

**5 Pre-Bid Conference**

- 5.1** A Pre-Bid conference of the interested parties shall be convened at the designated date as per clause 1.4 and place as mentioned in clause 2.13.4. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2** During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## **6 Miscellaneous**

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

# **Appendices**

**APPENDIX I – Letter Comprising the Qualification Proposal and Annex I –V**

(Refer Clause 2.13)

Dated: [●]

To,

**The Managing Director,**  
Raipur Smart City Limited (RSCL),  
Ground Floor, Outdoor Stadium Campus,  
In front of Buddha Talab, Raipur,  
Chhattisgarh, 492001  
Email: ceo.rscl@gmail.com  
Website: eproc.cgstate.gov.in

**Sub: RFP for “Selection of Agency for Installation, Operation and Maintenance of Electric Vehicle Charging Station” at various identified locations in Raipur, on Annual License fee basis”.**

Dear Sir,

With reference to your RFP document dated \_\_\_\_\_<sup>3</sup>, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project.

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

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<sup>3</sup> All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder

- (b) I/ We do not have any conflict of interest in accordance with sub-clause (d) of Clause 2.2.1 of the RFP document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice and;
  - (e) the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the Bid Due Date and we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.7 and Clause 2.17 of the RFP document.
  9. I/ We / our Consortium/proposed Consortium satisfy(s) the believe that we satisfy(s) the Technical Capacity and Financial Capacity criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
  10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for submitting a Bid for the Project.
  11. I certify that in regard to matters other than security and integrity of the country, we/ any member of the Consortium or any of our / their Associate have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  12. I further certify that in regard to matters relating to security and integrity of the country, we/ any member of the Consortium or any of our /their Associate have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against any member of the Consortium or against our / their Associate or against our CEO or any of our Directors/ Managers/ employees.
  14. I/ We further certify that we/ any Member of the Consortium or any of our/ their Associates are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13<sup>th</sup> July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-V thereof
  15. I/We further certify that we are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project and no bar subsists as on Bid Due Date
  16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Request for Proposal; we shall intimate the Authority of the same immediately.

17. The power of attorney for signing of Bid as per format provided at Appendix II, power of attorney for Lead Member at Appendix III (in case of Consortium) of the Request for Proposal, is also enclosed.
18. I/ We understand that the selected Bidder shall be a company incorporated under the Indian Companies Act (ii) a trust registered under the Indian Trusts Act, 1882 or the Bombay Public Trusts Act, 1950 (or other applicable laws) or (iii) a society registered under the Societies Registration Act, 1860 (or other applicable laws) or (iv) a not-for-profit company incorporated under Section 8 of the Indian Companies Act (v) a Partnership firm registered under The Partnership act, 1932 or the Limited Liability Partnership (LLP) incorporated under Limited Liability Partnership Act 2008 Government of India; for entering into a License Agreement with the Authority and for performing all its obligations as the selected bidder in terms of the License Agreement for the project (vi) a sole proprietorship firm to bid for the Project.
19. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately
20. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
21. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
22. I/ We certify that in terms of the Request for Proposal, my/our Annual average turnover/ Net worth is Rs ..... (Rs ..... in words)
23. We agree and undertake to severally liable for all the obligations of the Agency under the License Agreement<sup>4</sup>.

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

Date: Yours faithfully,

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

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<sup>4</sup> This Paragraph 23 shall be omitted if the Bidder is not a Consortium.

### Annex I - Particulars of the Bidder

1. Particulars of the Bidder
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6(f) should be attached to the Bid.
  - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role <sup>5</sup>
1.		
2.		

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<sup>5</sup> The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.2.6 (d)

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3.		
4.		

6. The following information shall also be provided for the Bidder, including each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the Bid Due Date?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):



**Annex II - Technical Capacity**

**Details of Experience of the Bidder**

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

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

The bidder shall enclose a copy of the agreement executed with the OEM of the Electric Vehicle Chargers required to be procured under this project

In case of OEM, the bidder shall submit its registration details as an OEM

A Copy of Certificate from recognized test agencies like ARAI, GARC, ICAT, NIAMIT, NATRAX, CESI, VRDE, PEHLA etc.

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the

(Authorised signatory)

Name and seal of bidder

- a. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.1, the Bidder should also provide a certificate in the format below:

**Certificate from Statutory Auditors/Chartered Accountant/Company Secretary regarding Associate**

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (name of the Associate) is held, directly or indirectly £, by ..... (name of Bidder (lead member/consortium member)).

By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.1 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder in the Associate}

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of Date: the authorized signatory).

\$ In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

£ In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken

**Annex III - Financial Capacity of the Bidder**

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

(In Rs. Lakhs<sup>§</sup>)

Bidder type <sup>§§</sup>	Member Code <sup>£</sup>	Annual Turnover			Average Annual turnover
		Year 2018-19	Year 2017-18	Year 2016-17	
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Bidder (Type of Business)					
Lead Member 1 (Type of Business)					
Consortium Member 2 (Type of Business)					
<b>TOTAL</b>					

Name & address of Bidder’s Bankers:

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

<sup>§§</sup> A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

<sup>££</sup> The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.2.

**Instructions:**

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
  - a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate’s financials;
  - b) be audited by a Statutory Auditors/Chartered Accountant;
  - c) be complete, including all notes to the financial statements; and

- d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Annual Turnover shall mean income received for goods and services in respect of the activities specified in Clause 2.2.2 of RFP over the accounting period. Other income, including but not limited to interest income, income from sale of assets, shall not be included in the definition of Annual Turnover.
3. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2 (g).
4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2 of the RFP document.
5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
6. The Bidder shall provide an Statutory Auditors/Chartered Accountant Certificate specifying the turnover of the Bidder, in respect of the activities specified in Clause 2.2.2 of RFP