

जयपुर विकास प्राधिकरण, जयपुर

इन्दिरा सर्किल जे.एल.एन. मार्ग, जयपुर

बिड सूचना/जविप्रा/अधि.अभि./विद्युत-द्वितीय/2021-22/डी-SSS दिनांक: 02/09/2021

पूर्ण कालीन EOI सूचना सं. 05/2021-22

जविप्रा के जोन (विद्युत द्वितीय) में "Supply, Installation Operation and Maintenance of Charging Stations for Electric Vehicle at Jaipur." के लिए दिनांक 27.09.2021 सायं 5.00 बजे तक ऑनलाईन EOI आमंत्रित की जाती हैं। विस्तृत विवरण जो कि EOI प्रपत्र में उपलब्ध है, अद्योहस्ताक्षरकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.rajasthan.gov.in व www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है।

UBN No.....

निविदादाता को EOI में भाग लेने हेतु आवश्यक है कि :-

1. जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो तथा EOI शुल्क व आर.आई.एस.एल. प्रक्रिया शुल्क केवल ऑनलाईन ही देय होगी।
2. ऑन लाईन EOI में भाग लेने हेतु राजस्थान सरकार के पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिसाषी अभियन्ता (विद्युत-द्वितीय),
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Room No. 26 A, Main Building, Ground Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur -
302 004

Telephone: +91-141-2569696 e.mail : prafullakumar.jda@rajasthan.gov.in

No. JDA/XEN/Elect-II/2021-22/D- 525

Dated : 02.09.2021

NOTICE INVITING EOI

NIB No.- : 05/2021-22

Online EOI is invited up-to 05:00 PM of 27.09.2021 for " **Supply, Installation Operation and Maintenance of Charging Stations for Electric Vehicle at Jaipur.** Details may be seen in the EOI Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in.

UBN No.....

To participate in the EOI, bidder has to be:

1. Registered on JDA website www.jaipurjda.org For participating in the EOI, the Bidder has to apply for the EOI and pay the EOI Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online EOI submission.

Executive Engineer (Elect-II)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY

Room No. 26, Main Building, Ground Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal
Nehru Marg, Jaipur – 302 004 Telephone: +91-141-2569696 e.mail : xxxxxxxx@jaipurida.org
JDA/XEN/Elect-II/2021-22/D- **525** Dated : 02/09/2021

NOTICE INVITING EOI NIB No. : 05/2021-22

| | |
|--|---|
| Name & Address of the Procuring Entity | <ul style="list-style-type: none"> ➤ Name: Executive Engineer (Elect-II), Jaipur Development Authority ➤ Address: Room No. 26, Main building, Ground Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan) ➤ Email: prafullakumar.jda@rajasthan.gov.in |
| Subject Matter of Procurement | ➤ " Supply, Installation Operation and Maintenance of Charging Stations for Electric Vehicle at Jaipur. |
| EOI Procedure | Two Stage Tender (eg. Two-stage three part (envelope) open competitive) eBid procedure at http://eproc.rajasthan.gov.in |
| EOI Evaluation Criteria (Selection Method) | ➤ Highest Revenue sharing model. |
| Websites for downloading EOI Document, Corrigendum's, Addendums, etc. | ➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , jda.urban.rajasthan.gov.in |
| Website for online EOI application and payment * | <ul style="list-style-type: none"> ➤ Website: http://jda.urban.rajasthan.gov.in ➤ For participating in the EOI, the Bidder has to apply for this EOI and pay the EOI Document Fee, RISL Processing Fee and Bid Security Deposit, online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 10000.00 (Rupees Ten Thousand only) ○ RISL Processing Fee: Rs. 1000.00 (Rupees One Thousand only) ○ Requisite Bid Security Deposit - |
| Bid Security Deposit | ➤ All the eligible contactors should submit bid security declaration on non-judicial stamp of Rs 50/- as per order issued by finance department (GF&AR) GoR dated 23.12.2020 (Declaration attached with tender document) in lieu of bid security. It is mandatory to submit bid security declaration in prescribed format along with the EOI. Annexure "B" |
| Date/Time/Place of Pre-Bid | <ul style="list-style-type: none"> ➤ Date 13.09.2021 , 03:30 PM at Manthan Hall , Main Buliding Ram Kishore Vyas Bhavan, Indra Circle, Jawahal Lal Nehru Marg, Jaipur 302004. ➤ The queries may be uploaded on email latest by 11.09.2021. The reply/ response to the queries will be allowed only to the bidders who have submitted their queries upto 5:00 PM dated 11.09.2021 |
| Applying EOI and making online payment on JDA portal (www.jda.urban.rajasthan.gov.in) | <ul style="list-style-type: none"> ➤ Start Date: 03.09.2021 at 9.30 AM onwards ➤ End Date: 27.09.2021 at 05:00 PM |
| EOI submission on e-procurement portal of GOR (www.eproc.rajasthan.gov.in) | <ul style="list-style-type: none"> ➤ Start Date: 03.09.2021 at 9.30 AM onwards ➤ End Date: 27.09.2021 at 05:00 PM |
| * Jaipur development authority has decided to receive Tender fee and RISL processing fee online through JDA portal. | |

Note:

1. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats for techno economic proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, JDA, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.


Executive Engineer (Elect-II)
JDA, Jaipur



Expression of Interest

For

SUPPLY, INSTALLATION OPERATION AND MAINTENANCE OF CHARGING STATIONS FOR ELECTRIC VEHICLE AT JAIPUR



Issued By

The Executive Engineer (Elect-II)
(JAIPUR DEVELOPMENT AUTHORITY)
Room No. 26, Main Building, Ground Floor,
Ram Kishore Vyas Bhavan,
Indira Circle, Jawahar Lal Nehru Marg,
Jaipur – 302004
Email: prafullakumar.jda@rajasthan.gov.in

Notice Inviting Expression of Interest

This Expression of Interest (Eoi) contains brief information about the Project and qualification process for short listing of Applicants. This Eoi is not an agreement or an offer by the purchaser/authority to the applicants or any other person.

The EOI document may or may not be made the RFP document.

