REQUEST FOR PROPOSAL

FOR

Selection of Bidders for Taking EV Chargers held with BECIL on Hire/Lease on Fixed Rental Basis

RFP Ref No. BECIL/Proj/ Rental – EV-I/2026-27

Dated: 19 Nov 2026

Issued By
(Sh. Ved Prakash Gupta, GM)

बेसिल BECIL	**Broadcast Engineering Consultants India Limited** **(A Government of India Enterprise)** **CIN No. : U32301UP1995GOI017744** ***Corporate Office*:** **BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307** **Tel:0120-4177850, Fax: 0120-4177879** ***Head Office*:** **14-B Ring Road, IP Estate, New Delhi-110002** **Tel:011 23378823, Fax: 01123379885** **Web: www.becil.com** **E-mail: evproject@becil.com**	

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BECIL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by BECIL 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 making their offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by BECIL 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 BECIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Each Bidder should, therefore, conduct its own investigations, actual site/ facilities/location inspections and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is 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. BECIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BECIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. BECIL 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. BECIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that BECIL is bound to select a Bidder or to appoint the Selected Bidder for the Project and BECIL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder 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 BECIL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BECIL 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. In case of any rejection/cancellation, no bidder has any right to claim any compensation or reimbursement to cost. Participation in RFP does not guarantee selection of bidder.

TABLE OF CONTENTS

1. SECTION-I: INTRODUCTION AND BRIEF DESCRIPTION……..4
2. SECTION-II: IMPORTANT DATES (SCHEDULE AND CRITICAL)……..6
3. SECTION-III: GENERAL TERMS AND CONDITION……..7
4. SECTION-IV: SCOPE OF WORK…….. 21
5. SECTION-V: ELIGIBILITY CRITERIA AND EVALUATION…… 24
6. SECTION-VI: TECHNICAL SPECIFICATIONS OF EV CHARGERS……..28
7. SECTION-VII: ENCLOSURES AND ANNEXURES ……..30
8. ANNEXURE A: PRE CONTRACT INTEGRITY PACT……..30
9. ANNEXURE B: BANK MANDATE FORM……..35
10. ANNEXURE C: PARTICULARS OF THE BIDDER……36
11. ANNEXURE D: ANNUAL TURNOVER AND NET WORTH……..37
12. ANNEXURE E: PROFORMA OF LETTER OF UNDERTAKING……..38
13. ANNEXURE F: BID COVERING LETTER……39
14. ANNEXURE G: CREDENTIALS SUMMARY……40
15. ANNEXURE H: SELF-DECLARATION FOR NON BLACKLISTING……..41
16. ANNEXURE I: UNDERTAKING REGARDING PAYMENT OF GST……43
17. ANNEXURE J: POWER OF ATTORNEY……..44
18. ANNEXURE K: FORMAT FOR DECLARING EV CHARGERS……..45
19. ANNEXURE L: FINANCIAL OFFER ……..46
20. ANNEXURE M: CHECKLIST OF DOCUMENTS ……..47
21. APPENDIX – A: CONTRACT AGREEMENT ……..1-18

SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

Broadcast Engineering Consultants India Limited (BECIL) an ISO 9001:2008 certified, a Mini Ratna public sector enterprise of Government of India under Ministry of Information & Broadcasting, was established on 24th March, 1995 for providing consultancy services of international standards for broadcasting in transmission and production technologies including turnkey solutions in the specialized fields of Terrestrial & Satellite Broadcasting, Cable, Media and various Information Technology (IT) related fields, including security, surveillance, acoustics & audio-video systems and smart cities.

BECIL is the professional platform which carry out business, both in India and abroad, in the fields of broadcasting, communication, IT, electronic surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.), and electronic media contents including films etc. The activities include but not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City, Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, etc.

