



**Appointment of Operator for Setting Up  
of Public Charging Stations at  
designated PMPML locations on Public  
Private Partnership (PPP) Basis**

**December 2021**

**Tender no:06-Electrical-2021**

## **Disclaimer**

The information contained in this Request for Bid document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Pune Mahanagar Parivahan Mahamandal Ltd. ("PMPML" or "Authority") or any of its employees or advisers, is provided to Bidders 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 or an offer by PMPML to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by PMPML in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for PMPML, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PMPML accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. PMPML, its employees and advisers/consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Bidding Process. PMPML also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. PMPML 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 RFP. The issue of this RFP does not imply that PMPML is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and PMPML reserves the right to reject all or any of the Bids without assigning any reasons whatsoever. The Bidder (s) shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by PMPML or any other costs incurred in connection with or relating to its Bid(s). All such costs and expenses will remain with the Bidder and PMPML shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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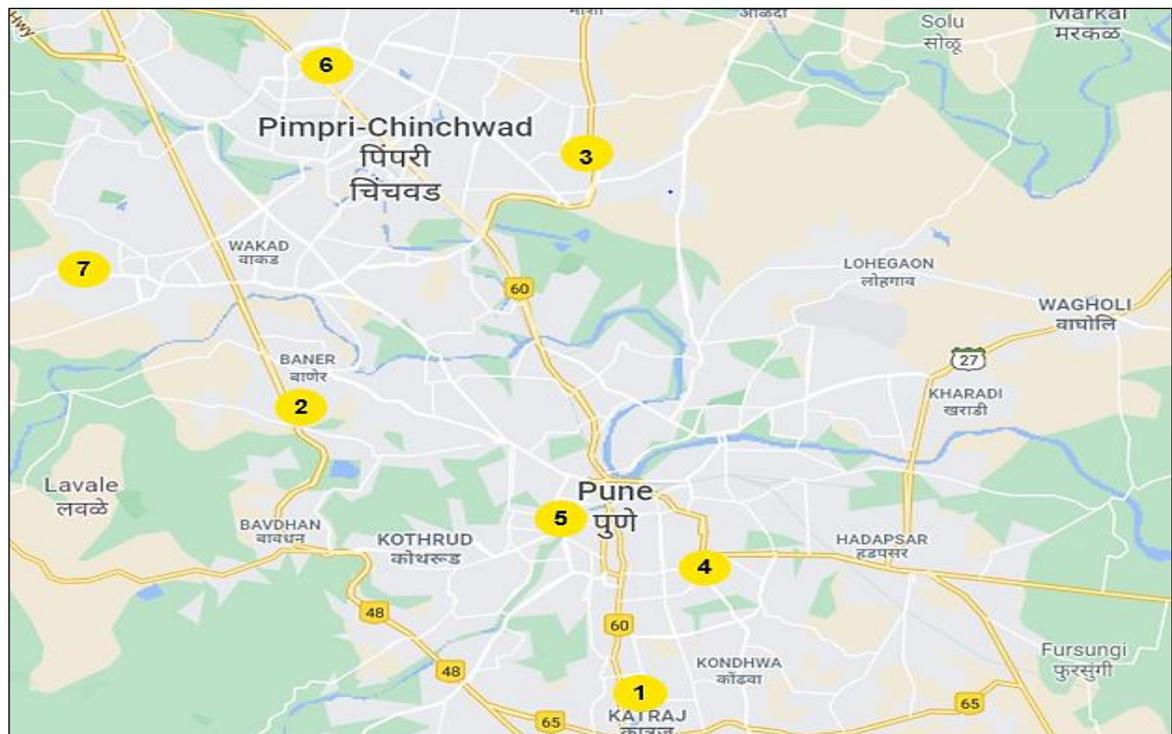
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# 1 Introduction

## 1.1 Background

Pune Mahanagar Parivahan Mahamandal Limited (PMPML) is the premier public transport service provider in the Pune Metropolitan region (PMR) comprising of the municipal areas of Pune Municipal Corporation (PMC), Pimpri-Chinchwad Municipal Corporation (PCMC), cantonment areas of Khadki, Pune, Dehu road and nearby one hundred villages and towns. PMPML is a Special Purpose Vehicle (SPV) of PMC and PCMC in the ratio of 60:40 for providing bus transport services in the PMR. PMPML provides bus services on approximately 300 (three hundred) routes, covering a total road network of 1900 (nineteen hundred) km, and caters to approximately 11 (eleven) lakh passengers per day. PMPML currently manages its operations from 13 (thirteen) depots situated at strategic locations in Pune and Pimpri-Chinchwad.

PMPML is one of the pioneers in electrification of urban public transport through the deployment of 150 (one hundred and fifty) fully electric buses since February 2019 through the Gross Cost Contract (GCC) model. PMPML electric buses have completed more than one crore and twenty lakh km. till date. PMPML is proposed to have a total fleet of 650 (six hundred and fifty) fully electric buses by March 2022. Going forward, PMPML wishes to provide quality transport solutions to the citizens of PMR by deployment of unique e-mobility concepts in furtherance of the visionary Electric Vehicle (EV) policy notified by the Government of Maharashtra (GoM) in 2021.



**Figure 1 Locations proposed under the Project**

S.No.	Location	App. Area Available (sq.ft.)
1	Katraj Snake Park Bus Stand	1200
2	Baner Sus road	700
3	Bhosari BRT	700
4	MG Pul Gate	700
5	Deccan Gymkhana	1200
6	Annabhau Sathe	1200
7	Hinjewadi Phase II	1200

In pursuance of the above and in order to propagate green and shared e-mobility in PMR, PMPML wishes to appoint an Operator to finance, procure, install, operate and maintain electric Public Charging Stations (PCS) on Public Private Partnership (PPP) basis at designated PMPML locations (the "Project") for an initial Contract Period of 12 (twelve) years excluding Implementation Period of 06 (six) months. PMPML at its sole discretion may extend the Contract Period considering future revenue potential of the Project and technological obsolescence. Subsequent sections detail the scope of work to be carried out by the selected Operator.

For the purpose of this RFP, an Operator shall mean the Successful Bidder with whom PMPML enters into a Contract pursuant to the completion of the Bidding Process (the "Operator"). The private entity (the "Bidder") submitting the Bid in response to this RFP will be entirely responsible for financing, procuring, installing, operating and maintaining the Project on revenue sharing basis. PMPML will only provide the requisite space at each of the locations to the Operator for setting up and operating the PCS on purely lease basis and shall undertake or bear no charges/liabilities/expenses relating to the Project. All locations designated under the Project shall be allocated to the single Successful Bidder only.

## 1.2 Objective of the Project

The Government of India and Government of Maharashtra have outlined a vision of complete electrification of urban transport within the next decade. In pursuance of this vision and considering the exponential growth in the number of EVs, PMPML envisages development of PCS at various strategic locations to facilitate the citizens of the PMR.

## 1.3 Request for Bids

Through this RFP, PMPML invites Bids from interested firms (the "Bids") for the "Appointment of Operator for Setting Up of Public Charging Stations at designated PMPML locations on Public Private Partnership (PPP) Basis" (the "Project") through an open, transparent, fair and competitive Bidding Process as per procedure laid down in this RFP (the "Bidding Process").

## 1.4 Due Diligence by Bidders

Bidders are encouraged to inform themselves fully about the Project before submitting their Bid by paying a visit to the selected locations designated by PMPML under the Project and availability of required space and electrical infrastructure, sending written queries to PMPML, and attending a Pre-Bid Conference on the date and time specified in Clause 1.11.

## 1.5 Sale of RFP Document and Bid Security

The RFP document can be downloaded from the website [www.mahatenders.gov.in](http://www.mahatenders.gov.in). The Bidder shall make non-refundable online payment of ₹20,000 (Rupees Twenty Thousand only) towards the cost of RFP document excluding GST (Goods and Services Tax) at the time of submission of its Bid through the e-tendering system. The Bidder shall also make online payment of Bid Security of ₹5,00,000 (Rupees Five Lakhs only). PMPML will promptly notify other Bidders in case their Bids have been deemed unsuccessful and their Bid Security shall be accordingly returned within 30 (thirty) days, without interest from the date of signing of Agreement/Contract with the Successful Bidder. PMPML reserves the right to reject any Bid and appropriate the Bid Security if:

- i. at any time, a material misrepresentation or deviation is made or uncovered, or
- ii. the Bidder does not provide, within the time specified by PMPML, the additional information sought by PMPML for evaluation of the Bid.

## 1.6 Validity of the Bid

The Bid must remain valid for a period of not less than 180 (one hundred and eighty) days after the Bid Due Date (the “BDD”). PMPML will select the Successful Bidder and award the work within this period.

## 1.7 Brief Description of the Bidding Process

PMPML has adopted a two-stage Bidding Process (collectively the “Bidding Process”) for evaluating the Bids comprising Technical and Financial Bids to be submitted through e-tendering system on [www.mahatenders.gov.in](http://www.mahatenders.gov.in). First stage would comprise evaluation of Technical Bids as specified in Clause 2.21 and Clause 3.1.1 Based on this technical evaluation, subsequent stage would involve evaluation of Financial Bid of only those Bidders who meet the prescribed Technical Eligibility Criteria as specified in Clause 2.21. The Successful Bidder will finally be selected according to Clause 3.1 and Clause 3.2. The technically qualified Bidder scoring the highest score as per the Financial Bid Criteria (the “Successful Bidder”) shall be issued the Letter of Award (the “LoA”) by PMPML subject to terms and conditions of this RFP.