The purpose of the document is to provide the applicants with information to assist the formulation of their Eoi application or response to Eoi Document (“the Application”). While all efforts have been made to ensure the accuracy of information contained in this Eoi Document, this document does not purport to contain all the information required by the Applicants.

The Applicants may conduct their own independent assessment, site visit, investigations and analysis and check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Eoi application. Jaipur Development Authority (JDA) or any of its employees or advisors / representatives shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the Eoi Document. JDA reserves the right to change any or all conditions/ information set in this Eoi Document by way of revision, deletion, updation or annulment through issuance of appropriate addendum as the organization may deem fit without assigning any reason thereof. JDA reserves the right to accept or reject any or all applications without assigning any reasons thereof. JDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Eoi applications to be submitted in terms of this Document.

| | |
|--|---|
| Last date (deadline) for EOI response | Response to the EOI, should be submitted through: Website : : www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in Latest by Date 27.09.2021 up to 5.00 PM. |
| Pre- bid Date and Time | Date 13.09.2021 , 03:30 PM at Manthan Hall , Main Buliding Ram Kishore Vyas Bhavan, Indra Circle, Jawahal Lal Nehru Marg, Jaipur 302004. The queries may be uploaded on email latest by 11.09.2021. The reply/ response to the queries will be allowed only to the bidders who have submitted their queries upto 5:00 PM dated 11.09.2021 |
| Eoi Document Fee | INR 10000.00 BY ONLINE JAIPUR DEVELOPMENT AUTHORITY WEBSITE |
| Website to download Eoi | Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in |

Disclaimer

This EOI document for Setting Up of Charging Stations for Electric Vehicles in Jaipur contains brief information about the scope of work and selection process for the Bidder ('the Firm' or "the Tenderer" or "the Applicant"). The purpose of this document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

While all efforts have been made to ensure the accuracy of information contained in this EOI Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid/s. Jaipur Development Authority (JDA) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the EOI Document.

JDA reserves the right to change any or all conditions/information set in this EOI Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum/ corrigendum as JDA may deem fit without assigning any reason thereof.

JDA reserves the right to accept or reject any or all Bids without giving any reasons thereof. JDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of this Bid.

Section 1: General Information

1.1. Background

- a. Jaipur is the capital and the largest city of the Indian state of Rajasthan. It was founded on 18 November 1727 by Jai Singh II, the ruler of Amer, and after whom the city is named. As of 2011, the city had a population of 3.1 million, making it the tenth most populous city in the country. Jaipur is also known as the Pink City, due to the dominant color scheme of its buildings. It is located 268 km (167 miles) from the national capital New Delhi. Jaipur is a popular tourist destination in India. Recently Jaipur has been declared as a world heritage site by UNESCO.
- b. JDA invites E-Bids for Setting Up of Charging Stations for Electric Vehicles in the city of Jaipur to ensure convenience for users of electric vehicles and assist in increasing their usage throughout the Jaipur city. JDA will provide the space for setting up of Charging Station at 70-75 feasible locations falling under the jurisdiction of JDA to the bidder. The detailed list of tentative location at annexure "A"
- c. In this regard, the JDA now invites the interested Bidder/s to submit their proposals as per provisions of this Document.
- d. JDA will shortlist the Bidders based on the evaluation criteria mentioned in this EOI Document. Based on the minimum evaluation criteria, qualified Bidders will be shortlisted. The Financial proposal of only qualified Bidders will be opened.
- e. The Successful Bidder shall provide the services as described in Section 2: Terms of Reference.

1.2. About Jaipur Development Authority

The Jaipur Development Authority (JDA) was established in the year 1982. JDA was created by the State government of Rajasthan with a vision to combat and manoeuvre the growing requirements of a large city in wake of the increasing population and to help give Jaipur a planned look compatible and comparable to any metropolitan city of repute. For this motive JDA was given powers and a green signal to speed up the development and progressive growth of the entire city. Recently JDA has taken new initiatives towards green energy & efficiency programmes like BEEP (Building Energy efficiency program), installation of grid connected Roof Top Solar power plant etc. Jaipur Development Authority always leads from the front in implementation of any challenges, development work or any new incentive for the benefit or in the larger interest of the residents of Jaipur. The installation of electric charging station is also an important stride in the field of development and JDA is eager to take it up.

2. Section 2: Terms of Reference

2.1. Scope of Work

The broad Scope of Work for the Operator shall be as under:

1. Operator shall be responsible for Supply, Planning, Installation, Operation and Maintenance of Electric Vehicle Charging Stations (EVCS) for designated period as per the guidelines dictated by DHI dated 28th Aug 2019.
2. Total 75 nos of places has been identified for setting up of charging stations. Approximately 800 sq ft of area will be provided for slow charging station for 10 Nos. of Cars and approximately 460 Sq ft area shall be provided for fast charging station for 6 Nos. of cars for setting up of each EV charging station for supply, installation, operation and maintenance of the EV charging stations. The bidder/Firm can install one or more EV charging Station at each location subject to the availability of space and techno-commercial feasibility. The number of places may change according to availability.
3. The Operator shall be responsible for arranging their own electricity connection to run the charging stations.
4. No additional commercial activity at the premises will be allowed. If required, written permission for the same would need to be sought from JDA after settling the commercial terms.
5. The safety and security of the vehicles that are utilizing the charging facility shall be the responsibility of the Operator.
6. The Operator will only be allowed to have 4-wheeler electric vehicle charging stations.
7. JDA will not provide any type of subsidy regarding the installation of EV Charging Station infrastructure and agency/bidder/Firm can approach to competent authority at their own for seeking of any such subsidy as per available guidelines and rules (if any).
8. The bidders are requested to submitted their proposal in detailed techno-commercial format with latest technology and advance version of EV charging station.

2.2. Agreement Period

The Agreement shall be for a period of 5 to 10 years, subsequent to letter of acceptance of LOA.

On completion of terms JDA shall invite fresh bids and the Operator already working with JDA will have the first right of refusal. In case they are not the highest bidder they will be offered an opportunity to match their bid to that of highest one received by JDA. Only on their refusal to do so, the highest bidder then shall be allowed.

