)		
20	Dr. Ramanbhai Patel Bhavan, Usmanpura Char Rasta, Zonal Office		
21	Paldi-Vasna Sub-Zonal Office, Vasna Barrage Road, Near Divine Life School, Vasna		
22	Sabarmati-Chandkheda Sub-Zonal Office, Opposite Torrent Powerhouse, Near Chimanbhai Bridge, Sabarmati		



23	Ranip Railway Overbridge		
24	Synthetic Garden, Makarba, Ahmedabad		
25	Opposite Shreyas Complex, Bakeri CT Road, Vejalpur		
26	Under Jivaraj Park Bridge, Opposite Sun Gravitas, Beside Ranbasera, Near Shyamal Char Rasta, Vejalpur		
27	Sarkhej-Jodhpur Sub-Zonal Office, Opposite Makarba Police Quarter, Near Water Tank, Sarkhej		
28	Maktampura-Vejalpur Sub-Zonal Office, APMC. Near the market, wide four roads		
29	CTM Four road		
30	Near VatwaTurnig, Next to Narol Wise Man, Mutton Lane,		
31	Near Muster Station, Khodiyarnagar Char Road,		
32	Near Bibi Lake Char Road, Vatwa		
33	Sri Guruji Railway Overbridge (South)		
34	Vatwa Railway Overbridge		
35	Vedanta 98, Near Canal, Behind Sri Radhe Royal, G.E.B. Near, Naroda		
36	Near ShyamUpavan, Behind Ganesh Icon, Near MuthiyaTolanaka		
37	Near Infectious Disease Hospital Quarters, Opposite Radha Kishan Bungalows, Chiloda		
38	RP VASANI to Sentosa Habitat. Opposite Vasani School, Naroda		
39	Opposite Samved Exotica, next to Divit Hall		
40	Near AMC Library Madhavamall, near Krishna children's hospital		
41	Nandlal Wadhwa Hall, Kalyanchowk, Thakkarbapanagar		
42	New Urban Health Centre, Maniba School in Khancha, Thakkarbapanagar		
43	Naroda Road, Near Naroda Fruit Market		
44	Opposite Saijpur Tower, Naroda Road		
45	Lalbhai Kasturbhai Railway Overbridge, Memco		
46	Saraspur-Bapunagar Sub-Zonal Office, Margha Farm Road, Malek Shaban Lake, Behind Lal Bahadur Stadium		
47	ThakkarbapaNagar,India colony BRTS. Near Bus Stand, Near Arvind Mill		
48	Sardarnagar Sub-Zonal Office, Sardarnagar Township, Police Station, Sardarnagar		
49	Saijpur Urban Health Centre, Behind Petrol Pump, Memco		
50	Naroda Sub-Zonal Office, Ichapurti Ganesh Gali, Near Naroda Water Tank, Naroda		

51	Chanakyapuri Railway Overbridge		
52	Nanaji Deshmukh Railway Overbridge Sola		
53	Sunder Singh Bhandari Railway OverbridgeGota		
54	Under Chanakayapoori Overbridge, Ghatlodia		

The other liabilities of payment of power bill, all taxes including GST.

MC, duties, liabilities, insurance etc. will be borne by us and AMC will not be responsible to pay for any kind of due.

We know, this tender is limited to \_\_\_\_\_year. We also know, bidder has to quote for each site. Highest bidder for each site will be selected.

AMC will review the level of service during the first five years and may review for further \_\_\_\_\_ years after mutual agreement AMC reserves right to terminate out rightly without at any point of time during the tender period if PCS work is not up to the mark.

We agree for paying 10% each year in revenue sharing. If **Rs. X** is quoted rate by CPO then, CPO shall agree for Revenue sharing as explained below:

No	Year	Revenue sharing with AMC for each site
1	First	Rs. X * 1/kWh
2	Second	Rs. X * 1.10/kWh
3	Third	Rs. X * 1.21/kWh
4	Fourth	Rs. X * 1.33/kWh
5	Fifth	Rs. X * 1.46/kWh
6	Six	Rs. X * 1.61/kWh
7	Seven	Rs. X * 1.77/kWh
8	Eight	Rs. X * 1.95/kWh
9	Nine	Rs. X * 2.14/kWh
10	Ten	Rs. X * 2.36/kWh
<b>END of TENURE / AGREEMENT</b>		

We also agree for paying at the rate of 5% Jantri value of land per sq.mt per annum. We also agree to pay full rent of total land in advance in the beginning of each financial year.

We also agree to give rise at the rate of 10% on year to year basis on fixed rent

We undertake that the completion of the above contract will be strictly observed as per the prevailing rules of AMC / Govt of Gujarat / Govt of India in force.

We understand that you are not bound to accept any proposal you receive.

We remain,

Yours Sincerely,

(Authorized Signatory)

Name & Title of the signatory

Name of CPO

(If Govt entity USE GOVT SEAL)

ADDRESS:

DATE:

## **Ahmedabad Municipal Corporation**

Establishing/ Setting-up of EV Public Charging Stations (PCS) &/ or Battery Swapping Stations (BSS) on land offered by Ahmedabad Municipal Corporation (AMC) for \_\_\_\_\_location of lot of various 54 Locations within AMC limit with Public Private Partnership (PPP) mode

### **Declaration Form**

- (1) I/We hereby declare that I/We have visited the Area of Ahmedabad City & Location of the PCS station \_\_\_\_\_and have fully acquainted myself / ourselves with the local situation regarding need of PCS, availability of power supply, etc., so specified in the Tender.
  
- (2) I/We hereby declare that I/We have carefully studied the conditions of contract and whole tender document/ Tender of this work and agree to execute the same accordingly.

(Authorized Signatory)

Name & Title of the signatory

Name of CPO

(If Govt entity USE GOVT SEAL)

ADDRESS:

DATE: