

MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LIMITED (A Subsidiary of MPBCDC Ltd., a Govt. of Maharashtra Undertaking)

Invitation to Request for Qualification (RFQ)

Tender No. MAHAPREIT/REEM-06/23-24

Brief Nature & Name of Work

Request for Qualification (RFQ) for empanelment of agencies to set up Electric Vehicles Charging Stations in Maharashtra.

SECTION-I

DETAILED INVITATION TO OFFER NOTICE

MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LTD.

Online electronic bids for below-mentioned work are invited by the Executive Director (Admin) On behalf of MAHAPREIT, Mumbai from the Prospective, Reputed, Experienced and Technical Sound Parties for empanelment of agencies to set up Electric Vehicles Charging Stations in Maharashtra.

The time schedule for various bidding phases is given in the detailed e- RFQ notice, which is also available on website as part of the bid document.

Sr.	Name of work	Estimated	EMD	Period of	RFQ Document
No		Cost	Amount (Rs)	Empanelment	Cost (Rs.)
1	Empanelment of		50,000/-	2 years	5000/ +GST
	agencies to set up				
	Electric Vehicles				
	Charging Stations in				
	Maharashtra.				

RFQ documents are available on to website https://organizationsmaharashtra.nextprocure.in from 11/08/2023 to 31/08/2023 online offer shall be accepted on website https://organizationsmaharashtra.nextprocure.in

All bidders are hereby cautioned that the e-offer containing any deviation from the contractual terms and conditions, and other requirements and conditional e-RFQ shall be rejected.

- 1. Validity Period: The offer of the Bidder shall remain valid for 120 days from the date of opening of Technical Bid.
- 2. The Bidders participating for the first time in e-RFQ will have to procure Digital signature Certificate as well as should compulsory get themselves enrolled on e-tendering portal https://organizationsmaharashtra.nextprocure.in
- 3. If any assistance is required regarding e-RFQ (upload and download) please contact Mr. Prashant Gedam (Executive Director) / Mr. Satish Chaware, CGM (REEM) of MAHAPREIT. cgm.reem@mahapreit.in

Contract No. 8879770691.

- 4. All requisite information required for the submission of Offer documents is available on the above said website.
- 5. In view of the conflict of Interest, the Developer having relation in what so ever manner with any Key Resource Person/Key Resource Institution or the Member of MAHAPREIT Task force shall be barred from applying to the said e-RFQ.

6. All right are reserved by the Competent Authority to reject any or all Offers in full or in part of without assigning any reason or accept the offer beyond the validity period.

	TIME SCHEDULE OF OPENING OF THE e-Tender				
1	e-Tender No.	MAHAPREIT/REEM-06/23-24			
2	MODE OF TENDER	Open and e-Tender System Online submission of Part I (Technical Bid) through https://organizationsmaharashtra.nextprocure.in The intending Bidders are required to submit their offer electronically through this e-tendering portal.			
3	Date of publication of e-tender through	11/08/2023			
	publication in MAHAPREIT website and				
	https://organizationsmaharashtra.nextprocure.in				
4	Date of availability to the Vendors for downloading	11/08/2023			
5	Date & Time of Pre Bid meeting	18/08/2023 at 15.00 Hours			
6	Last Date of Sale of RFQ document at https://organizationsmaharashtra.nextprocure.in	30/08/2023			
7	Date & Time of Submission of Offer at https://organizationsmaharashtra.nextprocure.in	31/08/2023 at 15.00 Hrs			
8	Date and time of opening of Part-I (Technical Bid)	31/08/2023 at 16.00 Hours			

These instructions to applicants are being issued for empanelment of agencies to set up Electric Vehicles Charging Stations in Maharashtra.

The detailed scope of the work is being provided in the Scope of Work Terms of Reference (TOR)

Executive Director (Admin)
MAHAPREIT

SECTION-II

A. DEFINITIONS:

2.0 MAHAPREIT- MAHAPREIT shall mean the Mahatma Phule Renewable Energy and Infrastructure Technology Ltd (a Subsidiary Company of MPBCDC Ltd). The Head quarter of the MAHAPREIT is Mumbai.

2.1 REGISTERED ADDRESS FOR COMMUNICATION

Mahatma Phule Renewable Energy and Infrastructure Technology Ltd, (A Subsidiary Company of MPBCDC Ltd)
Pinnacle Corporate Park, 5th Floor, BKC Complex,
Bandra (East), Mumbai.

2.2 WEBSITE:

Web Site means official web sites for e-tendering having following web addresses https://organizationsmaharashtra.nextprocure.in

2.3 Executive Director

Executive Director shall mean Executive Director of MAHAPREIT

2.4 COMPETENT AUTHORITY:

Competent Authority shall means The Chairman & Managing Director of MAHAPREIT Ltd.

2.5 CONTRACTOR:

Contractor shall mean the firm or company who enters into contract with the MAHAPREIT LTD and shall include their executors, administrators, successors and submitted assignees.

2.6 WORK:

Work shall mean the work to be executed in accordance with Scope of Work of Contract.

B. RFQ DATA AT A GLANCE:

1.0 SUMMARY DETAILS

Sr No	Particular	Details	
1.1	Name of work	Empanelment of agencies to set up Electric Vehicles Charging Stations in Maharashtra.	
1.2	Estimated Cost		
1.3	RFQ Document Cost Rs	Rs. 5000/- plus 18% GST.	
1.4	Earnest money (EMD)	Rs. 50,000/-	
1.5	Mode of payment (EMD)	RFQ document cost and EMD amount shall be paid through E-payment gateway.	
1.6	Security Deposit	Nil	
1.7	Mode of submission of tender	Offer should be submitted on-line on https://organizations.maharashtra.nextprocure.in	
1.8	Any addendum / corrigendum /cancellation	Any addendum/ corrigendum/ cancellation of above RFQ will be published on the web-site https://organizations.maharashtra.nextprocure.in And on the notice board of Office of the MAHAPREIT The system shall generate a mail to those Bidders who have already participated in this RFQ and those Bidders if they wish can modify their offer.	
1.9	Bid Documents	Bid Documents consisting of, information and eligibility criteria, plans, specification and schedule of quantities of the works are available on web site https://organizationsmaharashtra.nextprocure.in And the set of terms and conditions of contract and other necessary documents can be seen on the web site till last date of sale and receipt of RFQ. Interested Bidder may obtain further information at the web-site Portal https://organizations.maharashtra.nextprocure.in	
1.10	Bid acceptance period	The bid for the work shall remain open for acceptance for a period of 120 days from the date of opening of technical bids. If any Bidder withdraws his bid/ offer before the said period or makes any modification in the terms and condition of the bid, the EMD at the time of submission of tender shall stand forfeited.	

1.11	Other Details	Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding documents which is available in web site https://organizationsmaharashtra.nextprocure.in
1.12	Documents to be uploaded	The PDF copies of original Documents should be uploaded on above mentioned web-site and should be produced for the verification on demand after opening of the Technical Bid. The Bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal, https://organizationsmaharashtra.nextprocure.in , away from opening place. The bids can only be opened by the predesignated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and transaction in the next working day.
1.13	RFQ Acceptance Authority	Chairman & Managing Director, MAHAPREIT

The detailed step by step procedure for uploading the Main Documents, required RFQ papers, Payment of RFQ fee, and E.M.D through E payment Gateway is available on the e-Tendering website https://organizationsmaharashtra.nextprocure.in.

Bidders have to follow the instructions given on the above web site for filling up Main Tender Forms Online.

Bank details are below.

Party Name	Mahatma Phule Renewable Energy and Infrastructure Technology Ltd.
Bank Name	ICICI Bank
Bank Branch	MIDC, Andheri (East), Mumbai.
Bank A/c No.	054405500470
IFSC Code	ICIC0000544

SECTION - III

INSTRUCTIONS TO BIDDERS

1) Background:-

Government of India has approved Phase – II of FAME India Scheme (Faster Adoption and Manufacturing of (Hybrid &) Electric Vehicles in India) for 3 years commencing from 1st April 2019.

Under Phase —II of the FAME India scheme, Govt of India intends to support the development of EV charging infrastructure by extending capital grant reorganizations for promoting the use of electric vehicles. The Department of Heavy Industry has invited an Expression of Interest dt 28th Aug 2019 from Public and Private entities for setting up EV charging stations within cities. After evaluation of proposal, Govt. sanctioned 2877 EV Charging Stations for 22 public entities.

The Government of Maharashtra has also published the EV policy vide dated. 23 July 2021

2) Policy by Government of India:

The Ministry of Heavy Industries and Public Enterprises, Department of Heavy Industries launched a scheme namely, Faster Adoption and Manufacturing of Electric Vehicles (FAME) and currently its second Phase is operational as FAME II Scheme1. Under the FAME Scheme, the central government provides various incentives for manufacturing of electric vehicles and allied infrastructure.

The funds allocated for promotion of charging infrastructure in the FAME scheme stands at 1000 Cr.

- The Government of India (GoI) published a revised EV policy of 14/01/2022 which provides guidelines regarding utilization of public spaces owned by government organizations.
- ii. Clause 9.3 of the guidelines states that- "Accordingly it is provided that the land available with government slash public entities shall be provided for installation of public charging stations to the government/ public entity on the revenue sharing basis for installation of public charging station at a fixed rate of Rs. 1/kWh (used for charging) to be paid to the land owning agency from such PCS business payable on quarterly basis..... Such revenue sharing agreement maybe initially entered by the parties for a period of 10 years. The revenue sharing model may also be adopted by the public land owning agency for providing the land to a private entity for installation of public charging stations on bidding basis with a floor price of Rs 1/kWh."

3) Information about the Corporation: -

I) Mahatma Phule Backward Class Development Corporation Limited, (A Govt. of Maharashtra Undertaking) Mumbai (hereinafter called MPBCDC).

The Government of Maharashtra has set up the "Mahatma Phule Backward Classes Development Corporation on July 10, 1978 under the Companies Act, 1956 with the main objective of accelerating the economic upliftment of the economically weaker families in the Scheduled Castes and Neo-Buddhist communities in the State of Maharashtra. The current authorized share capital of the Corporation is Rs 500 Crore. The ratio of share capital received from State and Central Government is 51:49.

II) Mahatma Phule Renewable Energy and Infrastructure Technology Ltd (MAHAPREIT).

Mahatma Phule Backward Class Development Corporation Ltd (MPBCDC), Mumbai has formed a subsidiary company, Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) in the month of April ,2021.

NAVYUG SCHEME:-

MAHAPREIT intends to implement "NAVYUG Scheme" to get the integrated, inclusive and comprehensive effects of all the input supports of MAHAPREIT company to the target beneficiaries of Mahatma Phule Backward Classes Development Corporation Limited as defined from time to time by Govt of Maharashtra. MAHAPREIT proposes to undertake projects under different verticals like Renewable Energy with Solar Power Projects, Green Hydrogen, Futuristic Energy Integration Projects, EV charging stations, Agro Processing value chain and Biofuels, RMC plants, Highway roads projects, Energy audits scheme, Environment and Climate Change, New and Emerging Technology projects especially in Software Technology and application based services and CSR projects. All the projects proposed to be undertaken by MAHAPREIT are self-sufficient on financing through proposed MAHAPREIT Alternative Infrastructure Fund (MAIF) and intended to be implemented through Channel partner mechanism called, Target Partners, Knowledge Partners and Capex partners. Target Partners shall be invariably individuals / companies/ Start up Entrepreneurs/ JV/ Partnership firms/ Consortiums / SHG/ women's groups belonging to exclusive or majority of the such entity to Scheduled Caste (SC) category highly skilled/skilled/semi-skilled /unskilled beneficiaries as defined by MPBCDC and entitled as eligible to take benefits of MPBCDC schemes in general. MAHAPREIT also intends to generate large scale EMPLOYMENT for all categories of available beneficiaries of MPBCDC by linking them with above projects under different verticals and to allocate / utilize all the surplus revenues / profits from above projects/ activities to Scheduled Caste beneficiaries as may be directed by Govt. of Maharashtra in this behalf. MAHAPREIT is also in process of launching Online Interactive beneficiaries Registration Platform called Navyug Beneficiaries Register (NBR). All beneficiaries' selection process and support mechanism including backward and forward linkages and logistical support will be carried out through NBR.

4) Information about Project :-

MAHAPREIT intend to set up EV Charging Stations in the Municipal Corporations areas like Thane, Mira - Bhayander, Chandrapur, Railway stations under control of Konkan Railways & National Highways Authority of India (NHAI) in the state of Maharashtra & Goa Energy Development Agency (GEDA) to provide Public EV Charging Facilities for Electric Two, Three & Four Wheelers. Hence, MAHAPREIT intends to invite Request for Qualifications (RFQ) from technically and financially qualified bidders for empanelment of agencies to set up EV Charging Stations in Maharashtra on revenue sharing basis.

4.1.0 INFORMATION AND INSTRUCTIONS TO APPLICANT BIDDERS:

- 4.1.1. Online e-RFQ is invited by the MAHAPREIT for **Empanelment of agencies to set up Electric Vehicles Charging Stations in Maharashtra.**
- 4.1.2. The Applicant should download Main e-RFQ Document from the website. https://organizations.maharashtra.nextprocure.in
- 4.1.3. The Online forms of master filter should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any query is not relevant, it should be stated as "Not Applicable" Only 'dash' reply will be treated as incomplete information. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non- responsive.
- 4.1.4 The Main e-RFQ document shall be typed on applicant's letterhead and uploaded the signed scanned copy.
- 4.1.5 Any overwriting or correction shall be attested. All pages of the Main e-RFQ document shall be numbered and should be submitted as package with a signed letter of transmittal.
- 4.1.6 All the information must be filled in English language only.
- 4.1.7 Information and certificate(s) furnished along with the application form (the respective application that vouches to the suitability, technical know-how and capability of the applicant) should be signed by the applicant.
- 4.1.8 The applicant is encouraged to attach any additional information, (PDF copies of similar work orders which were already carried out, regarding his capabilities). No further information will be entertained after submission of Main RFQ document unless it is requested by **MAHAPREIT.**
- 4.1.9 The Main e-RFQ document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with all relevant documents. The documents submitted in connection with the pre- qualification shall be treated as confidential and will not be returned.
 - The cost incurred by applicant in preparing this offer, in providing clarification or attending discussions, conference in connection with this document, shall not be reimbursed by the MAHAPREIT under any circumstances.

4.1.10 Method of Applying:-

If the application is made by a firm in partnership, it shall be digitally signed by all Partners of the firm giving their full Typewritten names and current addresses or by a partner holding valid power of attorney on behalf of the firm by signing the

application, in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of all the partners of the firm shall also accompany the application.

If the application is made by a LLP, it shall be digitally signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such LLP may be required to furnish satisfactory evidence of its existence before the prequalification is awarded.

The application shall be signed to be legally binding on all partners.

4.1.11 REVISION OR AMENDMENT OF RFQ DOCUMENTS:-

All Rights are reserved to revise or amend the RFQ document released on website, prior to time specified in time schedule for main e-RFQ preparation. Any further revisions or amendments or time extensions shall be communicated to all concerned by e-mail and as may be displayed on website.

4.1.12 EARNEST MONEY:-

All Bidders shall pay entire E.M.D. and payment shall be made through E- payment gateway.

4.1.13 REFUND/CONVERSION OF EARNEST MONEY:-

After acceptance of the offer of successful Bidders, the E.M.D. of other Bidders will normally be refunded within 15 days. In the case of successful Bidder, the earnest money will be converted to Security Deposit after signing of contract documents Earnest money amount shall not carry any interest whatsoever.

4.1.14 MANNER OF SUBMISSION OF RFQ AND ITS ACCOMPANIMENTS:

Main RFQ Documents are to be prepared and submitted online. Also, they must be download from web site, fill it completely and upload on web site by scanning and digitally signing wherever necessary.

The detailed step by step procedure for uploading the Main RFQ Documents, required RFQ papers, payment of RFQ fee and E.M.D through E payment Gateway is available on the e-Tendering website of Govt. of Maharashtra https://mahatenders.gov.in. Bidders must follow the instructions given on the above web site for filling up Main RFQ Forms Online.

Tenderer shall submit the tender and documents On-Line as per E-Tendering procedure.

4.1.15 **CONFLICT OF INTEREST:-**

The selected Firm should provide transparent, professional, objective, impartial service and hold MAHAPREIT's paramount with utmost integrity.

The selected Firm shall not deploy former contractual employees who have served MAHAPREIT.

The selected Firm shall not downstream or outsource any part of the scope of work from any agency or the advisors appointed by the MAHAPREIT or sublet the

work assigned.

Non-disclosure of such an association will lead to termination of Agency.

In view of the conflict of Interest, the Professional Bid Consultancy Services Firm having relation in whatsoever manner with any Key Resource Person / Key Resource Institution or the Member of MAHAPREIT Task Force shall be barred from applying to the said e-RFQ.

5)Terms and Conditions for RFQ:-

1) Qualifying Conditions:-

- i. The bidder shall be a company under companies act or LLP or joint venture or partnership or proprietary firm.
- **ii.** The bidder should have set up at least 10 No. of Public EV Charging Stations in last five years.
- iii. Bidder should have average annual turnover of INR 3 Cr in last Five Years (FY 18-19, FY 19-20, FY 20-21, FY 21-22, FY 22-23)
- **iv.** Bidder should have positive net worth as per the audited annual financial statement of last FY 22-23.
- v. The bidder should not be barred or blacklisted by any government organization in India.
- 2) If any beneficiary of MPBCDC in an individual capacity or any startup unit of SC beneficiaries wants to participate in this RFQ than all above qualifying conditions will be relaxed for them. Instead of the above conditions following documents will be asked from them:-

A) Individual beneficiary of MPBCDC:-

- i. Valid caste certificate & cast validity certificate.
- ii. Domicile certificate of the beneficiary as resident of Maharashtra.

B) SC category Startup / firm of MPBCDC beneficiaries:-

- i. Valid caste certificate & cast validity certificate.
- ii. Domicile certificate of the beneficiary as resident of Maharashtra.
- iii. incorporation certificate.
- iv. MSME / SSI / NSIC certificate.
- 3) The designs, layout, colour schemes of charging station, building codes, regulations shall be provided by MAHAPREIT and shall be uniform for all locations (except at few locations where area constrains is there with prior approval from MAHAPREIT). The infrastructure of charging stations shall be as per green energy building code and all energy to be used for charging stations shall be preferably Renewable Energy. MAHAPREIT may procure the energy and same shall be obligatory to bidder. If the energy is supplied by MAHAPREIT then the rates as decided by MAHAPREIT in accordance with MERC regulation. However, it shall be responsibility of the bidder to procure requisite energy on his own.

- 4) MAHAPREIT does not giving any assurance to the Charging business.
- **5)** MAHAPREIT will facilitate for statutory permissions, but ultimate responsibility lies with bidder.
- **6)** As this is OPEX model the bidder has to arrange entire finance on its own. MAHAPREIT will not give any counter guarantee for the same. It is bidders' sole responsibility.
- 7) If the bidder is SC category Startup / firm of MPBCDC beneficiaries than they may avail financial assistance from MPBCDC as per the prevailing norms of the MPBCDC. In this regard, there will be no binding on MAHAPREIT for providing any financial assistance to the bidder.
- 8) Bidder may claim the subsidy under the various schemes on its own.
- 9) The interested bidder has to submit the bid online and no offline bid is accepted.
- **10)** The interested parties / agencies may also send their queries by email on the following email Id. cgm.reem@mahapreit.in, Contact No. 8879770691.
- **11)** The interested parties / agencies shall submit all the relevant papers online with the bid. No hard copy submission is accepted.
- **12)** Any disputes or differences that may arises out of or in connection with this agreement, shall have exclusive jurisdiction of Mumbai Court.
- **13)** MAHAPREIT reserves the right to reject any or all bid in part or full without assigning any reasons.

6) Bid process and modality :-

- a) The RFQ will be evaluated on suitability criterions mentioned above for the bid submitted by Bidders.
- b) The EV Chargers shall adhere with Industry standard and SLA.
- c) The relevant MERC regulations and Tariff order for EVCS shall be applicable.

SECTION IV

General Instruction to Bidders

1. GENERAL INSTRUCTIONS:-

General: -

The special conditions of contract are to be read in conjunction with General conditions of contract. If there are any variations or discrepancies or conflicting provision, the provisions in Special Conditions shall take precedence over the provisions in the General Conditions of contract.

2. PREPARATION OF BIDS:-

LANGUAGE OF BID:-

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and MAHAPREIT shall be written in English language only. In case a document, certificate, printed literature, etc. furnished by the Bidder in a language other than English, the same should be accompanied by an Englishtranslation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

3. DOCUMENTS COMPRISING THE BID:-

3.1 E-TENDERING:

Bidders are requested to refer instructions for participating in e-Tendering. All pages of the Bid must be signed by the "authorized signatory" of the Bidder holding Power of Attorney.

3.2 PART-I:

"TECHNO-COMMERCIAL BID" comprising all the above documents mentioned in respective section along with copy of Declaration for BidSecurity, copy of Power of Attorney the MAHAPREIT's e-tendering portal. The Bidder must upload a copy of EMD.