3. Mandatory Terms & Conditions

- a. 100% investments shall be on the part of applicants who wish to install charging stations.
- b. Design, Engineering, Supply Installation, Testing, Commissioning, Operation and Maintenance shall be on the part of agency.
- c. Safety, Security, Insurance etc. shall be on the part of agency.
- d. The space shall be provided by JDA purely on the basis of revenue sharing model offered by applicant.
- e. No lease agreement shall be done by JDA.
- f. The period of the agreement shall be for 10 years.
- g. The applicant shall provide the revenue sharing mechanism/ model on per unit basis charges from consumer.
- h. The agency shall provided information regarding down time of the machine thereby intimating the maximum time taken to repair/ restore the services.
- i. As per requirement, the technical up gradation of the equipment has to be done by agency otherwise the agreement shall be cancelled.
- j. No other activity shall be allowed, in case it is found, JDA, shall terminate the LOA
- k. Layout plan arrangement facilities etc at charging station shall have to be approved by JDA
- l. Electric check meter shall be provided at input point of JVVNL supply to obtain actual consumption of electric units.

4. Section 4: Eligibility, Evaluation and Selection Process

The selection will be purely on the basis of revenue sharing model. The highest offer shall be selected for LOA.

4.1. Eligibility Criteria

4.1.1. Technical eligibility

The Bidder's competence and capability is proposed to be established by the following parameters. The Bidder should meet all the criteria given in this section.

- a. Sole proprietorship, registered partnership firm, public limited company, limited liability partnership firm, private limited company or Consortium of any of the above can submit the bid. The firms and the companies should be registered in India.
- b. The Bidder should have a minimum experience of having satisfactorily completed at least 1 (One) assignments of similar nature during last 3 (three) years period.

“Similar nature” for this contract shall be “Setting up of EV charging stations in a location or premises” for any Central Govt./ State Govt./ PSU or any Private Limited company of repute.

In case of consortium: The experience of lead member shall be taken into consideration

- c. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Company in last 5 (five) financial years.

Note – Consortium is allowed.

In case of a Bid by a Consortium of firms, following shall be abided by their members:

- i. The Lead Member of the Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the Consortium during full tenure of License Agreement.
- ii. Any change in percentage stake of Consortium members without prior written approval of JDA shall be treated as Material Breach of Contract and Firm's Event of Default entitling JDA to en cash Interest Free Security Deposit/Performance Security and /or to terminate the License Agreement after 30 days' notice.
- iii. Minimum percentage stake of any member in Consortium during license period shall not be less than 20%.
- iv. All members of such entity shall be jointly and severally liable for the due performance of License agreement.

4.1.2. Financial eligibility

- a. The Applicant Firm/ consortium should have a minimum average annual turnover of Rs.50.00 Crores (Rupees Fifty Crores) in any 1 year during the last three Financial Years. Supporting document of the turnover shall have to be furnished like audited balance sheet/ turnover for last 3 Years duly satisfied by the CA with a stamp and number.
- b. The Applicant Firm should have a positive Net worth as per the last audited Annual Accounts duly certified by a Chartered Accountant as per Form 5: Financial Capacity.

The Bidder shall also furnish the following documentary proof:

- a. For above criteria 4.1.1a
 - i. Documentary evidence such as Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership, as applicable
 - ii. Self-attested copy of PAN card of the company/firm; the GST registration (For all the members in case of Consortium)
- b. For above criteria 4.1.1b
 - i. Proof of works completed in form of work completion certificate.
- c. For above criteria 4.1.1c
 - i. Form 7: Undertaking
- d. For above criteria 4.1.2
 - i. Audited financial statements for the last 3 years as per Performa.

4.2. Information of the Technical and Financial Proposal

- a. The Bidder satisfying the eligibility criteria under Clause 4.1 shall be considered as qualified.
- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- c. The setting-up of EVCS shall be on the basis of revenue sharing mechanism (the percentage of gross revenue shared with JDA shall not be less than 7.5% of the gross revenue generated from EVCS).
- d. The Selected Bidder shall be one who quote the highest revenue share.

4.3. Evaluation /Selection of Bidder

After the above evaluation process the qualified highest rate quoting bidder may be declared as the selected Bidder ("Selected Bidder") for the Project.

5.3.1 Technical Evaluation of Bidder

JDA shall evaluate the proposals/bids as per the following:

Work Experience.

| S. no. | Work Executed | Supporting Document | Page |
|--------|---------------|---------------------|------|
| | | | |

Turnover

| S no. | Turnover (in Crore) | Supporting Document | Page |
|-------|---------------------|---------------------|------|
| 1 | 50 Crore or More | | |

5.3.2 Financial Evaluation of the bidder

Financial Bid of Technically qualified Bidders shall be opened. For financial evaluation, financial offers are complete and unconditional.

- a. Prior to the expiry of the period of bid validity, JDA will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- b. The NOA would be sent in duplicate to the successful bidder, who will return one copy to JDA duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA.
- c. No correspondence will be entertained by JDA from the unsuccessful bidders.

4.4. Letter of Award and Execution of Contract Agreement

- a. JDA will notify the Successful Bidder by an LOA that its bid has been accepted.
- b. The Selected Bidder shall, within 10 (ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof along with letter of acceptance of LOA. In the event, the duplicate copy of the LOA duly signed by the Selected Bidder and letter of acceptance of LOA is not received by the stipulated date, JDA may, unless it consents.
- c. The Successful Bidder shall execute the MOU within 30 (thirty) days of the letter of acceptance of NOA or such extended period as may be decided by the JDA.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of LOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.

4.5. Contract during Proposal Evaluation

- a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time JDA makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, JDA and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded
- b. Any effort by a Bidder to influence JDA in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c. In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- d. No interpretation, revision, or other communication from JDA regarding this solicitation is valid unless in writing and signed by the competent authority from JDA.