2. INTENT AND PROJECT PLAN FOR THE REQUEST FOR PROPOSAL (RFP)

The primary intent of this RFP is to invite proposals from prospective bidders who shall:

a) Take on hire/lease the EV chargers held with BECIL on a fixed rental basis.

b) Install, operate, and maintain EV (Electric Vehicle) chargers in accordance with applicable technical standards and guidelines.

c) Ownership of EV chargers supplied by BECIL shall remain with BECIL, while the prospective bidder shall be responsible for installation, operation, maintenance, and ensuring uptime during the contract period.

d) Generate revenue from EV charging services and bear all operational costs, including payment of fixed rentals to BECIL.

2.1 Project Plan:

The project envisages the selection of a competent bidder, who shall hire/lease on fixed rental basis, the EV chargers held with BECIL. The bidder may utilize EV charging equipment (EV charger) taken on rent from BECIL for establishing charging ecosystem.

Details of the EV Chargers presently owned by BECIL (Refer Section-VI for Technical specifications), which are being offered for hiring/leasing on fixed rental basis, are as follows: -

S.No.	Description of EV Charger	Number of EV Charger
1	3.3 kW OCPP Compliant AC Charger	600
2	22 kW OCPP Compliant AC Charger	250

SECTION –II

3. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S.No.	ACTIVITY	SCHEDULED DATE & TIME
1.	RFP Number & Date	RFP Ref No. BECIL/Proj/ Rental – EV - I/2026-27
2.	Date & Time of Issue of RFP	Date: 19 Nov 2026 ; Time: 11:00 Hrs
3.	Pre-Bid Meeting	Date: 01 Dec 2026 ; Time: 14:00 Hrs
4.	Last date and Time for Submission of bids	Date: 11 Dec 2026 Time: 14:30 Hrs
5.	Pre Bid Meeting / Submission of RFP / Opening of RFP	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307
6.	RFP Processing Fee (Non-refundable)	INR 15,000/- + GST (as applicable) (Proof of submission to be submitted along with RFP response)
7.	EMD / Security Deposit	INR 2,00,000/- (Rupees Two Lakhs Only) in the form of Demand Draft (DD) drawn in favour of Broadcast Engineering Consultants India Limited payable at Noida. Exemption to MSE and Startup shall be given as per GoI guidelines. An Undertaking to this effect to be submitted.
8.	PBG	5% of the total cost/value of the EV chargers (Validity: 5 years from signing of contract agreement)
9.	Address for Communication of bids	BECIL Bhawan, C-56/A -17, Sector - 62, Noida – 201307.

NOTE: Broadcast Engineering Consultants India Ltd. reserves the right to amend the RFP tentative schedule and critical dates without giving any explanation whatsoever. Corrigendum may be published in this regard on www.becil.com . Bidders are advised to check the website for updates in this regard.

SECTION - III
General Terms and Conditions

5. RFP NOTICE

5.1 Broadcast Engineering Consultants India Limited (BECIL) invites Request for Proposal (RFP), through offline mode (also published through CPP Portal), for selection of Prospective bidder for providing services at EV Charging Station, for collaborating with BECIL.

5.2 The RFP must be addressed to the given name and address:

To,
Deputy General Manager
Broadcast Engineering Consultants India Limited
C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307

5.3 The RFP must be submitted in English Only. All the documents including the supporting documents/enclosures etc. must be Calibri/Arial/Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by an English translated document. The English version shall prevail in matters of interpretation. Each and every page of the RFP should be numbered and mention the relevant page no. of the documents in the checklist. RFP Documents which are not legible shall be rejected.

5.4 The representative of agency will require a specific authorization/ board resolutionto submit the RFP.

5.5 In case the bidder has any doubt about the meaning of anything contained in the RFP document, she/he shall seek clarification within 03 days of issue of RFP. Except for any written clarification by DGM, BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be takento bind or fetter BECIL under the contract.

5.6 Bidders shall have to submit an amount of **Rs. 15,000/- + GST** through RTGS/ NEFT to BECIL (**Bank Mandate Form Enclosed at Annexure B**) towards the cost of RFP Documentand no other mode of payment is acceptable. The cost of RFP document is non- refundable.

5.7 The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the RFP Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the Director, Broadcast EngineeringConsultants India Limited in this regard shall be final and binding on all.

5.8 BECIL reserves the right to amend any term of the RFP at any point of time before the

submission and bidder should regularly check the website. Further, BECIL also reserves to increase/decrease/delete/add any BOQ item.

5.9 The bidder should submit the signed Integrity Pact on a plain paper along with the bid.

5.10 The Bidders will have no right to withdraw from the RFP process post submission of their bid without the formal consent of BECIL.

6. SUBMISSION OF RFP:

6.1 RFP, complete in all respects, must be submitted through offline mode.

6.2 BECIL may, at its own discretion, extend the date for submission of RFP. In such a case allrights and obligations of BECIL and the Bidders shall be applicable to the extended time frame.

6.3 As the RFP can be submitted only up to the defined date and time, there can't be any late bids. BECIL will not be responsible for any delay in obtaining the terms and conditions of the tender. BECIL will not be responsible for postal delays. Bids received after the due date will not be opened and rejected.

6.4 At any time prior to the last date for receipt of RFP, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by an amendment. The amendment will be notified on BECIL's website **http://www.becil.com** and should be taken into consideration by the prospective bidders while preparing their RFP.

6.5 The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

6.6 The RFP must contain:

6.6.1 Company/bidder profile relevant to RFP.
6.6.2 It should also include details of past experience relevant to the "Scope of Work".
6.6.3 Declaration regarding acceptance of Terms and conditions of RFP.
6.6.4 Declaration of not been blacklisted by any of the Government agency.
6.6.5 Essential information such as Name & address of the agency, Business Name, E-mail id, Fax No. /Telephone No. , Authorized Signatory name, E-mail ID and contact no.

6.7 The agency/ bidder/Implementation Agency shall ensure that it fulfills the eligibility criteria as desired in the RFP and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past experience with details of services offered, details of similar projects executed.

6.8 The RFP should be duly signed on each page by authorized person. Each page should be

properly numbered. Documents authorizing the signatory must accompany the RFP.

6.9 The RFP complete in all respects must be submitted with requisite information and annexure(s). The RFP should be free from ambiguity, change or interlineations. Incomplete RFP will not be considered and is liable to be rejected without making any further reference to agency/ bidder/Implementation Agency(s).

6.10 The bidder shall be ignored, if complete information is not given there-in, or if theparticulars and data (if any) asked for are not filled in properly.

6.11	**Information to be submitted**	
	(a)	Profile of the company/bidder/firm
	(b)	Certificate of Incorporation (for Company/LLP)
	(c)	Memorandum & Articles of Association/Partnership deed
	(d)	Audited financial statements for the last 3 years
	(e)	Income Tax Return Acknowledgment for last 3 years
	(f)	Certificate of financial capability / credit facility issued by bank.
	(g)	GST Registration Certificate or valid exemption certificate
	(h)	Copy of PAN Card
	(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour Deptt etc.)
	(j)	Authorization letter in the bidder's letterhead authorizing the person signing the bid for this RFP as Power of Attorney (POA)
	(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
	(l)	Bidders Details as per format
	(m)	All the requisite documents in the prescribed formats placed at Annexures to this RFP
	(n)	Pre-Contract Integrity Pact as per Annexure-A (a) Bidders participating in the RFP have to sign Integrity Pact Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening.
	(o)	(b) All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.

7. OPENING OF RFP

7.1 The bids submitted against this RFP shall be opened on **Date: 11 Dec 2026, Time: 14:30 Hrs**. BECIL reserves the right to change the date of opening of bid.

7.2 Bidders who wish to attend opening of RFP may visit BECIL for the same at the designated opening place, with authorization in proper format on bidder's letter head.

8. GENERAL TERMS & CONDITIONS OF RFP

8.1 The RFP Processing Fee, technical bid and financial bids are to be placed in separate sealed envelopes, super scribed with words "**RFP Processing Fee**", "**Technical Bid**" & **"Financial Bid"** (Quoted Rental charges in INR). All the sealed envelopes as mentioned above are to be placed inside a single sealed envelope named as

"**Response for RFP No. BECIL/Proj/ Rental – EV - I / 2026**
Submitted by: [Firm/Company name]

8.2 All bids are to remain valid for minimum of 180 days from the date of submission. BECIL reserves the right to seek the extension of bid validity.