4. PRE-BID MEETING:-

- a. The Bidder(s) or his designated representative are invited to attend an Online / Offline "Pre-Bid Meeting" which will be held at the address specified.
- b. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- c. Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be uploaded on MAHAPREIT website / MAHAPREIT etendering website. Any modification of the Contents of Bidding Documents that may become necessary as a result of the Pre-Bid Meeting shall be made through the issue of a Corrigendum.
- Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

5. FORMAT AND SIGNING OF BID:-

- a. The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons dulyauthorized to sign on behalf of the Bidder (as per POA). The name and position held by eachperson signing must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall beinitialed by the person or persons signing the Bid.
- b. The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- c. In case of e-tendering, signed documents to be uploaded.

6. SUBMISSION OF BIDS:-

a. The bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.

7. DEADLINE FOR SUBMISSION OF BIDS:-

a. The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BIDS.

8. MODIFICATION AND WITHDRAWAL OF BIDS:-

a. Modification and withdrawal of bids shall be as follows:-

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

9. BID OPENING AND EVALUATION:-

a. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-

MAHAPREIT reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Biddersof the ground for MAHAPREIT's action.

b. BID OPENING:-

Technical Bid Opening:-

MAHAPREIT will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the Bid Document. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

10. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or anyother persons not officially concerned with such process.

11. Empanelment of bidders:-

Subject to all terms and conditions of RFQ / Tender documents MAHAPREIT will empanel the qualified successful Bidders.

12. SIGNING OF AGREEMENT

a. The successful Bidders shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidders] within 'Thirty [30] days' of receipt of the Acceptance Letter by the successful Bidders failure on the part of the successful Bidders to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD.

13. MUTUAL DISCUSSIONS

In the event of a dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or the breach, termination or validity hereof, the Parties shall endeavor to resolve such dispute in good faith in the first instance within 30 (thirty) days of the notice of such a dispute by mutual discussions between the Parties.

14. ARBITRATION:-

In the event of failure to resolve dispute/ differences related to Contract/Agreement and relating to interpretation of the clauses therein the parties are hereby agreed for its resolution / Adjudication etc. by referring it to the **Institutional Arbitration** established /recognized by the State Govt/Central Govt. and the dispute can be get resolved within the framework of the **Arbitration Act 2015** and in terms of rules and regulations of such institutional arbitration such as **Mumbai** center of Arbitration etc.

15. Technical specifications of charger:-

The basic specifications of the EV chargers are as follows:-

Charger Type	Parameters	Details
Fast Charger	Capacity	50 kW
	AC/ DC	DC
	Preferable Vehicles	4-wheelers
	Charging Time	40-50 min
	No. of charging guns per	2 nos.
	kiosk	
Slow Charger	Capacity	10 kW
	AC/ DC	AC
	Preferable Vehicles	2-wheelers/ 3-wheelers/
		4-wheelets
	Charging Time	4-5 hours
	No. of charging guns per	3 (Each of 3.3 kW)
	kiosk	

Alternatively, the above systems can be installed on one 144 kW charger which has two 60 kW fast chargers and three 10 kW slow chargers.

However, due to change in the technology / technological innovation the bidder will be free to install any charger other than those specified above, subject to compliance of technical & safety standard as laid down by Central Electricity Authority (CEA).

16. Battery Swapping Stations:-

Currently, the battery swapping station solution is in developmental stage due to factors like- non-uniform battery size (in terms of dimensions as well as capacity), different operating parameters (voltage and currents).

Currently, a space of 100 sq ft can be earmarked in the given location for setting up of battery swapping station which can be installed in the future.

17. MSEDCL Tariff:-

MSEDCL is one of the few DISCOMS to introduce special tariff for public charging stations (PCS) and Fast Charging Stations (FCS) in India. As per MSEDCL tariff order for the year 2023-24, following two categories have been added to tariff:

a. LT VIII – Electric Vehicle Charging Station

Category	Fixed/ Demand Charges Rs/ kW	Energy Charges (Rs/kWh)	Wheeling Charges (Rs/kWh)
Tariff	75	6.08	1.17
TOD Tariff			
2200 hrs- 0600 hrs		-1.5	
0600 hrs - 0900 hrs & 1200 hrs- 1800 hrs		0	
0900 hrs - 1200 hrs		0.8	
1800 hrs - 2200 hrs		1.1	

b. HT IX: HT – Electric Vehicle Charging Station:

Category	Fixed/ Demand Charges (Rs/ kW)	Energy Charges (Rs/kWh)	Wheeling Charges (Rs/kWh)
Tariff	75	6.9	0.6
TOD Tariff			
2200 hrs- 0600 hrs		-1.5	
0600 hrs - 0900 hrs &		0	
1200 hrs- 1800 hrs		U	
0900 hrs - 1200 hrs		0.8	
1800 hrs - 2200 hrs		1.1	

In addition to this, charges towards availing connection and laying of cable and related infrastructure to the site location is to be considered in the upfront cost of successful bidder / service provider.

However, in certain areas local DISCOM may be other than MESDCL & tariff will change from time to time.

18. Scope of the bidder:-

- i. The bidder shall have to install electric / electric vehicle charging stations as per the specifications of the chargers as mentioned in point no.15.
- ii. The bidder shall have to carry out operations and maintenance of the EVCS for the agreement period.
- iii. The bidder shall provide charging service to end user and collect service charge to them.
- iv. The bidder shall pay the electricity bill to DISCOM.
- v. The bidder shall develop and provide suitable software application to enable advanced remote / online booking of charging slots of EV owners on real time basis.
- vi. The bidder shall have also pay facilitation charges to the MAHAPREIT on agreed terms & conditions.
- vii. The bidder shall have to anticipate following cost in setting up public charging stations:
 - a. Civil Work
 - b. Soft costs- approval and connection from DISCOM
 - c. Insurance of the equipment and third-party insurance
 - d. Sanction Fees with DISCOM
 - e. Operational expenses which includes manpower costs, consumables cost, overhauling expenses,
 - f. Interest on loan
 - g. Water charges
 - h. Contingencies
- viii. The bidder shall have to earmark a space of 100 sq. feet in the given location for the setting up of battery swapping stations which can be installed in future.
 - ix. The bidder shall deploy backward class beneficiaries of MPBCDC for operation & maintenance of the EV charging stations.
 - x. MAHAPREIT will provide the information / data related to the beneficiary of MPBCDC registered in MAHAPREIT's NBR portal.

19. Incentives by Central/ State/ Local Governments:-

Any incentives/ subsidies available for the charging infrastructure will be availed by the bidder making the project further viable.

20. Revenue generation to bidder from the project:-

The bidder shall be entitled for revenue from EV charging services from consumers after deducting the facilitation charges of MAHAPREIT.

21. Scope of work of MAHAPREIT:-

i. MAHAPREIT will work as a facilitator for this project and shall coordinate with the various Govt. departments / Municipal Corporation / Konkan Railways for obtaining the land locations. ii. MAHAPREIT will allocate suitable land parcel provided by these government organizations to the bidders for EV charging stations.

22. Quantity of EV Charging stations:-

The bidder have to install EVCS in Maharashtra state as detail below:-

SN.	Name of organization	No. of charging stations
1	Mira-bhayandar Municipal Corporation	15 Nos
2	Thane Municipal Corporation	30 Nos
3	Chandrapur Municipal Corporation	05 Nos
4	Nagpur Municipal Corporation	20 Nos
5	Konkan Railway	10 Nos
6	National Highways Authority of India (NHAI)	100 Nos
7	Goa Energy Development Agency (GEDA)	110 Nos
8	Any other locations	20 Nos
	Total	310 Nos

MAHAPREIT will obtain the land locations from the government organizations for the period of 10 years. The rights may be further extended for the period of 5 years.

The above list is indicative based on the agreements with above government organizations. The quantity of EV Charging Stations may increase or decrease. MAHAPREIT reserves the right to allot the EV Charging stations to the successful bidder based on the actual land availability.

23. Allotment of EV Stations to more than one Agency: -

"MAHAPREIT reserves the right to allot the EV Stations to more than one agency. In this regard, the qualified agencies have to match the highest revenue sharing rate of the bidder. If they match the rates then they shall be considered for allotment of EV Stations.

MAHAPREIT reserves the right to allot the work of EV Charging stations as per the policies / objectives of MAHAPREIT / MPBCDC.

24. MAHAPREIT facilitation charges:-

The bidder will have to pay facilitation charges to MAHAPREIT for which separate offer will be obtained from the successful empaneled bidder.