4.6. Project Financial Terms

5.6.1 Schedule of Payment

- a. The Operator shall pay to JDA the revenue share as per the accepted rate received highest one on open bidding on a monthly basis plus applicable GST in. Monthly revenue share for next month shall be paid within 7 days of the start of the next month.
- b. GST at applicable rates shall also be paid by the bidder to JDA along with the above revenue share. Any revision in rates of GST (Goods and Services Tax)/or if any other tax becomes applicable due to Govt. policy or legislation, the same shall also apply to the contracts under this tender and the Firm shall accordingly pay the revised GST/or any other tax along with revenue share.
- c. All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the for onward remittance to the Government. The Firm shall indemnify JDA from any claims that may arise from the statutory authorities in connection with this License. Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Firm/ Successful bidder.

5.6.2 Penalty Clause in Payment Terms

- a. The successful firm shall make due payment in time as per agreement to JDA by RTGS/ NEFT for credit designated account of JDA. If he fails to do so the penalty clause shall be applicable as decided by the finance wing of JDA.
- b. The re-conciliation of due payment shall be carried out monthly. Based on re-conciliation, the adjustment of due payment to JDA shall be carried out along with Interest free Security Deposited/ Performance Security with payment of next month.
- c. Payment shall be made free from all claims, demands, set offs and counter claims of any kind against the Corporation.
- d. The payment with applicable taxes and dues must always be paid in advance as and when become due.

5.6.3 Interest Free Security Deposit / Performance Security

- a. The firm shall pay interest free deposit/ Performance Security to JDA in advance equivalent to the amount of Six Month revenue. The interest free Security Deposit/ Performance Security shall be accepted in the form of FDR/DD of unconditional and irrevocable Bank guarantee bond issued by a scheduled bank in favor of JDA with suitable validity period and it must also be extended as and when required by JDA. The Bidder/ Firm must also pay interest free security Deposit of the additional charging station if installed in future during the currency of the contract.
- b. In case of a Consortium, the performance security is to be submitted in the name of the Consortium. However, splitting of the performance security (while ensuring the security is in the name of Consortium) and its submission by different members of the Consortium for an amount proportionate to their participation ratio or otherwise is also acceptable.
- c. EMD amount (if any) of successful bidder shall be adjusted in the performance security. For unsuccessful bidder, EMD shall be refunded without any interest.
- d. Before the start of work by the firm, Agreement will have to be signed by the Firm at his cost on proper stamp paper. Without performance guarantee by Firm, agreement shall not be signed.
- e. Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the contract period.
- f. JDA reserves the right for deduction of JDA dues from Firm's Interest Free Security Deposit / Performance Security for – Any penalty imposed by JDA for violation of any terms and conditions of agreement committed by the Firm.

- g. Once the amount under above Clause is debited, the Firm shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Firm Event of Default and will entitle JDA to deal with the matter as per the provisions of EOI and License Agreement.

5. Section 5: General Conditions of Contract(GCC)

These conditions shall be part of the agreement.

5.1. General Provisions

6.1.1. Governing law and jurisdiction

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District court located at Jaipur, Rajasthan.

6.1.2. Notices

- a. Any notice, request or consent required or permitted to be given or made pursuant to these general conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.
- b. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

6.1.3. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the Corporation or the Successful Bidder may be taken or executed by the officials as formally designated by each party.

6.1.4. Taxes and Duties

- a. The GST, as applicable from time to time, shall also be borne by Firm, in addition to the license fee.
- b. All statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Firm shall indemnify JDA from any claims that may arise from the statutory authorities in connection with this License.

6.1.5. Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the License Agreement, JDA may reject a Bid, withdraw the NOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, JDA shall be entitled to forfeit & appropriate Bid Security or Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to JDA under Bidding Documents and/ or Agreement, or otherwise.

- b. Without prejudice to the rights of JDA under Clause 5.1.5a hereinabove and the rights and remedies which JDA may have under the NOA or the License Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by JDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the License Agreement, such Bidder or Operator shall not be eligible to participate in any tender or EOI issued by JDA during a period of 3 (three) years from the date such Bidder is found by JDA to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
 - 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 selection process or in contract execution;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - iii. “collusive practices” means a scheme or arrangement between the Firm, with or without the knowledge of the corporation, designed to establish prices at artificial, non-competitive levels;
 - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
- d. Measures to be taken:
 - i. The Corporation shall have right to cancel the engagement of the Firm, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

5.2. Commencement, Completion, Modification, Arbitration and Termination of Contract

6.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as discussed and agreed with the Bidder.

6.2.2. Commencement of Services

The Firm shall begin carrying out the Services from the date of acceptance of NOA or any such date as specified by the Corporation.

6.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 5.4 hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in EOI Document.

6.2.4. Modifications or Variations

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

6.2.5. Force Majeure

- a. Definition: For the purpose of these standard terms, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

- b. No Breach of Contract: The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such in ability arises. from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- c. Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Firm shall be entitled to continue to be paid under the terms of this Contract.

5.3. Material breach of contract / Events of Default

Following shall be considered Material Breach of the Contract by Firm resulting in Firm's Events of Default:

- a. If at any time during the subsistence of the Agreement, there is non-conformity to the Agreement or any time during the Agreement, the Firm indicates its unwillingness to abide by any clause of this Agreement or repudiates the Agreement.
- b. If the Firm fails to pay License Fee or other amounts due to JDA.
- c. If the Firm is in persistent non-compliance of the written instructions of JDA officials.

5.4. If any of the above Material Breach and Firm Events of Default happens, then

- a. JDA, after giving due notice to the Firm to Cure the Default, shall be entitled to terminate the License Agreement with a 30-day termination notice. For the avoidance of Doubt, it is clarified that the Cure Period available to the Firm shall be as provided in various Clauses and sub-clauses of this Agreement.
- b. JDA shall issue a note to the Firm to cure the defaults, failing which the under proceedings shall be initiated as per schedule/notice period defined in the bid document.
- c. In all other cases of Firm's Event of Default where specific notice period is not provided, JDA shall issue a Notice to Firm to cure the Default within 30 days. If the Firm fails to cure the Default within 30 days, JDA after giving a final 30days' notice shall be entitled to terminate the License Agreement, in such case the Interest free security deposit shall be forfeited to JDA as per the provisions of this License Agreement.

5.5. Surrender of Contract Document

- a. If the Firm is desirous of surrendering and exiting from the license hereby created and foreclosure before expiry of the lock-in period of three years, the License Agreement shall be deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by JDA. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of JDA after adjustment of outstanding dues, if any, payable to JDA. No grace period shall be provided to Firm in such a case. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the Firm before Firm is permitted to remove their equipment or else JDA will seize their vehicles/ equipment at zero/nil value. JDA shall be free to dispose- off the said property / goods in whatsoever manner as it deems fit. Firm shall have no claim for compensation or consideration / damages on this account.
- b. The Firm shall have an option to exit from the License Agreement immediately after completion of lock-in period of 3 years. For this, the Firm shall give 180 days prior intimation to JDA which can be given before completion of defined lock-in period. [In this case lock in period is of 3 years, prior intimation can be given after 2 1/2 years], however option to exit will be

available after three years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Firm shall be refunded after adjusting the outstanding dues, if any, payable on the part of Firm. JDA may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security from the other contracts of Firm in JDA. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the Firm before Firm is permitted to remove their establishment(s) or else JDA will seize their property at zero/nil value. JDA shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Firm shall have no claim for compensation or consideration / damages on this account.

- c. If the Firm is desirous of surrendering and exiting from the license after expiry of lock-in period without serving any intimation period or intimation period shorter than 180 days, the agreement shall be deemed to be terminated on completion of such improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Firm after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. JDA may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of Firm in JDA. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the Firm before Firm is permitted to remove their establishment(s) or else JDA will seize their property treating it at zero/nil value. JDA shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. License shall have no claim for compensation or consideration / damages on this account.
- d. JDA reserves the right for deduction of JDA dues from Firm's Interest Free Security Deposit / Performance Security for:
 - i. Any penalty imposed by JDA for violation of any terms and conditions of agreement committed by the Firm.
 - ii. Any amount which JDA becomes liable to the Government/Third party due to any default of the Firm or any of his director/ employees/ representatives/ servant/ agent, etc.
 - iii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - iv. Any outstanding payment/ claims of JDA remained due after completion of relevant actions as per agreement.
- e. Once the amount under above Clause is debited, the Firm shall replenish the Security Deposit/ Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Firm Event of Default and JDA will be free to take action as per the relevant provisions of this tender document.
- f. On Operational Ground: JDA reserve the rights to terminate the License Agreement by giving 90 days advance notice on operational ground. The License agreement will stand terminated on expiry of 90 days' notice. The Interest free Security deposit will be refunded after adjusting outstanding dues payable to JDA, if any. The Firm voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Firm shall remove all the equipment etc. from JDA premises within 30 days of issue of such termination letter, failing which the equipment, etc. shall become property of JDA at "0"/nil value.

5.6. Handing over on Termination / Completion /Surrender

- a. In case of Termination / Completion / Surrender of the Agreement, the Firm shall hand over to JDA or its authorized representative peaceful vacant possession of all Sites. Firm shall remove all the equipment, etc. from JDA premises within 30 days of issue of termination letter/surrender completion. No license fee would be charged for this grace period of 30 days. However, if the Firm fails to vacate the licensed premises/ space within the above grace period,penaltyoftwicetheprevalentmonthlylicensefeeshallbechargeableforoccupation.

5.7. Penalties

JDA can impose a penalty as decided by finance wing, against any material breach done by Firm, Not complied the instruction of JDA, Not following the terms and condition of the contract agreement and any other offence which will deemed fit for imposing the penalty. Firm must pay the penalty within the stipulated time period failing which appropriate action can be initiated against the Firm.

Any liabilities arising out of any litigation (including those in consumer courts) due to any act of Operator's personnel shall be directly borne by Operator including all expenses/fines. The concerned Operator's personnel shall attend the court as & when required.

5.8. Settlement of Disputes

6.8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

6.8.2 Arbitration

All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Managing Director, JDA on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs.50 Lakh and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakh. JDA shall provide a panel of three Arbitrators for the claims up to Rs.50 Lakh and a panel of five Arbitrators for claims of more than Rs.50 Lakh. Firm shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. JDA shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.

6.8.3 The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

6.8.4 Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Firm shall continue to perform and make due payments to JDA as per the License Agreement.

6.8.5 Jurisdiction

With respect to any dispute arising out of or related to this Contract, the parties consent to the exclusive jurisdiction of, and venue in, the District Court located in Jaipur Rajasthan.

6.8.6 Cost

The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

5.9. Indemnity

The Firm shall indemnify and hold harmless the Licensor, from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Firm, his representative or his employees in the execution of the Services. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to:

- a. sickness, or disease, or death of, or injury to any person;and
- b. loss of, or damage to, or destruction of any property including consequential loss of use

5.10. Miscellaneous

- a. Insurance and Waiver of Liability- The Firm will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in JDA premises, including death or injury caused by the sole negligence of the Firm or the Firm's failure to perform its obligations under the agreement. The Firm shall submit to JDA, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Firm agrees and undertakes to indemnify and hold JDA harmless against any liability, losses, damages, claims, expenses suffered by JDA because of such default by the Firm.
- b. The Firm hereby indemnifies JDA against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Firm or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- c. The Firm hereby agrees that JDA shall have no responsibility as regards Firm employees and the employees shall be the employees of Firm only and shall not be construed under any circumstances as employees of JDA. Firm hereby indemnifies JDA against the claims made by Firm's employees against JDA.
- d. The Firm hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Firm hereby indemnifies JDA against any liability arising in connection with the employment of its personnel in the said premises by Firm. Firm hereby undertakes to carry out police verification of its employees and submit the copy of same to JDA in accordance with JDA's policies regulations prevalent at that time.
- e. Firm shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Firm and these personnel shall at no point of time be construed to be employees of JDA and the Firm shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Firm shall indemnify JDA from any claims that may arise in connection with above.
- f. In case of non-payment any dues reasons whatsoever, the Firm voluntarily agrees to and permits JDA to disconnect all utility services including electric supply to the licensed premises. The Firm agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the firm.
- g. That the Firm shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and JDA shall not be liable or responsible for any of the act or omissions committed on the part of the Firm.
- h. The Firm agrees voluntarily and unequivocally to make all payments as may be due on due date, without waiting for any formal invoice from the Licensor. The Firm also voluntarily agrees to collect the invoice from the Authorized representative of the licensor (JDA) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.
- i. Misuse - The Firm shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Firm carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and JDA (Licensor) shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the Firm only. The

Firm will indemnify and keep indemnified JDA for any losses on this account.

- j. Compliance with the Law - The premises and the equipment and the appurtenances thereto (except those installed by JDA) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The Firm at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Firm shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Fire department. The Firm shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the MD, JDA or any official of JDA. Non-compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Firm shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of Firm.

7

Forms

7.1 Form 1: Letter of Proposal Submission

[Location, Date]

To
Executive Engineer (Elect.-II)
JDA, Jaipur

Subject: EOI for Setting Up of Charging Stations for Electric Vehicles in Jaipur

Dear Sir,

We, the undersigned, offer to provide the services being the Operator to set up charging stations for electric vehicles in Jaipur in accordance with your EOI Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the EOI Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have

- 7.1.1 Studied and analyzed and satisfied ourselves about all the requirement of the tender including but not limited to market and market conditions
- 7.1.2 Carefully assessed the commerciality of Project and that we will be fully responsible for all its assessment in this regard.
- 7.1.3 Seen / visited / assessed the potential locations of the Metro Stations and fully understand and comprehend the technical, financial, commercial and investment requirements.

We have filled the complete information correctly in Form 17: Bid Details.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

We understand you are not bound to accept any Bid you receive.

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

7.2 Form 2: Firm Details

| 1. | <p>Title and name of the Project: Setting Up of Charging Stations for Electric Vehicles in Jaipur</p> | | | | | | | | | | | | |
|---------------------------------------|---|--|-----------------------------------|--|-----------------------------------|----|--|--|--|----|--|--|--|
| 2. | <p>State the structure of the Bidder's organization (Bidders to complete/delete as appropriate) Sole Bidder/Consortium</p> | | | | | | | | | | | | |
| 3. | <p>For Bidders who are individual companies or firms, state the following: Name of Company or firm:..... Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person: </p> | | | | | | | | | | | | |
| 4. | <p>In case of a consortium, state the following:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 25%;">Names of members (Lead member first):</th> <th style="width: 25%;">Legal Status</th> <th style="width: 25%;">Registered address and principal place or business</th> <th style="width: 25%;">Percentage participation (equity)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a.</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">b.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: Authorised contact person (from lead member): Contact person's title: Address, telephone, facsimile and e-mail ID of contact person:</p> | Names of members (Lead member first): | Legal Status | Registered address and principal place or business | Percentage participation (equity) | a. | | | | b. | | | |
| Names of members (Lead member first): | Legal Status | Registered address and principal place or business | Percentage participation (equity) | | | | | | | | | | |
| a. | | | | | | | | | | | | | |
| b. | | | | | | | | | | | | | |

7.3 Form 3: Capability Statement

It is Compulsory for the bidder to fill this statement and the bidder must upload those document that support this statement

Tender Reference No.:_____

Name of Work:_____

Name of Bidder:_____

| S.No. | ELIGIBILITY CRITERIA | (To be filled by the Bidder) |
|--------------|--|-------------------------------------|
| 1 | Sole proprietorship, registered partnership firm, public limited company, Limited Liability Partnership firm, private limited company or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India. | |
| 2 | The Bidder should have a minimum experience of having satisfactorily completed/have ongoing at least 1 (One) assignments of similar nature during last 5 (five) years period ending last day of month before the one in which the bids are invited. Similar nature ” for this contract shall be “Setting up of EV charging stations in a location or premises” for any Central Govt./ State Govt./ PSU or any Private Limited company of repute. | |
| 3 | The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Company in last 5 (five) financial years. | |
| 4 | The Applicant Firm should have a minimum average annual turnover of Rs.50.00 Core (Rupees Fifty Core) during the last three Financial Years. | |
| 5 | The Application Firm should have a Net worth of at least Rs. 5.00 Core as per the last audited Annual Accounts duly certified by a Chartered Accountant as per Form-4. | |

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

Note: 1. Applicants are required to submit supporting documentary proofs such as Agreement/ Work Order/ Completion certificates regarding the Technical capacity.

2. Applicant may fill separate sheet for each project.

3. In case Applicant has not mentioned/marked a particular station in row (j) in the table above, it will be assumed that the Applicant has not applied to install, operate and maintain EV charging station at that particular location(s). Bidder must also mention the number of Charging Station(s) to be installed at Metro Station of his choice minimum of One Charging Station.

Name of applicant: _____

Signature of applicant: _____

7.4 Form 4: Financial Capacity

Bidder / Member of Consortium should submit their financial details as per the following:

This is to certify that the Annual Turnover of M/s
..... for the last three years is as below:

| S. No. | Name of the Bidder or member of Consortium | Turnover | | |
|--------|--|----------|---------|---------|
| | | 2017-18 | 2018-19 | 2019-20 |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| | Total (INR) | | | |
| | Average Annual Turnover (INR) | | | |
| | Tangible Net worth (INR) | | | |

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____ (Name of Bidder), we M/s _____, Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY 2016-17, 2017-18 and FY 2018-19 is correct.

Signature and Seal of

Chartered Accountants/Statutory Auditors (with membership no.)

Authorised Signatory

(Name & Designation of Authorised Signatory)

Note:

7.4.1 Applicant is required to submit Audited financial statements for the last 3 years as supporting document.

7.4.2 In case of Consortium, provide details of each member of the Consortium

7.4.3 For estimation of Net Worth, the following formula may be used:

- Tangible Net Worth = [Subscribed and Paid-up Equity Share Capital + Reserves and Surplus – {Revaluation Reserves, Goodwill, Miscellaneous Expenses (to the extent not written off) and other Intangible assets}]

7.5 Form 5: Technical Capacity (With relevant proofs)

Bidder / Member of Consortium should submit their financial details as per the following:

This is to certify that the Annual Turnover of M/s
..... for the last three years is as below:

| S. No. | Name of the Bidder or member of Consortium | Experience | | |
|--------|--|------------|---------|---------|
| | | 2017-18 | 2018-19 | 2019-20 |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

Signature and Seal of

Authorised Signatory

(Name & Designation of Authorised Signatory)

7.6 Form 6: Memorandum

Name of Work: Setting Up of Charging Stations for Electric Vehicles in Jaipur

I/We agree to keep the quoted rate open for acceptance for 90 days from the due date of submission thereof and not make any modification in its terms and conditions.