## 1.8 Currency

All payments to PMPML shall be made in Indian National Rupees (₹/INR) in accordance with provisions of this RFP.

## 1.9 Schedule of Bidding Process

PMPML would endeavour to adhere to the following timelines:

S.No.	Event Description	Date
1.	Date of sale of Bidding Documents	09 December 2021 to 31 December 2021
2.	Pre-Bid Conference	On 16 December 2021 at 3.00 PM
3.	Bid Due Date (BDD)	Online Submission: The Technical and Financial Bids shall be submitted online at <a href="http://www.mahatenders.gov.in">www.mahatenders.gov.in</a> on or before 31 December 2021 by 3.00 PM.
4.	Opening of Technical Bid	On 01 January 2022 at 3.00 PM
5.	Opening of Financial Bid	Will be intimated to technically qualified Bidders
6.	Validity of Bids	180 (One Hundred and Eighty) days from Bid Due Date
7.	Signing of Contract	Within 30 (Thirty) days from issue of LoA

## 1.10 Inspection of Data

Prospective Bidders may visit the office of PMPML/locations and review the available documents and data at any time prior to BDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Mr. Prashant Kolekar (Electrical Engineer, PMPML)  
Email: [electricaldept@pmpml.org](mailto:electricaldept@pmpml.org)

## 1.11 Pre-Bid Conference

A Pre-Bid conference of all prospective Bidders shall be convened at office of the Chairman & Managing Director, PMPML, Swargate, Pune -411037 at the date and time mentioned in Clause 1.9. A maximum of 01 (one) representative of each prospective Bidder shall be allowed to participate in the Pre-Bid conference. Pre-Bid shall also be held online at following link:

Join Zoom Meeting

<https://us02web.zoom.us/j/82768588203?pwd=THNVVEhlcDBRZ2hWeVV3MUUpzRnBRUT09>

Meeting ID: 827 6858 8203

Passcode: 568069

During the Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of PMPML. PMPML shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a open, fair, transparent and competitive Bidding Process.

The Bidders are requested to kindly send their queries on the e-mail id electricaldept@pmpml.org as word document in below format on or before 16 December 2021 by 06.00 PM.

- **Format for submitting clarification:**

S.No.	Reference Clause Number in RFP	Reference Clause	Clarification sought by Bidder

### 1.12 Communications

All communications shall be addressed to:  
Chairman and Managing Director Office,  
PMPML, Swargate, PMT Building,  
Pune 411 037  
Email: electricaldept@pmpml.org

## 2 Instructions to Bidders

### 2.1 Scope of Bid

- 2.1.1. Detailed description of the objectives, scope of services, deliverables and other requirements relating to the Project are specified in this RFP. In case a Bidder possesses the requisite experience and capabilities required for undertaking the Project, it may participate in the Bidding Process either individually (the "Sole Firm") or as lead member of a Consortium of firms (the "Lead Member") in response to this invitation.

Consortium shall mean a group of legally constituted entities coming together to submit their common response to this RFP (the "Consortium"). The term Bidder (the "Bidder") means the Sole Firm or each member of the Consortium, as the case may be. The manner in which the Bid is required to be submitted, evaluated and accepted is explained in this RFP. The maximum number of members in case of a Consortium shall not exceed 02 (two) including the Lead Member. **In case of a Consortium, the Lead Member shall be an Operator engaged in the business of installing and operating Electric Charging Stations (ECS) for any public/private entity over a period of at least 01 (one) year as on the date of publication of this RFP or a Operator of fully electric buses with minimum fleet size of 30 (thirty) electric buses alongwith requisite charging infrastructure operational over a period of at least 01 (one) year as on the date of publication of this RFP.**

The Bidder must submit documentary evidence in the form of Work Order and Agreement/Completion Certificate issued by Client in respect of the aforementioned requirement. The Consortium must submit a Consortium Agreement as part of its Technical Bid clearly highlighting the shareholding and role of each member. The Lead Member shall maintain 51% (Fifty One Percent) shareholding in the Consortium during the tenure of Contract. No changes shall be allowed in the constitution of the Consortium during or before the Contract Period. In case of award of Project, each member of the Consortium shall be jointly and severally responsible for implementation of the Project as per terms of this document during the Contract Period.

- 2.1.2. Bidders are advised that the selection of the Successful Bidder shall be on the basis of an evaluation by PMPML through the Bidding Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Bidding Process will be given and that PMPML's decisions are without any right of appeal whatsoever. Chairman and Managing Director of PMPML has the absolute right to suspend or terminate the Bidding Process at any time without assigning any reasons thereof for the suspension or termination to any Bidder or external entity. PMPML shall not be bear liability of any kind to any entity and/or Bidder for suspension or termination of the Bidding Process.
- 2.1.3 The Bidder shall submit its Bid in the form and manner specified in this Section of the RFP. The Technical Bid shall be submitted in the forms provided at Appendices-I, IV & V as well as other formats specified herein, and the Financial Bid shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an

Agreement/Contract with PMPML as per terms mentioned in this document. In case any Bidder reveals any type of information pertaining to the financial quote in his Technical Bid, then such Bidder shall be deemed to be disqualified from the Bidding Process with immediate effect and Bid Security/ of such Bidder shall be forfeited by PMPML.

## 2.2 Eligibility & Evaluation Criteria

2.2.1 The Bidders shall fulfil all the following Eligibility Criteria independently in order to qualify for further evaluation of their respective Bids.

S.No	Eligibility Criteria	Supporting Documents
a	The Bidder/ each member of Consortium may either be a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 / 2013, or a body corporate incorporated under the applicable laws of its origin.	Copy of Certificate of Incorporation or equivalent issued by a Competent Authority
b	Average annual turnover of the Bidder in the 3 (three) financial years (i.e. 2017-18, 2018-19, 2019-20) shall be <b>INR 5 Crores (Indian Rupees Five Crores)</b> .  Both members of Consortium can jointly fulfil this criterion.	Copy of the audited annual accounts of the Bidder for each of the three financial years (2017-18, 2018-19, 2019-20) and a certificate (on the letter head) of the Statutory Auditor of the Bidder duly signed & stamped and clearly mentioning the turnover details of three financial years (2017-18, 2018-19, 2019-20)
c	Bidder must have minimum net worth of <b>INR 2.50 Crores (Indian Rupees Two Crores and Fifty Lakhs) as on 31 March 2021</b> .  Both members of Consortium can jointly fulfil this criterion.	Certificate from Statutory Auditor of the Bidder duly signed & stamped and clearly mentioning the net worth details of Bidder as on 31 March 2021.
d	Bidder or Lead Member of Consortium as the case may be must have experience of installing, operating and maintaining minimum number of <b>30 (Thirty) electrical charging stations for charging of EV's for a minimum period of 1 (One) year as on the date of publication of this</b>	Copy of contract and work order or experience letter from client

	<p><b>RFP.</b></p> <p><b>Note:</b> Experience furnished by Operators of fully electric buses with minimum fleet size of 30 (thirty) electric buses alongwith requisite charging infrastructure operational over a period of at least 01 (one) year as on the date of publication of this RFP shall also be considered.</p>	
<b>e</b>	Bidder should have an ESIC certificate.	Copy of Employee State Insurance Corporation Registration
<b>f</b>	Bidder should have GST registration	Valid GST registration Certificate
<b>g</b>	Bidder must not have been blacklisted/terminated for fraudulent practices or for non-fulfilment of contract by any of its clients including Central/State UT Government departments /Ministries/Government Undertakings or Corporations/Government Bodies and Public Sector Undertakings in India or abroad, as on the date of submission of Bid.	Self-certification signed by the Authorized Signatory on the Bidder's letter head in the format provided in this document.
<b>h</b>	A Bidder or each member of Consortium as the case may be or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate. Declaration to that effect must be submitted by the Bidder in his Technical Bid.	Self-certification signed by the Authorized Signatory on the Bidder's letter head

**Note:**

It is mandatory to submit the supporting documents for fulfilment of the Eligibility Criteria as well as TEC, and the Bidder may be disqualified should it fail to provide the requisite supporting documents. In case of a Bid being submitted by a Consortium, the requisite supporting documents must be submitted for each member of the Consortium.

- A. Bidders should necessarily give the details in the formats given in Appendix of this RFP. All the details should be given in the prescribed format only and in accordance to the terms and conditions as mentioned in the RFP.
- B. Bid should be comprehensive and must consider the Scope of Work to be completed by the Bidder over the entire Contract Period.
- C. PMPML at its sole discretion may seek clarifications from any Bidder regarding any information submitted in his Bid or any further clarifications as may be required.
- D. Any Bidder submitting any information regarding price/financial quote in his Technical Bid shall be summarily disqualified from the Bidding Process.