8.3 BECIL reserves the right to solicit additional information from bidder/ ImplementationAgency to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of works which will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vendor's responsibility to check for updated information on website https://www.becil.com.

8.4 BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the bidder/PROSPECTIVE BIDDER/Implementation Agency(s) which, in the sole opinion of BECIL, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder/PROSPECTIVE BIDDER/Implementation Agency(s) so that the need of project is served.

8.5 BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this RFP, and to request additional information from bidder.

8.6 All information contained in this RFP, or provided in subsequent discussions or disclosures,is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent of BECIL.

8.7 In case the agency selected through RFP goes into liquidation or undergoes a change in business/management, it will be informed to BECIL & the selected agency will fulfill its commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency

(successful bidder). EMD or PBG as the case may be will be forfeited by BECIL.

8.8 Any dispute or difference or claim arising out of or in relation to this RFP, including the construction, validity, performance or breach thereof, shall be settled or decided by CMD/Director, BECIL or by any other person to be nominated by CMD/Director.

9. Relationship between the parties

Nothing contained herein, shall be construed as establishing a relation of master and servant or of Agent and Principal as between the Bidder/Agency and BECIL.

10. Indemnity

10.1 The Bidder shall indemnify, save, hold harmless and defend BECIL and its officers, servants, employees and agents promptly upon demand and at its expense, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which BECIL may become subject, insofar as such losses arise out of, in any way relate to, arise or result from:

a) Deficiency in the Bidder's performance of its scope of service or breach of any of its obligations or scope of work

b) Actions by the Bidder that causes BECIL to be in indirect or direct consequential breach of the main contract

c) Any claims by employees, suppliers, creditors or other persons in a relationship with the Bidder.

d) Any hazard damage, bodily injury or damage caused to the tangible property due the malfunctioning or overheating of the charger. Any actual damage caused to the charger by the Bidder's wilful misconduct, negligence, or operation of the hardware outside the provisioned technical guidelines.

e) Any third party, indirect , consequential or pecuniary damages arising out of any fire or other hazard, that occurs during the operation of the electric vehicle station.

f) Any claims of infringement, misappropriation or otherwise by third parties in regard to the fulfillment of obligations by the Bidder.

11. Code of Integrity

No official of BECIL or the Bidder shall act in contravention of the codes which includes Prohibition of:

a) Offering of any bribe or undue gratification in any form to BECIL or its officials, or indulging in any corrupt practices.

b) Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.

c) Improper use of information provided by BECIL to the Bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.

d) Any financial or business transactions between the Bidder and any official of BECIL related to RFP or execution process of contract, which can affect the decision of BECIL directly or indirectly.

e) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

f) Obstruction of any investigation or auditing of a procurement process.

g) Making false declaration or providing false information for participation in an RFP Process or to secure a contract.

12. Conflict of Interest

Any Bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this RFP. Bids found to have a conflict of interest shall be rejected as non-responsive. Bidder shall be required to declare the absence of such conflict of interest in Form Declarations. A bidder in this RFP Process shall be considered to have a conflict of interest if the bidder:

a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or

b) Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or

c) Has the same legal representative/ agent as another Bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (PROSPECTIVE BIDDER), in procurements under Proprietary Article Certificate; or

d) Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this RFP process; or

e) Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

f) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the RFP Document etc.) of this RFP process; or has a close business or family relationship with a staff of the Procuring Organization who:

(i) are directly or indirectly involved in the preparation of the RFP document or specifications of the RFP Process, and/or the evaluation of bids; or

(ii) Would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the RFP process and execution of the Contract.

13. Undue influence

13.1 The Agency/Bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.

13.2 Any breach of the aforesaid undertaking by the Agency/Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECIL to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

14. Unlawful/Unethical Practices

14.1 If the Contractor/ Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.

14.2 Any intentional omission or misrepresentation in the documents submitted by the Bidder for the purpose of due diligence or for the execution of any act essential for the execution of the Project.