I/We/ any of the consortium members hereby declare that I/We/ consortium members shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of JDA.

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

Note: To be signed by the Bidder/ lead member in case of a Consortium

7.7 Form 7:Undertaking

Name of Work: Setting Up of Charging Stations for Electric Vehicles in Jaipur

I confirm that I/ Bidder/ any of the consortium members have not been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years.

I confirm that I/ Bidder/ any of the consortium members [*have/ don't have any*] pending litigations, non-performing contracts and surrendered contracts during last 5 years.

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

Note:

1. To be signed by the Bidder/ lead member in case of a Consortium

7.8 Form 8: Power of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favor of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **'Setting Up of Charging Stations for Electric Vehicles in Jaipur'** in response to the EOI Document dated__issued by Jaipur Development Authority ("JDA" or "the Authority"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Authority may require us to submit. The aforesaid Attorney is further authorized for making representations to the JDA or any other authority, and providing information / responses to the JDA, representing us in all matters before the JDA, and generally dealing with the Authority in all matters in connection with our Bid till the completion of the bidding process as per the terms of the EOI Document and further till the Contract is entered into with the JDA and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the EOI Document.

Signed by the within named
.....[Insert the name of the executant company]
through the hand of
Mr.
duly authorized by the Board to issue such Power of Attorney
Dated this day of

Accepted
.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested
.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.

(Signature)
Name

Designation.....

2.

(Signature)
Name

Designation.....

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executant (s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

7.9 Form 9: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To
Executive Engineer (Elect-II)

JDA, Jaipur

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the EOI document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium. *

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the EOI. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable*

7.10 Form 10: Power of Attorney for Lead Member of Consortium

Whereas the General Manager/Technical, Noida Metro Rail Corporation Limited (JDA) has invited applications from interested parties for the **Setting Up of Charging Stations for Electric Vehicles in Jaipur** (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 (EOI) 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,.....having our registered office atM/s.
having our registered office at.....M/s.....having our registered office atandhaving our registered office at(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"). We hereby irrevocably authorize 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 concession/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 pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, 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 JDA, and/ or any other Government Agency 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 Concession Agreement is entered into with the JDA. 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 OF2.....

*For
(Signature)*

.....
(Name & Title)

*For
(Signature)*

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder..*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate*

7.11 Form 11: Consortium Agreement / Memorandum of Understanding

(To be executed on Stamp paper of appropriate value)

This Consortium Agreement/Memorandum of Agreement is executed at _____ on this _____ day of _____, 2020.

BETWEEN

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ acting through its _____ duly Authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 2013 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECONDPART

AND

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 2013 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the third PART] Whereas Noida Metro Rail Corporation Limited (hereinafter referred to as 'JDA') has invited Bids for the Licensing of _____ in terms of the EOI documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by JDA for participating in the bid by the Consortium for which the Bid has been floated by JDA.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

2. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of _____ in terms of the Bid invited by Noida Metro Rail Corporation Ltd.,(JDA).
3. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by JDA for awarding the Bid to the

Consortium so that the Consortium may take up the aforesaid license, in case the Consortium turns out to be the successful bidder in the bid being invited by JDA for the said purpose.

4. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for _____.
5. That the Consortium have agreed to nominate any one of _____, and as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
6. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
 - I. The Lead Member shall have _____percent(_____%) of shareholding with reference to the Consortium for this specified license agreement.
 - II. The Participant Member shall have _____(_____%) of shareholding with reference to the Consortium for this specified license agreement.

That in case to meet the requirements of bid documents or any other stipulations of JDA, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of JDA.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1.(_____)2.(_____)3.(_____)
Authorized Signatory Authorized Signatory Authorized Signatory
(____)(____)(____)
For (Name of company) For (Name of company) For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:
(i) Execution of the Consortium Agreement, and
(ii) Appointing the authorized signatory for such purpose

7.12 Form 12 Undertaking for Responsibility for Consortium Members

(On Rs. 100/- stamp paper duty notarized)

_____ as a lead member of the consortium of _____ companies –namely _____ (complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with JDA in respect of licensing of _____ (Insert Name of Tender):-

1. That, we solely undertake that _____ (Name of the company /consortium member) shall conduct all transactions/ correspondence and any other activity in connection with licenses agreement pertaining to“ _____ (Insert Name of Tender).

2. That, all consortium members are jointly or severely responsible for all commitments /liabilities / dues etc to JDA.

3. That, we further confirm that, the share holding of lead member- _____ (Name of the company /consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties without prior permission of JDA subject to License Agreement (to be executed with JDA)provisions.

4. We also confirm that our consortium was made on Dt. _____, for seeking “_____”(insert name of tender) and in support of which a copy of our Board Resolution is attached with this undertaking.

(Authorized / CEO of all _____ consortium members to sign on undertaking with witness signatures)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Witness 1.
2.

*Strike out whichever is not applicable

7.13 Form 13: Bid Details

The following list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

| S.No. | Particulars | Attached Yes / No / Not Applicable | Page no. (Mandatory) |
|-------|--|--|-------------------------|
| 1 | Bid Processing Fees | | |
| 2 | Earnest Money Deposit | | |
| 3 | Documentary evidence such as Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership | | |
| 4 | Self-attested copy of PAN card of the company/firm; the GST registration(For all the members in case of Consortium) | | |
| 5 | Form 1: Letter of Proposal Submission | | |
| 6 | Form 2: Firm Details | | |
| 7 | Form 3: Capability Statement | | |
| 8 | Form 4: Financial Capacity (with relevant proofs) | | |
| 9 | Form 5: Technical Capacity (with relevant proofs) | | |
| 10 | Form 6: Memorandum | | |
| 11 | Form 7: Undertaking | | |
| 12 | Form 8: Power of Attorney | | |
| 13 | Form 9: Statement of Legal Capacity | | |
| 14 | Form 10: Power of Attorney for Lead Member of Consortium | | |
| 15 | Form 11: Consortium Agreement / Memorandum of Understanding | | |
| 16 | Form 12: Undertaking for Responsibility for Consortium Members | | |