The Bidder should submit a notarized Power of Attorney as per the format at Form - 4 of Appendix-I and elsewhere mentioned in the RFP. The Bidder must submit the necessary board resolution allowing the Authorized Signatory to sign the Bid.

**2.2.2 a. Technical Evaluation Criteria (TEC)**

S.No	Technical Evaluation Criteria	Parameters	Maximum Marks
1.	Average Annual Turnover of Bidder in INR for FY(2017-18, 2018-19 and 2019-20)	<ul style="list-style-type: none"> <li>• 5 Crores to 7.5 Crores -10 Marks</li> <li>• Greater than 7.5 Crores upto 10 Crores -15 Marks</li> <li>• Greater than 10 Crores -20 Marks</li> </ul>	20
2.	Net worth of Bidder in INR as on 31 March 2021	<ul style="list-style-type: none"> <li>• 2.5 Crores -5 Marks</li> <li>• Greater than 2.5 Crores – 10 Marks</li> </ul>	10
3.	Experience of Bidder for installing, operating and maintaining electrical charging stations (ECS) for charging of EV's	<ul style="list-style-type: none"> <li>• 30 ECS to 45 ECS -10 Marks</li> <li>• Greater than 45 ECS upto 60 ECS -15 Marks</li> <li>• Greater than 60 ECS-20 Marks</li> </ul>	20
4.	Business Plan for the Project <sup>i</sup>	<ul style="list-style-type: none"> <li>• Business Plan of the Project for tenure of 20 (twenty) years considering capital expenditure,</li> </ul>	10

		operational expenditure etc.	
5.	<b>Project Presentation<sup>i</sup></b>	<ul style="list-style-type: none"> <li>Highest usage of land parcel to be handed over by PMPML for installation of PCS under the Project without hindering operations of PMPML</li> <li>Adequacy of Presentation regarding to all points mentioned in the Terms of Reference</li> </ul>	<b>40</b>
<b>TOTAL TEC SCORE</b>			<b>100</b>

**Note: i.** Marks for Business Plan and Project Presentation shall be allocated pursuant to detailed presentation in front of evaluation committee by the Bidder;

ii. Bidders will be required to score minimum 70 (seventy) marks in the Technical Evaluation Criteria (TEC) to be considered for opening of their respective Financial Bid, however, Chairman and Managing Director of PMPML shall have rights to relax this criterion at his/her sole discretion

**b. Financial Evaluation Criteria (FEC):** Highest monthly share of gross revenue to be shared with PMPML throughout the Contract Period (in %).

**Note: i.** The minimum monthly revenue share to be shared with PMPML throughout the Contract Period is 10% (Ten Percent) of monthly gross revenue earned by the Bidder from the Project.

ii. The revenue share to be quoted by Bidder shall be excluding all applicable taxes which are to be solely borne by the Bidder.

iii. PMPML at its discretion may not consider the Bids received lower than the threshold value given in (i) hereinabove.

2.2.3 Any entity which has been barred by the Central Government, any State Government, a statutory body or a public-sector undertaking, as the case may be, from participating in any project or for non-fulfilment of contract, and the bar subsists as on the BDD, will not be eligible to submit a Bid either by itself or through its Associate. For purposes of this RFP, Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (Fifty Percent) of the voting shares of such person, and with respect to a person which is not a company or a corporation, the power to direct the management and policies of such person by operation of law. PMPML reserves to take appropriate action against any Bidder in respect of the aforementioned requirement at any stage of the Bidding Process or after execution of Contract with the Successful Bidder.

- 2.2.4 A Bidder or its Associate should have, during the last three years, neither failed to perform on any contract or agreement, as evidenced by imposition of a penalty by an arbitral or a judicial body or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.
- 2.2.5 While submitting a Bid, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

## **2.3 Conflict of Interest**

- 2.3.1 A Bidder shall not have a conflict of interest that may affect the Bidding Process or the work to be undertaken after signing of the Contract (the "Conflict of Interest") as deemed by PMPML. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, PMPML shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to PMPML for, inter alia, the time, cost and effort of PMPML including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to PMPML hereunder or otherwise.
- 2.3.2 The Successful Bidder shall professionally, objectively, and impartially undertake the Project at all times holding PMPML's interests' paramount, strictly avoiding conflicts with other assignments or its own corporate interests, as also any other interests and acting without any consideration for future work.
- 2.3.3 The Bidder has an obligation to disclose to PMPML any situation of actual or potential conflict that affects its capacity to serve the best interests of PMPML. Failure to disclose such situations may lead to the disqualification of the Bidder and consequently the termination of its Contract at any point of time and at the risk and cost to it, if the Bidder is subsequently selected as the Successful Bidder.

## **2.4 Number of Bids**

No Bidder shall submit more than 1 (one) Bid for the Assignment. A Bidder applying individually shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be. In case any such duplicate Bid is discovered by PMPML, all Bids submitted by such Bidders shall be summarily disqualified without assigning any reasons whatsoever.

## **2.5 Cost of Bid**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process including subsequent negotiation, visits to PMPML office etc. PMPML will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.6 Visit to PMPML and verification of information**

Bidders are encouraged to submit their respective Bids after visiting the office of PMPML and ascertaining for themselves the available electrical infrastructure and any other conditions prevalent in Pune Metropolitan Region and any other associated data with PMPML or locations on which Project is to be implemented, applicable laws and regulations or any other matter considered relevant to them. PMPML shall not be liable to any Bidders for non-verification of any available information by them pursuant to the BDD.

## **2.7 Acknowledgement by Bidder**

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

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from PMPML;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of PMPML or relating to any of the matters referred to in Clause 2.6;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6, necessary and required for submitting an informed Bid and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 PMPML or its advisors/consultants shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by PMPML.

## **2.8 Right to Reject Any or All Bids**

2.8.1 Notwithstanding anything contained in this RFP, PMPML reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.8.2 Without prejudice to the generality of Clause 2.8.1, PMPML reserves the right to reject any Bid if:

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

2.8.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If the Bidder is the Lead Member of a Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the highest-ranking Bidder gets disqualified /

rejected, then PMPML reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion and interest of PMPML, including annulment of the subject Bidding Process.

## **2.9 Contents of the RFP**

2.9.1 This RFP comprises the Disclaimer set forth hereinabove and will additionally include any Addendum/Amendment issued in accordance with Clause 2.11.

## **2.10 Clarifications from Bidders**

2.10.1 Bidders requiring any clarification on the RFP may send their queries to PMPML in writing by e-mail to [electricaldept@pmpml.org](mailto:electricaldept@pmpml.org) before the date mentioned in Clause 1.11.

PMPML will post the reply to all such queries on the [www.mahatenders.gov.in](http://www.mahatenders.gov.in) and Bidders are strictly advised to constantly monitor the e-procurement portal regarding the same.

2.10.2 PMPML reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging PMPML/ to respond to any question or to provide any clarification regarding any aspect of this RFP document.

## **2.11 Amendment of RFP**

2.11.1 At any time prior to the deadline for submission of Bid, PMPML may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on [www.mahatenders.gov.in](http://www.mahatenders.gov.in) and updated document will be binding on all Bidders (the Addendum” or “Amendment”). Bidders are advised to check [www.mahatenders.gov.in](http://www.mahatenders.gov.in) from time to time for issuance of such Addendum/ Amendment. PMPML does not assume any liability/responsibility in case any Bidder(s) does not take into account such Addendum/ Amendment while submitting their respective Bids.

2.11.2 To allow the Bidders a reasonable time for taking an amendment into account, or for any other reason, PMPML may, in its sole discretion, extend the Bid Due Date.

## **2.12 Language**

The Bid with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Bidding Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

## 2.13 Format and Signing of Bid

- 2.13.1 The Bidder shall provide all the information sought under this RFP. PMPML would evaluate only those Bids that are received in the specified forms and complete in all respects and adhering to the time limit specified hereinabove.
- 2.13.2 The Bidders shall submit the Bid consisting of the Technical Bid and Financial Bid through the e-tendering system on [www.mahatenders.gov.in](http://www.mahatenders.gov.in). The Bidder shall refer to guidelines provided in Appendix III for submission of Bid through e-tendering system on [www.mahatenders.gov.in](http://www.mahatenders.gov.in). In addition to the online submission of the Bid through e-tendering system. It shall be noted that Bids submitted through the e-tendering system will only be considered for evaluation. Submission of the Bid in any other form shall not be eligible for consideration and be summarily rejected. The Technical Bid and Financial Bid submitted by the Bidders on [www.mahatenders.gov.in](http://www.mahatenders.gov.in) shall only be considered for the purpose of evaluation by PMPML.
- 2.13.3 The Bid shall be typed or written in indelible ink and signed by the Authorised Signatory of the Bidder who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bids must be properly signed by the authorised representative (the "Authorised Signatory") as detailed below:
- i. by the proprietor, in case of a proprietary firm; or
  - ii. by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - iii. by a duly Authorised Signatory in case of a Limited Company or a corporation; or
  - iv. by the Authorised Signatory of the Lead Member, in case of Consortium.