14.3 If the Bidder uses intimidation / threats or bring undue outside pressure on BECIL or any of its official for acceptance / performances of the deliverable/qualified work under the contract:

15. Penalty for breach of integrity, conflict of interest and undue influence

15.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the Bidder.

15.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages by the Bidder including imposition of penal damages.

15.3 Initiation of Arbitration /legal proceedings to recover losses or damages incurred by BECIL due to the violation of ethical practice or use of undue influence by the Agency.

16. Blacklisting/ Debarment

The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for violation of the code of integrity, for undue influence as well as for the breach of any other terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

17. Penalties

17.1 The bidder shall be fully responsible for compliance with all applicable statuary and regulatory requirements related to the EV charging infrastructure. Any penalties, fines, or charges imposed by any authority due to non-compliance shall be borne entirely by the bidder.

17.2 Such costs shall not be reimbursed or adjusted against the fixed monthly charges, and the bidder shall have no right to claim any compensation or revision of contractual terms on this account.

18. Confidentiality

18.1 The Bidder recognizes, accepts and agrees that disclosure of Confidential information to the Staff shall be only on a need-to-know basis and only those staff who are involved in rendering the services and need to have access would alone be informed of Confidential information.

18.2 The Bidder recognizes, accepts and agrees that all tangible and intangible information

obtained or disclosed to the Bidder's and/or its staff, including all details, documents, data, business/ customer information and the BECIL 's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the Bidder 's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the Bidder 's obligations under this Contract shall be treated, as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that all its facility staff shall keep the same as secret and confidential and shall not disclose the same at all in whole or part to any Person or persons (including legal entities) an any time or use nor shall allow information to be used for any purpose other than that as may be necessary for the due performance of the Bidder's obligations hereunder except when required to disclose under the due process and authority of law.

19. Right to inspection

19.1 That BECIL and its field officers or its Auditors, shall have the right to carry out inspection checks and tests, and do audit of the charging sites on which the chargers shall be installed to the project in order to ensure there is no compromise on the quality of safety standards to be ensured by the Bidder to the BECIL.

19.2 That BECIL shall have the right to review and monitor the performance of the Bidders on a continuous basis system integrator shall furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

20. Terminations

20.1 Termination of Contract

a) If at any time the Bidder makes any default in proceeding the work with due diligence and continue to do so even after the notice in writing or commit any default in complying any of the terms and conditions even after the notice in writing is given by Officer-in-Charge deployed with BECIL , BECIL may without prejudice to any other rights to remedy which shall have accrued or shall accrue thereafter , by written notice, terminate the contract as a whole or part of the Contract.

b) Notwithstanding anything contained above, BECIL reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 (Fifteen) without assigning any reason and without any financial consideration / implication.

c) In case the bidder terminates the contract, the installed chargers shall be returned in a workable condition within a span of one week from the date of termination, i.e when the window period mentioned in termination notice expires. A joint inspection would be carried out of the chargers and in case of any damage or detriment found, the same shall be demanded and become payable within a month of the notice of demand.

20.2 Termination due to Insolvency

d) If the Agency/Bidder dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty.

e) To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen-day notice in writing to the Agency/Bidder or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee up to an amount to be agreed upon by BECIL for due and faithful performance of the contract.

20.3 Termination for Convenience

BECIL can terminate the Agreement by serving a 30 day notice without assigning any cause or reason to the Bidder/ selected agency. The contract shall be deemed terminated after a period of 30 days from the date of termination notice.

24. Notices

Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the BECIL or the Bidder and may be given by delivering the same by hand or sending the same-by prepaid registered mail, official e-mail or facsimile to the relevant address forth below or such other address as each Party may notify in writing to the ether Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given official e-mail or facsimile) or Fifteen (15) clear days after posting (if sent by post) at the Party's principal or registered office address as set out below:

Broadcast Engineering Consultants India Limited,
Add: C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: evproject@becil.com

25. No waiver

No waiver of any term, provision, or condition of this Contract, whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Contract, unless the same is agreed upon and recorded in writing with mutual consensus of both the parties.

26. Amendment

Unless otherwise stated expressly, this Contract shall be modified only by an instrument in writing duly executed by both the parties.