JAIPUR DEVELOPMENT AUTHORITY**Location of Charging Station**

| S.No | JDA Zone | Location |
|---------------|----------|---|
| Zone-1 | | |
| 1 | 1 | Community Centrer D Block Malviya Nagar |
| 2 | 1 | Community Centrer B Block Malviya Nagar |
| 3 | 1 | Community Centrer Bajaj Nagar |
| 4 | 1 | Community Centrer Jhalana |
| 5 | 1 | Outside cencer Hospital-JLN Marg |
| 6 | 1 | Open Land-Opposite Bajaj Nagar Enclave |
| 7 | 1 | Below Sanganer Flyover-Tonk Road |
| 8 | 1 | Below GT Pulia-JLN Road |
| 9 | 1 | Smirity Van JLN |
| 10 | 1 | Parking aera Jaldhara |
| Zone-2 | | |
| 11 | 2 | Parking Area, National Handlum, Central Spine Vidhyadhar Nagar |
| 12 | 2 | Parking Area, Bajrang Bali Tower, Central Spine Vidhyadhar Nagar |
| 13 | 2 | Parking Area, Dhan Shree Plus Tower, Central Spine Vidhyadhar Nagar |
| 14 | 2 | Sector -9 near HP Petrol Pump |
| 15 | 2 | Parking Area Riddhi Siddhi Tower Sun and Moon Complex Sikar Road |
| 16 | 2 | Parking Area Riddhi Siddhi Tower Sun and Moon Complex Sikar Road |
| 17 | 2 | Jal Mahal Parking |
| 18 | 2 | Ramniwas Bagh Sawan Bhadon Gate no 2 |
| 19 | 2 | In front of Masala Chowk, Ram Niwas Garden |
| 20 | 2 | Kishan Bagh Parking |
| 21 | 2 | Papad Ke Hanumanji Temple |
| 22 | 2 | Khole ke Hanumanji Temple |
| Zone-3 | | |
| 23 | 3 | Nehru Place Parking |
| 24 | 3 | JDA Parking at Laxmi Mandir Tiraha |
| 25 | 3 | Outside Tiny Tots School, Sahkar Marg |
| 26 | 3 | Mahanagar Time office to Imli Phatak (Near STP) |
| 27 | 3 | Central Park Gate No 1 |
| 28 | 3 | Central Park Gate No 2 |
| 29 | 3 | Central Park Gate No 3 |
| 30 | 3 | Central Park Gate No 4 |
| 31 | 3 | Parking near STP |
| 32 | 3 | Nehru Garden East Gate Parking Outside |
| 33 | 3 | Nehru Garden South Gate Parking Outside |
| Zone-4 | | |
| 34 | 4 | Jawahar Circle Parking |
| 35 | 4 | Facility on dalda Factory road. |
| 36 | 4 | Metro Enclave scheme on main B-2 By-pass |
| 37 | 4 | Facility on Tonk road near Bajri Mandi Road |
| 38 | 4 | Jawahar Circle Parking gate |

| | | |
|------------------|-----------|--|
| 39 | 4 | Jawahar Circle Terminal no gate 2 |
| 40 | 4 | Woodland park |
| Zone-5 | | |
| 41 | 5 | Hans Marg Parking place Riddhi Siddhi Mansarover |
| 42 | 5 | New Aatish Market, near Gujar Ki Thadi |
| 43 | 5 | Triveni nagar Community Centre |
| 44 | 5 | Dalda Factory under Triveni over bridge |
| 45 | 5 | On Gopalpura Bypass between (Gurjar ki Thadi to Mansarover Metro Station (South Side)) |
| 46 | 5 | Riddhi Siddhi Under the Bridge |
| 47 | 5 | Under Triveni Pulia |
| 48 | 5 | Near Amanishah Ka Nala (Dravyavati River) Shipra path |
| Zone-6 | | |
| 49 | 6 | Road No 1 Murlipura (Near Murlipura Shopping Centre |
| 50 | 6 | In front of Murlipura Shoping centre |
| 51 | 6 | Under Dadi ka phatak ROB |
| 52 | 6 | Near C-Zone by-pass on Banad road along with railway line |
| Zone-7 | | |
| 53 | 7 | Community Centre Vaishali Nagar |
| 54 | 7 | Parking area Chitrakoot stadium, Jaipur |
| 55 | 7 | National Handloom Parking Vaishali Nagar |
| 56 | 7 | Near Kardhani Police Station |
| 57 | 7 | Near Jaipur Bag Lalarpura |
| Zone-8 | | |
| 58 | 8 | Patrakar Colony |
| 59 | 8 | Community Centre |
| 60 | 8 | Community Centre, Saipura |
| Zone-9 | | |
| 61 | 9 | Shooting Range |
| 62 | 9 | Akshya Patra, Mahal Road |
| PRN North | | |
| 63 | PRN North | Gokul Nagar JDA Scheme (Facility F-4) near Marble Mandi Choraha |
| 64 | PRN North | Gokul Nagar JDA Scheme (Facility F-11) near Marble Mandi Choraha |
| PRN South | | |
| 65 | PRN South | Shiv Vihar JDA Residential Scheme |
| 66 | PRN South | Patrakar Colony road D-16 & D-21 Junction |
| Zone-12 A | | |
| 67 | 12A | Main Sikar road opposite Banjara hills hotel near Chomu |
| 68 | 12A | JDA Ecological scheme near RTO office chomu |
| 69 | 12A | JDA land on kalwar road at gajadharpura trun |
| 70 | 12A | Opp. Army area in Niwaru Road |
| Zone-13 | | |
| 71 | 13 | Transport Nagar Sikar Road |
| 72 | 13 | Ramgarh Road PWD Choki |
| 73 | 13 | Under ROB Bassi |

Form of Bid-Securing Declaration

Date :
Bid No. :
Alternative No. :

To :

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint-Venture that is submitting the bid.]