A Power of Attorney certified by a notary public in the form specified in Appendix-I (Form 4) and Board Resolution for delegating signing authority to Authorized Signatory of each Bidder (Sole Firm or each Consortium Member) shall accompany the Bid. In case of Consortium, the Authorized Signatory of the Lead Member shall be duly authorized through a notarized Power of Attorney by the Consortium Partner to sign the Bid on behalf of the Consortium.

- 2.13.4 Bidders should note the BDD, as specified in Clause 1.9, for submission of Bids. Except as specifically provided in this RFP, no supplementary material will be entertained by PMPML, and that evaluation will be carried out only on the basis of Documents received by the closing time of BDD. Bidders will not provide additional material information or documents, unless asked in writing by PMPML subsequent to the BDD, and unsolicited material if submitted shall be summarily rejected and disregarded.

## 2.14 Technical Bid

- 2.14.1 Bidders shall submit the Technical Bid in the formats at Appendix-I and Appendices IV and IV (the "Technical Bid") and all other documents/formats mentioned in this document.

- 2.14.2 The Bidder is expected to study the RFP document in detail and be diligent in preparing the Technical Bid. Any deficiencies on the part of the Bidder in providing the information requested as per this RFP may result in rejection of a Bid being non-responsive and shall be at the complete risk of the Bidder. Price shall not be quoted/mentioned anywhere in the Technical Bid and doing so may result in immediate disqualification of the Bidder.
- 2.14.3 While submitting the Technical Bid, the Bidder shall, in particular, ensure the below mentioned instructions are complied with and the following documents and/or information are mandatorily included in the Technical Bid:
- i. All forms submitted in the prescribed format and signed by the prescribed signatories;
  - ii. Power of Attorney(s) as per the formats included in this RFP is executed as per applicable laws and submitted;
  - iii. Business Plan for tenure of 20 (twenty) years considering capital expenditure, operational expenditure, Service Fee to be charged from all customers, revenue projections etc. for the Project;
  - iv. Certified copy of receipt for payment for tender cost as generated by [www.mahatenders.gov.in](http://www.mahatenders.gov.in);
  - v. Certified copy of receipt for payment of Bid Security as generated by [www.mahatenders.gov.in](http://www.mahatenders.gov.in);
  - vi. Certified copy of PAN card of the Bidder;
  - vii. Certified copy of Goods and Service tax (GST) registration;
  - viii. Brief description of the Bidder's organization and an outline of the complete experience of the Bidder that is most relevant to the assignment.
  - ix. Complete copy of RFP and Addendum, if any, signed in full on each page, in token of acceptance of the terms and conditions of the RFP;
  - x. the Bid is responsive in terms of Clause 2.21.3.
- 2.14.4 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Bid non-responsive liable to be rejected.
- 2.14.5 The Technical Bid shall not include any financial information relating to the Financial Bid.
- 2.14.6 PMPML reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by PMPML to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of PMPML thereunder.
- 2.14.7 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LoA (Letter of Award) or entering into of the Agreement, and if the Successful Bidder has already been issued the LoA or has entered into the Agreement,

as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by PMPML without PMPML being liable in any manner whatsoever to the Successful Bidder, as the case may be. In such an event, PMPML shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to PMPML for, inter alia, time, cost and effort of PMPML, without prejudice to any other right or remedy or penal action that may be available to PMPML.

## **2.15 Financial Bid**

2.15.1 Bidders shall submit the Financial Bid in the formats at Appendix-II (the "Financial Bid") in both figures and words, and signed by the Bidder's Authorised Signatory which shall be in accordance with Clause 2.2.2.b of this RFP. The Bidder shall strictly submit the Financial Bid through e-tendering system only.

2.15.2 While submitting the Financial Bid, the Bidder shall ensure the following:

- i. The Financial Bid shall not consider Goods & Service Tax (GST) and all other applicable taxes, which shall be paid extra by Successful Bidder at prevailing rates.
- ii. The monthly revenue share has to be paid by the Successful Bidder to PMPML on the first date of every succeeding month.
- iii. The cost for Bid preparation, Bid submission until decision on the Bids and execution of the agreement and commencement and completion of assignment under this RFP shall be to the account of the Bidder.
- iv. All the revenue accrued by the Bidder through the Project shall be deposited in an escrow account to be opened by the Bidder through a separate tripartite escrow agreement to be executed between Bidder, PMPML and the escrow bank.

## **2.16 Submission of Bid through e-tendering System**

2.16.1 The Bidders shall submit the Bid in accordance with clause 2.13.2, with all pages numbered serially and by giving an index of submissions. Each page of the Bid shall be initialled by the Authorised Signatory of the Bidder as per the terms of this RFP. In case the Bid is submitted considering the RFP document downloaded from [www.mahatenders.gov.in](http://www.mahatenders.gov.in), the Bidder shall be responsible for its accuracy and correctness as per RFP document uploaded by PMPML and shall ensure that there are no changes caused in the content of the downloaded document.

2.16.3 The 'Technical Bid' shall contain the Bid in the prescribed format (Form 1 of Appendix-I) along with remaining forms and supporting documents. The 'Financial Bid' shall contain the Financial Bid in the prescribed format (include forms from Appendix-II).

2.16.4 The Technical Bid and Financial Bid shall be typed in indelible ink and signed by the Authorised Signatory of the Bidder. All pages of the original Technical Bid and Financial Bid must be numbered and initialled by the person or persons signing the Bid.

2.16.5 The completed Bid must be submitted online on [www.mahatenders.gov.in](http://www.mahatenders.gov.in) on or before the specified time on BDD. Bids submitted by fax, telex, telegram, courier/ post or e-mail shall not be entertained and summarily rejected without opening.

2.16.6 The Bid shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

## **2.17 Bid Due Date**

2.17.1 Bid should be submitted on or before the Bid Due Date specified in Clause 1.9 in the manner and form as detailed in this RFP.

2.17.2 PMPML may, in its sole discretion, extend the BDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

## **2.18 Late Bids**

Bids received by PMPML after the specified time on BDD shall not be eligible for consideration and shall be summarily rejected.

## **2.19 Modification/ Substitution/ Withdrawal of Bids**

2.19.1 The Bidder may modify, substitute or withdraw its Bid after submission in accordance with the process entailed in the e-tendering system.

2.19.2 Any alteration / modification in the Bid or additional information or material supplied subsequent to the BDD, unless the same has been expressly sought for by PMPML, shall be disregarded.

## **2.20 Performance Security**

2.20.1 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to PMPML's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by PMPML as the mutually agreed pre-estimated compensation and damages payable to PMPML for, inter alia, the time, cost and effort of PMPML in regard to the RFP, including the consideration and evaluation of the Bid, under the following conditions:

- i. if a Bidder engages in any of the Prohibited Practices specified in Clause 3.3 of this RFP; and
- ii. if the Bidder is found to have a Conflict of Interest as specified in Clause 2.3; and
- iii. if the selected Bidder commits a breach of the Agreement.

2.20.2 An amount of **INR 25,00,000/- (Rupees Twenty Five Lakh only)** shall be deemed to be the Performance Security for the purposes of this Clause 2.20, which may be forfeited and appropriated in accordance with the provisions hereof. The

Performance Security shall be submitted in the form of a bank guarantee drawn on a nationalized bank and payable at Pune. The tenure of Bank guarantee must be (03) three years plus 01 (one) year on extendable basis throughout the Contract Period.

## **2.21 Evaluation of Bids**

2.21.1 PMPML shall open the Bids at the place and time specified in Clause 1.9 and in the presence of the Bidders who choose to attend. The “Technical Bid” shall be opened first. The “Financial Bid” shall be opened at a later date.

2.21.2 Bids for which a written notice of withdrawal has been submitted to PMPML in accordance with Clause 2.19 shall not be opened.

2.21.3 Prior to evaluation of Bids, PMPML will determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

- i. the Technical Bid is received in the form specified in Clause 2.14, at Appendix-I and elsewhere in this RFP;
- ii. it is received by the BDD including any extension thereof pursuant to Clause 2.17;
- iii. it is signed and marked as stipulated in Clauses 2.13 and 2.16;
- iv. it is accompanied by the Power of Attorney as per the format specified in Appendix-I and Appendices IV & V (in case of Consortium);
- v. it contains all the information and documents (complete in all respects) as requested in the RFP; (f) it does not contain any condition or qualification; and (g) it is not non-responsive in terms hereof.

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

2.21.5 PMPML shall subsequently examine and evaluate Bids in accordance with the Bidding Process specified at Clause 1.7 and the criteria set out in this RFP. During the process of evaluation of Bid, PMPML may seek any additional information as it may deem necessary or require for supplementing or authenticating the Bid.

2.21.6 After the technical evaluation, PMPML shall prepare a list of technically qualified Bidders in terms of Clause 3.1 for opening of their Financial Bids. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bids. Before opening of the Financial Bids, the list of technically qualified Bidders along with their TEC Scores will be read out. The opening of Financial Bids shall be done in presence of respective representatives of Bidders who choose to be present. PMPML will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Bidding Process. The evaluation of the Financial Bids shall be carried out in terms of Clauses 3.1 and 3.2.

2.21.7 Bidders are advised that selection of the Successful Bidder shall be entirely at the discretion of PMPML. Bidders shall be deemed to have understood and agreed that PMPML shall not be required to provide any explanation or justification to any Bidder in respect of any aspect of the Bidding Process.

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

## **2.22 Confidentiality**

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

## **2.23 Clarifications from Bidders during Evaluation Process**

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

2.23.2 If a Bidder does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Bid shall be liable to be rejected. In case the Bid is not rejected, PMPML may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of PMPML.

## **2.24 Negotiations**

2.24.1 The Successful Bidder may, if necessary, be invited for negotiations.

2.24.2 PMPML will examine the credentials of all Consortium members proposed for this RFP and those not found suitable shall be immediately replaced by the Bidder to the satisfaction of PMPML and meeting the requirements specified in this RFP.

## **2.25 Indemnity**

The Successful Bidder shall, subject to the provisions of the Contract and RFP, indemnify PMPML, for any direct loss or damage due to any deficiency in operationalizing the Project or any matter incidental thereto during the complete Contract Period.

## **2.26 Award of Project**

After completion of the evaluation of Bids, a Letter of Award (the "LoA") shall be issued, in duplicate, by PMPML to the Successful Bidder and the Successful Bidder shall,

within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Successful Bidder is not received by the stipulated date, PMPML may, unless it consents to extension of time for submission thereof, cancel the LoA and the next highest-ranking Bidder may be considered.

## **2.27 Execution of Contract**

After acknowledgement of the LoA as aforesaid by the Successful Bidder, it shall execute the Contract within the period prescribed in Clause 1.9. The Successful Bidder shall not be entitled to seek any deviation in the Agreement. The Successful Bidder shall bear all the cost of applicable Stamp Duty as per relevant government regulation.

## **2.28 Commencement of Project**

The Successful Bidder shall commence the Project within 14 (fourteen) days from the date of the Contract, or any other date as may be mutually agreed. If the Successful Bidder fails to either sign the Contract as specified in Clause 2.27 or commence the Project as specified herein, PMPML may invite the next ranked Bidder for negotiations. In such an event, the LoA or the Contract, as the case may be, shall stand cancelled / terminated.

## **2.29 Proprietary Data**

Subject to the provisions of Clause 2.22, all documents and other information provided or submitted by the Bidder to PMPML shall remain or become the property of PMPML. Bidders are required to treat all information shared by PMPML as strictly confidential. PMPML will not return any Bid or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Bidder to PMPML in relation to the Project shall be the property of PMPML.

### **3 Evaluation Process**

#### **3.1 Overall Evaluation Process**

3.1.1 The evaluation of the Bidders shall be done in three stages where the Bidders shall be first evaluated against the Eligibility Criteria mentioned in Clause 2.2.1

3.1.2 Only those Bidders fully satisfying the Eligibility Criteria provided in Clause 2.2.1 shall be considered for computation of their TEC score in accordance with Clause 2.2.2.a. Further, only those Eligible Bidders whose TEC score is equal to/more than threshold TEC score mentioned in Note.ii to Clause 2.2.2.a shall be considered for opening of their respective Financial Bids and further evaluation as per Clause 3.1.3.

#### **3.1.3 Combined Technical and Financial Evaluation**

- a. The Bidder quoting the highest monthly revenue share (Fh) in his Financial Bid shall be scored 100 (One Hundred) marks for the FEC. The FEC scores for the other Bidders shall be calculated as follows:

$$\text{FEC Score} = 100 * F/F_h$$

(Where F= amount quoted by Bidder in his Financial Bid & F<sub>h</sub> = amount quoted by highest Bidder)

- b. Bidders will be finally ranked according to their combined TEC and FEC scores (CS) as follows:

$$\text{CS} = 0.3 * \text{TEC Score} + 0.7 * \text{FEC Score}$$

Where CS is the combined TEC and FEC score and the eligible Bidder who secures the highest CS shall be declared as the Successful Bidder.

3.1.4 PMPML reserves the right to accept or reject any or all Bids without giving any reasons thereof.

#### **3.2 Special Conditions for Evaluation**

In the event that two or more Bidders score the same CS, the Project shall be awarded to the Bidder quoting the highest monthly revenue share to be shared with PMPML throughout the Contract Period.

#### **3.3 Fraudulent and Corrupt Practices**

PMPML's policy requires that the outside agencies engaged for specific services observe the highest standards of ethics during the execution and completion of the Contract. In pursuance of this policy, for the purposes of this provision, the terms set forth below shall apply. In the context of relevant laws in force:

- i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Bidding Processor in contract execution;
- ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence or mislead Bidding Process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of PMPML designed to establish prices at artificial, non-competitive levels (in this regard the provisions of the Competition Act,2002 shall prevail);
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract

In further pursuance of this policy, the Bidder(s) shall permit and shall cause its/their agents, experts, contractors, or suppliers to permit PMPML to access all accounts records and other documents relating to the assignment under this RFP and contract performance (in case of an award of contract) and to have them audited by the auditors/advisors appointed by PMPML at any time in case any of the above terms are violated or reported or perceived to be violated.

## 4 Miscellaneous

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Pune shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process. PMPML, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i. 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;
- ii. consult with any Bidder in order to receive clarification or further information;
- iii. Retain any information and/or evidence submitted to PMPML by, on behalf of and/or in relation to any Bidder; and/or
- iv. 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.
- v. Reject Bid submitted by any Bidder without assigning any reasons for such rejection.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases PMPML, its employees, agents, consultants 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, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

All documents and other information supplied by PMPML or submitted by a Bidder shall remain or become, as the case may be, the property of PMPML. PMPML will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential. PMPML reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Bidder shall have to procure all requisite insurance in terms of the Project at his own cost and expense.

## 5 Dispute Resolution

- i. Save where expressly stated otherwise in this document, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Project including non-completion of the Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth below.
- ii. Either Party may require the Dispute to be referred to the Chairman and Managing Director, Pune Mahanagar Parivahan Mahamandal Limited for amicable settlement. Upon such reference, both the Successful Bidder and Chairman and Managing Director, Pune Mahanagar Parivahan Mahamandal Limited shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause below.

## 6 Arbitration

- i. In the event of any dispute arising between the Parties in relation to or under the Contract, the same shall be settled by arbitration conducted by a sole arbitrator being appointed by the Authority. The decision of the arbitration tribunal shall be final and binding.
- ii. The place of arbitration shall be City of Pune.
- iii. The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English/Marathi and, if oral hearings take place, English/Marathi shall be the language to be used in the hearings.
- iv. The procedure to be followed within the arbitration and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.
- v. Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.
- vi. The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrator. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.
- vii. Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations

under this Contract without prejudice to a final adjustment in accordance with such award.

## **7 Governing Law and Jurisdiction**

- i. This Contract shall be governed and interpreted in accordance with the laws of India.
- ii. The Courts of Pune alone shall have exclusive jurisdiction over all matters arising out of or in respect of the Contract.

## **8 Risk & Indemnification Insurance**

- i. All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Project, is the responsibility of the Successful Bidder.
- ii. The Successful Bidder shall indemnify the Authority against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Project and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- iii. The Successful Bidder shall at all times indemnify the Authority against all claims, damages or compensation under the provisions of,
  - a) Payment of Wages Act, 1936;
  - b) Minimum Wages Act, 1948;
  - c) Employers Liability Act, 1938;
  - d) The Workmen's Compensation Act, 1923;
  - e) Industrial Dispute Act, 1947;
  - f) Indian Factories Act, 1948;
  - g) Maternity Benefit Act, 1961
  - h) Motor Vehicles Act, 1988

or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the Project, whether in the employment of the Successful Bidder or not, save and except where such accident or injury have resulted from any act of PMPML, their agents or servants, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Successful Bidder be paid to compromise or compound any such claim without limiting its obligations and liabilities as above provided. The Successful Bidder shall insure against all claim's damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.

- iv. The Successful Bidder shall provide, in the joint names of the Authority and the Successful Bidder, insurance cover from the Commencement Date to beyond the end of the Contract Period, for the Successful Bidder's risks covering.

- a) Loss of or damage property in connection with the Project; and
  - b) Personal injury or death of its employees.
- v. The Successful Bidder shall deliver policies and certificates to PMPML for its approval before the start of the Project. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.

## 9 Force Majeure

- i. If a Force Majeure event occurs after the issue of the Letter of Award and extends for a period greater than thirty (30) days, outside the control of both Parties, thereby rendering it impossible for either Party to fulfil its Contract obligations, under the law governing the Contract.
- ii. The Force Majeure Events are:
  - a) War, invasion, mobilisation, requisition or embargo;
  - b) Rebellion, revolution, insurrection, or military or usurped power, or civil war;
  - c) Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
  - d) Riot, commotion or disorder, unless solely restricted to employees of the Successful Bidder or of its;
  - e) Floods and any other calamity resulting from climatic imbalances; and
  - f) Pandemics and epidemics

Provided always that such events are beyond the control of the Parties and have a Materially Adverse Effect on the Project.

- iii. The Successful Bidder shall be under no liability whatsoever in consequence of any of the Force Majeure events referred to in this clause, whether by way of indemnity or otherwise.
- iv. Both Parties shall be released from further performance pursuant to any Force Majeure event stated occurring outside the control of both Parties and extending for a period greater than one hundred and eighty (180) days.
- v. If the Contract is not feasible to be executed due to a Force Majeure event beyond one hundred and eighty days (180) from the day of its first occurrence, the Authority shall be fully empowered to suspend/terminate the Contract by providing the requisite reasons in writing and the Successful Bidder shall completely stop the Project as quickly as possible after receiving this certificate.
- vi. When the affected Party is able to resume performance of its obligations under this contract, it shall give to the other Party a written notice to that effect and shall promptly, and in any event within three (3) days, resume performance of its obligation hereunder.
- vii. The obligations and liabilities of the Parties under this Contract would continue as long as Force Majeure event does not impede the performance.

## 10 Termination

### 10.1 Termination for Operator's Default

- i. Save as otherwise provided in this RFP, in the event that any of the defaults specified below shall have occurred, and the Operator fails to cure the default within the cure period specified, or where no cure period is specified within a cure period of 30 (thirty) days or any period that Authority may deem fit, the Operator shall be deemed to be in default of the Contract (the "Operator Event of Default") unless the default has occurred solely as a result of any breach of the Contract/RFP by the Authority or due to Force Majeure. Material Adverse Effect means a material adverse effect of any act or event on the ability of either party to perform any of its obligations under and in accordance with the provisions of the Contract and which act or event causes a material financial burden or loss to either party
- ii. The defaults referred to herein shall include the following:
  - a. The Operator has suspended operation of the Project for any consecutive period of 10 (ten) days;
  - b. The Operator abandons or manifests intention to abandon the operation of the Project without the prior written consent of the Authority;
  - c. The Operator has failed to make payment of monthly revenue share to the Authority;
  - d. the Operator has failed to make payment of Damages and/ or Penalty to the Authority within the period specified in the Contract;
  - e. the Operator creates any Encumbrance in breach of the Contract;
  - f. a breach of any of the provisions of the Contract by the Operator has caused a Material Adverse Effect;
  - g. the Operator repudiates the Contract or otherwise takes any action or evidences or conveys an intention not to be bound by the Contract;
  - h. there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Operator under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Operator, and such transfer causes a Material Adverse Effect;
  - i. an execution levied on any of the assets of the Operator has caused a Material Adverse Effect;
  - j. the Operator is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed to the Operator for whole or material part of its assets that has a material bearing on the Project;
  - k. the Operator has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
  - l. a resolution for winding up of the Operator is passed or any petition for winding up of the Operator is admitted by a court of competent jurisdiction and a provisional

liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Operator is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction;

- m. any representation or warranty of the Operator herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading;
- n. the Operator submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- o. the Operator has failed to fulfil any obligation, for which failure Termination has been specified in the Contract;
- p. the Operator commits a default in complying with any other provision of the Contract if such default causes a Material Adverse Effect on the Authority; or
- q. the Operator continuously commits breach of any of its O&M related obligations as specified in the Contract;
- r. The Operator has undertaken development/modification/refurbishment of the Project which has resulted in hinderance to PMPML's bus operations from the concerned location.

Without prejudice to any other right or remedies which the Authority may have under this Contract, upon occurrence of an Operator Event of Default, the Authority shall be entitled to terminate this Contract by issuing a termination notice to the Operator; provided that before issuing the termination notice, the Authority shall by a notice inform the Operator of its intention to issue such termination notice and grant 15 (fifteen) days to the Operator to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the termination notice and terminate the Contract. Pursuant to termination of Contract by Authority due to Operator Event of Default, Authority may encash Performance Security submitted by Operator.

## 10.2 Termination for Authority's Default

- i. In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a cure period of 30 (thirty) days or such longer period as has been expressly provided in the Contract, the Authority shall be deemed to be in default of the Contract (the "Authority Event of Default") unless the default has occurred as a result of any breach of the Contract by the Operator or due to Force Majeure. The defaults referred to herein shall include the following:
  - a. the Authority repudiates this Contract or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Contract.
- ii. Without prejudice to any other right or remedy which the Operator may have under this Contract, upon occurrence of an Authority Event of Default, the Operator shall, be entitled to terminate this Contract by issuing a termination notice to the Authority; provided that before issuing the termination notice, the Operator shall by a notice inform the Authority of its intention to issue the termination notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15

(fifteen) days, whether or not it is in receipt of such representation, issue the termination notice.

- iii. In case of termination of Contract due to Authority Event of Default, Performance Security shall be returned in full.

### **10.3 Other Provisions**

- i. Without prejudice to the above, either party can unilaterally terminate the Contract through a written notice of 03 (Three) months to the other party.
- ii. In case the Operator is not able to provide any revenue to PMPML from the Project for 03 (three) consecutive months without invoking Force Majeure, PMPML may unilaterally terminate the Contract without any prior notice and appropriate the Performance Security.
- iii. In case of termination of the Contract due to any reason, Authority shall not pay termination payment of any kind whatsoever.
- iv. Bidders to note that in case of expiry of Contract or termination of Contract due to occurrence of Operator Event of Default, all PCS, infrastructure and assets created under the Project shall be transferred to the Authority at no extra charge.

# SCHEDULES

# SCHEDULE – 1

## Terms of Reference (TOR)

### 1. Scope of Work

- a) The Operator shall finance, procure, install, commission and maintain the PCS at each of the 07 (seven) PMPML Locations during the Contract Period as per the terms of this RFP.
- b) The Operator will invest and develop complete upstream electrical infrastructure for the PCS such as transformer, cabling, load enhancement, new electrical connection from DISCOM/MSEDCL, recurring expenses such as data charges, maintenance, manpower for operation (if required) etc. PMPML shall only facilitate development of requisite upstream electrical infrastructure required for the Project without incurring expenditure of any kind.
- c) Operator shall install PCS in the area available at each of the designated location as per technical specifications and conditions provided in notification no.12/2.2018-EV dated 01 October 2019 issued by Government of India (GoI) and amendments thereof as well as any other guidelines/notifications issued by GoI and GoM.
- d) At each site the area made available to the Operator shall be divided into individual parking bays of for installation of PCS and EV charging. Each parking bay will have an area of 9.5 square meters (1.5 square meters for PCS and 8 square meters for one car/four-wheeler space).
- e) If required, The Operator shall construct and install canopy, barricading and other construction required to make the PCS functional. The Operator shall be mandatorily required to undertake structural audit of said construction and obtain requisite safety certificate from competent authority as and when required. The Operator shall submit the said certificate to PMPML.
- f) The Operator shall finance and undertake deployment of qualified manpower, required tools, logistics, spares and consumables for undertaking installation and operations & maintenance (O&M) of the Project during the Contract Period.
- g) All approvals, equipment, item and works which are not specifically mentioned in this document but are required for successful O&M of the Project or any part thereof in every respect and for safe and efficient operation and guaranteed performance are included in the scope of the Operator.
- h) The Operator shall maintain accurate and up-to-date operating logs, records and monthly reports regarding the O&M of the Project and provide the same to PMPML at end of each month during the Contract Period.

- i) The Operator shall perform and oversee the performance of periodic overhauls or maintenance required for the facility in accordance with the recommendations of the supplier of the Project or any part thereof.
- j) The Operator shall procure spares parts, overhaul parts, tools, equipment, consumables, etc. required to operate and maintain the project in accordance with the judicious EV charging station practices and having regarded to warranty recommendations during complete O&M period.
- k) The Operator at his own cost and expense undertake complete responsibility of total operation & maintenance of the Project or any part thereof including all the infrastructure developed from the date of signing of the Contract, including deployment of necessary staff after the commissioning till the end of Contract Period.
- l) The Operator shall promptly and regularly dispose of debris/scrap generated from the Project as per the guidelines issued by the competent authority. The Operator shall maintain and keep all administrative offices, roads, tool room, equipment, clean, green and in workable conditions.
- m) The total cost of electricity as applicable including but not limited to fixed charge, energy charge, demand charge, surcharge, duty, demand charges, contingency for power purchase adjustment charges, etc. and all operating and maintenance expenses related to PCS shall be borne by the Operator.
- n) Operator shall ensure that there is seamless integration between software system of the Operator and software system (Application/App) developed and owned by PMPML. PMPML shall receive real time notifications, on demand reports on all charging stations. Also, till the time, system of PMPML and system of Operator are seamlessly integrated with each other, Operator shall provide administrative access to PMPML for all real time notifications and all reports.
- o) Operator should ensure that software App should also have proper booking facility of charging slots for customers along with all other features required to operate and manage a charging station
- p) The Operator shall collect the charging revenue through Tariff from the customers and share a percentage of that revenue with PMPML as per terms of this RFP during the Contract Period. The Tariff is defined as the amount per unit of electricity in Indian Rupees to be charged by the Operator over and above the applicable per unit rate of electricity as fixed by MSEDCL (the "Tariff"). The Tariff will be applicable for the Bidder till the time GoI/GoM/State Nodal Operator/Competent Authority fixes the Tariff or ceiling for the Tariff that can be charged from customers. Till the time the Tariff is not fixed by the Concerned Authority, the Tariff for any concerned period shall be approved by PMPML in writing.
- q) The Operator shall procure and obtain all applicable statutory approvals/ permissions from the respective authorities for the installation and operation of Charging station within 06 (six) months from the date of signing of Contract.