27. Arbitration

27.1 Conciliation of Dispute

a. Any dispute(s) /difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled mutually and amicably between the Parties, within a time span of **thirty days** from the date of invocation of dispute vide a written notice by the aggrieved party. The Aggrieved Party shall notify the other party in writing about such dispute(s)/difference(s)/issue(s) between/amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Notice/Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/issue(s) to enable the other Party to be fully informed as to the nature of the dispute(s)/ difference(s)/issue(s), as well as the amount of monetary claim.

b. That in the event of reference of dispute for Conciliation, a committee comprising of two members, nominated by each party i.e. the Bidder and BECIL respectively shall try to amicably resolve/settle the dispute.

27.2 Reference of Dispute to Arbitration proceeding post conciliation

a) In the event of failure in mutual resolution of the issue, any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.

b) The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.

c) The Arbitration Proceeding shall commence within a span of **thirty days** from the date of receipt of Invocation Notice complete in all respects as mentioned above,

d) The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empanelled with the Delhi International Arbitration Centre.

e) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.

f) The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.

g) The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.

h) That any claim of damage(s) or losses(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.

i) That if BECIL considers that a dispute under this contract, involves an issue that is related to a dispute under the main contract., then in that event, the Bidder shall assist, and support BECIL, during the course of arbitration/ legal proceedings emanating from the main contract. Then in that event of initiation of arbitration proceeding, under the main contract, no dispute tied to the main contract, shall be concurrently referred by the Bidder.

28. Jurisdiction

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of India. The Courts at Delhi shall have the exclusive jurisdiction to entertain any matter arising out of or in relation to this Contract.

29. Force majeure

29.1 For the purpose of this Contract, the term "Force Majeure" shall mean an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance ,and which makes a Party's performance of its obligations hereunder impossible or impractical as reasonable to be considered impossible in the circumstance, inclusive of but not limited to war, riots, civil disorder, earthquake, fire, strikes, lockouts or other industrial action (except where such strikes lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) , confiscation or nay other action by the Government Agencies.

29.2 Force Majeure shall not include (i) any event which is the caused by the negligence or intentional action of a Party or by of such Party's agents or employees, nor (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this RFP, and avoid or overcome with persistent effort in carrying out its respective obligations.

29.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case

of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

30. Assignment

30.1 All terms and provisions of this RFP and subsequent Contract/ Agreement / work order with the successful Bidder shall be binding on both the parties and their respective successors and permitted assigns.

30.2 Subject to clause mentioned above, the selected Agency shall not be permitted to assign its rights and obligations, under the Contract/ Agreement / work order, to any third party.

30.3 BECIL may assign or novate all or any part of the Contract/ Agreement / work order and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to BECIL or any of its nominees.

31. Severability

If any provision of the Contract/ Agreement / work order, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable; the illegality, invalidity or un-enforceability of such provision or part provision shall not affect the other provisions of the Contract/ Agreement / work order or the remainder of the provisions in question which shall remain in full force and effect. The concerned Parties shall negotiate in good faith to agree to substitute for any illegal, invalid or unenforceable provision with a valid and enforceable provision which achieves to the greatest extent possible the economic, social, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

32. Entire contract

The Contract/ Agreement / work order with all Appendices and Schedules appended thereto, contents and scope/ specifications of the RFP , all the corrigendum's, response to queries etc. that may be issued against this RFP and the Bidder's offer including presentation and all supporting documents shall constitute the entire Contract/ Agreement / work order between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

33. Liquidated damages

33.1 In case the bidder fails to meet the scheduled timelines for installation, commissioning, and operationalization of EV chargers under the fixed monthly charge model, or in case of delay in commencement of services resulting in delay in payment of rental/fixed monthly charges, Liquidated damages (LD) shall be levied.

33.2 Liquidated damages shall be levied at the rate of 1% of the applicable monthly fixed charges per week or part thereof of delay, subject to a maximum ceiling of 10% of the total yearly rental charges.