- r) Operator shall strictly adhere to all applicable safety guidelines as notified by competent authority from time to time and ensure that no damage is caused to the locations or any PMPML property on account of his actions.
- s) Bidder agrees that the space provided by each of the location by PMPML is on pure lease basis for implementation and operation of the Project during the Contract Period. The Bidder is forbidden from creating any lien or any kind of encumbrance on each of the locations. Any activity which is unrelated to the Project is not allowed to be undertaken at each of the locations.
- t) PMPML shall provide guidelines for branding of the Project. The Operator shall strictly adhere to the guidelines provided by PMPML. Operator is allowed to only display his name and name of the Project at each of the locations. Any other kind of advertisement is strictly forbidden.
- u) PMPML shall not be responsible for any loss or damage or shortage that may be suffered by the Operator due to drop in traffic, bandhs, agitations, vandalism by either crew or outsiders, strikes, war, flood, fire, epidemic, pandemic, riots or any other causes which PMPML thinks necessary.
- v) The Successful Bidder shall indemnify PMPML against all claims, actions, suits, proceeding, demands, costs, charges, liabilities and expenses arising from the Project.
- w) Operator shall be responsible for any direct or indirect liability that arises out of usage of the Project.
- x) All types of maintenance of the Project falls under scope of the Operator.
- y) The Operator shall upgrade the type of chargers and related accessories including hardware, software, spares (if required) etc., in case of any technological advancements and business need during the Contract Period.
- z) Pursuant to completion of Contract Period or termination of Contract whichever is earlier, all assets and infrastructure developed under the Project such as PCS, upstream infrastructure etc. shall be the property of PMPML and the Operator shall have no further claim on the Project.
- aa) Operator must develop and operate the Project in an optimal manner without causing hindrance of any kind to PMPML's bus operations during the Contract Period.

## **2. Revenue Sharing Mechanism**

- a) All the revenue collected by the Operator from the Project shall be done digitally through an App and must be immediately deposited in an escrow account in the name of PMPML and which shall be opened by the Operator within 15 (fifteen) days from date of signing of the Contract.
- b) Any delay in depositing the revenue in the escrow account shall incur a penalty of 15% (Fifteen Percent) on monthly basis.

- c) PMPML must be provided administrative access to the App mentioned hereinabove or any successive digital revenue collection mechanism for the complete Contract Period.
- d) The Operator shall pay all the statutory levies and taxes imposed (like GST, Excise, ESI, PF, TCS, TDS etc.) by the Government/Bank or any other authorities (currently or in future) on the operation and maintenance of escrow account. Further, Operator shall also pay increase in the taxes and/or any levies on escrow account.
- e) The Operator must ensure that all PCS installed under the Project must have 95% (ninety five percent) uptime during the Contract Period on daily basis. In case the availability of any PCS goes below the threshold value of 95% during any month, then a penalty of INR 1000 (Indian Rupees One Thousand) per day per PCS shall be levied on the Operator. In case the Operator is unable to maintain total cumulative availability of PCS as 95% for 03 (three) successive months, it shall be deemed as default of Contract on part of the Operator and may lead to termination of the Contract by PMPML
- f) The Operator shall ensure that 100% (one hundred percent) of the PCS are always online and shall be monitored by PMPML through the App continuously. In case any PCS goes offline, revenue collected for the same shall be recorded in joint register maintained for this purpose by PMPML and Operator.
- g) The Operator shall maintain adequate logs and records of the following and share with PMPML on a monthly basis, during the Contract Period:
- Number of vehicles charged per day
  - Average time to charge a vehicle (for each charger type)
  - Run-time (for each charger type)
  - Units consumption for charging (for each charger type)
- h) The Operator must note that PMPML does not provide any type of guarantee for the adequate number of EVs at any given time during the Contract Period. The Operator shall not have claim for any compensation in case of reduction in the number of users due to any reason.
- i) The Operator shall provide PMPML complete access and right to examine the electrical meters and other infrastructure installed under the Project on regular basis
- j) The Operator shall mandatorily submit a copy of the annual audited accounts of the Project for every year of the Contract Period to PMPML. PMPML and the Operator shall mutually appoint an Auditor for the Project. The expenses pertaining to the said Auditor shall be borne by the Operator.
- k) The Operator shall be subject to SLA mentioned in this document.

### 3. Project Timelines

- a) The Operator has to implement the Project at all seven locations including but not limited to installation of all PCS, creation of upstream electrical infrastructure, civil construction, development of payment/charging app, sourcing of requisite approval etc. within 06 (six) months from date of signing of the Contract (The “Implementation Period”). The date of completion of the Implementation Period shall be confirmed by PMPML and deemed to be the appointed date (The “Appointed Date”). The Contract Period shall initiate from the Appointed Date
- b) In case the Operator is not able to operationalise the complete Project within the Implementation Period, a penalty of **INR 5000 (Rupees Five Thousand) per day** shall be payable for an additional period of 60 (sixty) days from completion of the Implementation Period. In case the Operator is unable to operationalise the Project within such additional period, it shall be deemed an Operator Event of Default. The Authority in its sole discretion may extend the Implementation Period, if required due to any extraneous mitigating circumstances

### 4. Service Level Agreement (SLA)

Basis of Penalty	Penalty Benchmark	Time duration to rectify the fault	Penalty Unit
In case Bidder pastes illegal advertisement of any kind at the location	Each Incident	Within 3 (three) days of intimation of fault by PMPML	If the Bidder fails to rectify the fault within 3 (three) days, penalty of INR 500 (Rupees Five Hundred) shall be levied
Non- operation of individual PCS due to any reason	Each Incident	Within 3 (three) days of intimation of fault by PMPML	If the Bidder fails to rectify the fault within 3 (three) days, penalty of INR 500 (Rupees Five Hundred) shall be levied, If PCS is damaged Bidder shall replace the same at his own cost and expense
Use of location for any purpose other than that mentioned in this RFP	Each Incident	Immediately on intimation	Will be treated as Operator Event of Default

## Appendix I

### Form-1

(On Bidder's Letterhead/ on Letterhead of Lead Bidder in case of a Consortium)

Date:

To,

Chairman and Managing Director,  
Pune Mahanagar Parivahan Mahamandal Limited (PMPML),  
PMT Building, Swargate,  
Pune-411037

Sub: Bid for "Appointment of Operator for Setting Up of Public Charging Stations at designated PMPML locations on PPP Basis" (the "Project")

Dear Sir,

1. With reference to your RFP document dated ....., I/we, \_\_\_\_\_ and \_\_\_\_\_ (insert name of all Consortium Members) having examined the RFP document and understood its contents, hereby submit my/our Bid for selection for the aforesaid Project. The Bid is unconditional and unqualified.
2. We are submitting our Bid for undertaking the Project as per the terms and conditions provided in the RFP and any issued addendum/corrigendum/clarifications thereof.
3. 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 Bidders 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.
4. This statement is made for the express purpose of qualifying as a Bidder for the Project, as per the terms and conditions provided in the RFP and any issued addendum/corrigendum/clarifications thereof.
5. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
6. 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.
7. I/ We certify that in the last three years, we/any of our Associates 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.

8. I/ We declare that:
  - a. I/ We have examined and have no reservations to the RFP document, including any addendum/corrigendum/clarifications issued by the Authority;
  - b. I/ We do not have any conflict of interest in accordance with Clauses 2.3 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 Clause 3.3 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 3.3 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.
9. I/ We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Bid that you may receive, without incurring any liability to the Bidders.
10. I/ We believe that we satisfy(s) all the criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
11. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates 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/ We further certify that in regard to matters relating to security and integrity of the country, we/ or any of our Associates have not been charge-sheeted by any Operator 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 our Associates or against our CEO or any of our directors/ managers/ employees.
14. 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 RFP, we shall intimate the Authority of the same immediately.
15. 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 Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
16. In the event of my/our being declared as the Successful Bidder, I/we agree to enter into a Contract in accordance with the RFP that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. I /We have studied the RFP and any issued addendum/corrigendum/clarifications thereof. carefully and also surveyed the area of operations. We understand that except to the extent

as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.

18. I/We offer a Bid Security of insert in **Rupees \_\_\_\_\_/- (Rupees \_\_\_\_\_)** to the Authority in accordance with the RFP Document.
19. The Bid Security in the form as specified in the RFP Document.
20. I/We agree and understand that the Bid is subject to the provisions of the RFP and any issued addendum/corrigendum/clarifications thereof. In no case, I /we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
21. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP and may extend the same on the request of Authority.
22. The Statement of Legal Capacity as per format provided in Appendix I - Form 3 of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid as per format provided at Appendix I – Form 4 of the RFP, is also enclosed.
23. I/ We agree and undertake to abide by all the terms and conditions of this RFP document.
24. I/We, agree and undertake to be jointly and severally liable for all the obligations of the Project under the Contract in terms thereof.
25. I/We do hereby undertake, that, until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and placement of Letter of Award (LOA) awarding the Contract, shall constitute a binding Contract between us
26. We agree that PMPML shall bear no liability of any kind arising from the Project and all liability shall be borne by us.

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

Yours faithfully,

Date: \_\_\_\_\_ (Signature, name and designation of the Authorized Signatory)

Place: \_\_\_\_\_ Name and seal of the Bidder

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary. Strike off if not applicable.

**Form-2**

**Particulars of the Bidder**

(To be provided for Bidder/Each member of Consortium)

<b>1</b>	Full name of the Firm:	
<b>2</b>	Head Office address:	
<b>3</b>	Address of primary place of Business in Pune	
<b>4</b>	State whether applying as Sole Firm or Lead Member of a consortium:	
<b>5</b>	<p>State the following:</p> <p>Name of Firm:</p> <p>Legal status (e.g. sole proprietorship or partnership):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers of authorised signatory of the Bidder: Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>	

<p><b>6</b></p>	<p>If the Bidder is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
<p><b>7</b></p>	<p>For the Bidder, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: right;">Yes/No If so, provide the office address(es) in India.</p> <p>(ii) Has the Bidder or any of the Members in case of a consortium been penalised by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Bidder/ or any of its Associates ever failed to complete any work awarded to it by any public entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p>
	<p style="text-align: right;">Yes/No</p> <p>(v) Has the Bidder or any of its Associates, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p>

--

Yes/No

Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this Maintenance assignment.

**Form-3**

**Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder/All members of Consortium)

Date:

To,  
The Chairman & Managing Director  
Pune Mahanagar Parivahan Mahamandal Ltd. (PMPML)  
PMT Building, Swargate, Pune – 411037

Sub: Bid for “Appointment of Operator for Setting Up of Public Charging Stations at designated PMPML locations on PPP Basis” (the “Project”)

Dear Sir/Madam,

- A. I/We hereby confirm that we, the Bidder (along with other members in case of consortium, the constitution of which has been described in the Bid), satisfy the terms and conditions laid down in the RFP document.
- B. I/We have agreed that ..... (insert Bidder’s name) will act as the Lead Member of our consortium.
- C. I/We have agreed that ..... (insert individual’s name) will act as our Authorised Signatory/ will act as the Authorised Signatory of the consortium on our behalf and has been duly authorized to submit our Bid. Further, the Authorised Signatory is vested with requisite powers to furnish such Bid and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

**Form-4**

**Power of Attorney**

Know all men by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son / daughter / wife and presently residing at ....., who is presently employed with / retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorised Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for and selection for "Appointment of Operator for Setting Up of Public Charging Stations at designated PMPML locations on PPP Basis" (the "Project") issued vide tender notice no \_\_\_\_\_ by the Pune Mahanagar Parivahan Mahamandal Ltd. (the "PMPML") including but not limited to signing and submission of all Bids, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to PMPML, representing us in all matters before PMPML, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with PMPML in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Agreement with PMPML.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Signatory pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, .....THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

**Form-5**

**Details of Technical Experience of the Bidder**

<b>S. No</b>	<b>Name of the Project</b>	<b>Name of the Client</b>	<b>Year</b>	<b>Supporting Document</b>
1.				
2.				
3.				

**TABLE-A: Relevant Assignments of Bidder**

<b>1</b>	Name of the Bidder	
<b>2</b>	Name of the Project	
<b>3</b>	Type of Project	
<b>4</b>	Description of services performed by the Bidder firm	
<b>5</b>	Name of the Client and address	
<b>6</b>	Name, telephone no. of client's representative	
<b>7</b>	Estimated capital cost of Project (in ₹ crore):	
<b>8</b>	Start Date	
<b>9</b>	End Date	
<b>10</b>	Brief Description of the Project	

**Note:** Use separate sheet for each assignment.

**Form-6**

**Anti-Blacklisting Certificate**

(To be forwarded on the letterhead of the Bidder, to be provided for each member of Consortium)

I M/s. .... (Name of the Bidder), hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of India (GoI) / any other entity of GoI or blacklisted by any state government/ department / local government / Operator in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the \_\_\_\_\_ (Bid Due Date).

We further confirm that we are aware that our application for the captioned project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

**Form-7**

**Financial Details of the Bidder**

(On the letterhead of Statutory Auditor of the Bidder)

Information to be provided both in figures and words

In case of Consortium, to be provided for each member of Consortium

**i. Average Annual Turnover**

Annual Turnover in INR			Average Annual Turnover (from FY 17-18; FY 18-219 & FY 19-20) in INR
Year 1 (FY 2017-18)	Year 2 (FY 2018-19)	Year 3 (FY 2019-20)	

**ii. Net Worth**

Net Worth in INR as on 31 March 2021	
--------------------------------------	--

Date:

Name of the audit firm:

Seal of the audit firm

(signature, name and designation of the authorized signatory)

Registration Number:

Address of the audit firm:

UDIN No.:

## Appendix II Form - 1

### Cover Letter

(On the letterhead of the Bidder/Lead Member of Consortium)

To,  
The Chairman & Managing Director  
Pune Mahanagar Parivahan Mahamandal Ltd. (PMPML)  
PMT Building, Swargate, Pune – 411037

Sub: Bid for “Appointment of Operator for Setting Up of Public Charging Stations at designated PMPML locations on PPP Basis” (the “Project”)

Dear Sir,

I/We, ..... (Bidder’s name) herewith enclose the Financial Bid for selection of my/our firm as the Successful Bidder pursuant to the RFP issued by PMPML for “Appointment of Operator for Setting Up of Public Charging Stations at designated PMPML locations on PPP Basis” vide Tender notice \_\_\_\_\_ dated \_\_\_\_\_

We agree that this offer shall remain valid for a period of 180 (One Hundred And Eighty) days from the Bid Due Date or such further period as may be mutually agreed upon.

Thanking You,

Yours faithfully,

Name and Title of Authorized Signatory:

Name of Firm:

Address:

**Form – 2**

**Financial Bid**

Criteria	Item	Value in Figures	Value in Words
A	Share of Monthly Gross Revenue share to be shared with PMPML throughout the Contract Period as per terms of this RFP  (in %/ in percentage)		

Date:

Authorised Signatory of the Bidder  
Seal of the Bidder

**Note:**

1. The Financial Bid shall be submitted as per terms and conditions of this RFP
2. The minimum monthly revenue share to be shared with PMPML throughout the Contract Period is 10% (Ten Percent) of monthly Gross Revenue earned by the Bidder from the Project.
3. The revenue share to be quoted by Bidder shall be excluding all applicable taxes which are to be solely borne by the Bidder.
4. PMPML at its discretion may not consider the Bids received lower than the threshold value given in (2) hereinabove.

## Appendix III

Guidelines to Bidders on the operations of Electronic Tender Management System of Government of Maharashtra on <http://mahatenders.gov.in> Bidders are requested to refer to the e-Tendering Toolkit for Bidders available online on or <https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page> to understand the process of setting up the System or alternatively, contact the Helpdesk Support Team on information/ guidance on the process of setting up the System.

## Appendix IV

### Format for Memorandum of Understanding (MoU) for Consortium

(On Non– judicial stamp paper of Rs 500/- or such equivalent document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this \_\_\_\_ day of \_\_\_\_\_ 2019 at \_\_\_\_\_ among \_\_\_\_\_ and having its registered office at \_\_\_\_\_, (hereinafter referred as”\_\_\_\_\_”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part

and

\_\_\_\_\_ and having its registered office at \_\_\_\_\_, (hereinafter referred as”\_\_\_\_\_”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part

and

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Pune Mahanagar Parivahan Mahamandal Ltd. (PMPML), has invited Request for Bid (RFP) from entities interested in “Appointment of Operator for Setting Up of Public Charging Stations at designated PMPML locations on PPP Basis” (the “Project”) for PMPML as per the terms contained in the RFP Document.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Assignment and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the roles and the responsibilities of each Party at each stage of the Assignment shall be as follows:
  - a. That the Parties shall be jointly and severally liable for the execution of the Assignment and in accordance with the terms of the RFP and Contract to be executed on award of the Assignment.
  - b. That this MoU shall be governed in accordance with the laws of India and courts in Pune shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party

2. Second Party

Witness:

1.

2.

## Appendix V

### Format of Power of Attorney to Lead Member of Consortium

{To be provided in case Bidder is a Consortium}

{On Requisite Stamp Paper}

Whereas the \_ (Name of the Authority), (the “Authority”) has invited bids from interest parties for the “Appointment of Operator for Setting Up of Public Charging Stations at designated PMPML locations on PPP Basis” (the “Project”). Whereas, ..... and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the

Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s ..... having our registered office at ....., and M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., and

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ....., having its registered office at....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Operator or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF

ATTORNEY ON THIS ..... DAY OF ....., 20....

For ..... For .....  
(Signature, Name & Title) (Signature, Name & Title)

For ..... For .....  
(Signature, Name & Title) (Signature, Name & Title)

For ..... For .....  
(Signature, Name & Title) (Signature, Name & Title) (Executants)  
(To be executed by all the Members of the Consortium)

Accepted      Notarised

(Signature, name, designation and address of the Attorney) Witnesses:

- 1.
  
- 2.