33.3 BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Bidder which has become due or payable (which shall also include BECIL 's right to claim such amount against Bidder's Performance Bank Guarantee or any other Security Deposit)

33.4 Any such recovery of Liquidated Damages shall not in any way relieve the Bidder from any of its obligations to complete the works or from any other of its other obligation and liabilities under the Contract.

34. Power of attorney

35.1 Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid submitted. The person signing the bid should be the duly authorized representative of the firm/ company whose signature should be verified and certificate of authority should be submitted. The power of attorney or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be annexed to the bid.

SECTION – IV

SCOPE OF WORK

a) The successful bidder shall take on hire/lease the EV chargers owned and held by BECIL on a fixed rental basis for the contract period.

b) The bidder shall pay fixed rental/lease charges to BECIL as per the agreed terms and schedule during the contract period.

c) The bidder shall be responsible for installation, commissioning, testing, operation, and maintenance of EV chargers at suitable locations, including all associated electrical and civil works required for operationalization of the charging stations.

d) The bidder shall operate and maintain the EV chargers and associated infrastructure in accordance with applicable technical standards, statutory regulations, safety norms, and guidelines issued by competent authorities from time to time.

e) Ownership of the EV chargers supplied by BECIL shall remain vested with BECIL at all times. The bidder shall only have the right to use the chargers during the lease/rental period under the terms and conditions of the agreement.

f) The bidder shall ensure proper functioning, preventive maintenance, breakdown maintenance, and prescribed uptime of the EV chargers during the entire contract period.

g) The bidder may utilize the EV charging equipment taken on rent/lease from BECIL for establishing and operating a commercially viable EV charging ecosystem, including integration with payment systems, software platforms, and customer support mechanisms.

h) The bidder shall independently operate the EV charging business and generate revenue from EV charging services provided to customers/users.

i) All operational expenses including electricity charges, manpower, connectivity, maintenance, statutory approvals, insurance, taxes, repairs, software integration, and any other incidental expenses shall be borne entirely by the bidder.

j) The bidder shall comply with all applicable laws, regulations, standards, and government policies related to EV charging infrastructure including safety of operators. The entire reasonability of ensuring compliance with the applicable guidelines will rest with the successful bidder.

k) Upon expiry or termination of the agreement, the bidder shall hand over the EV chargers to BECIL in good working condition.

Commercial Terms & Conditions:

This section outlines the commercial framework governing the engagement between Broadcast Engineering Consultants India Limited (BECIL) and the selected bidder ("Prospective bidder") for deployment of EV chargers provided by BECIL on a fixed monthly rental basis. It includes provisions related to payment obligations, billing, and other financial terms forming part of this RFP.

a) Minimum Rental Charges:
   - INR 1,500/- + GST per month for each 3.3 kW charger (Slow charger)
   - INR 4,500/- + GST per month for 22kW EV charger (Fast charger)

Note: AMC charges at the rate of 6% of the quoted monthly rental charges shall be payable separately and shall be over and above the applicable rental.

b) The prospective bidder shall deposit the applicable rental charges into the designated bank account of Broadcast Engineering Consultants India Limited on or before the 10th day of every calendar month. The bidder shall ensure timely remittance of the said amount without default.

c) The prospective bidder shall mandatorily undertake of a minimum off-take of 20 (Twenty) EV chargers, comprising 08 (Eight) units of 22 kW EV chargers and 12 (Twelve) units of 3.3 kW EV chargers.

d) The prospective bidder shall undertake and declare the quantity of EV Chargers proposed to be taken on off-take basis and shall explicitly specify the number of 22 kW EV Chargers and 3.3 kW EV Chargers proposed to be taken in Annexure – K.

Special Terms & Conditions:

a) The prospective bidder shall be solely responsible for obtaining and maintaining adequate insurance coverage for the entire EV charging infrastructure at the site, including electrical systems and associated assets, including EV chargers taken on leased from Broadcast Engineering Consultants India Limited, against all operational risks, accidents, damages, and third-party liabilities during the contract period.

b) The prospective bidder shall ensure proper CCTV surveillance coverage at the site with a minimum backup storage retention period of two (02) weeks.

c) The prospective bidder shall submit a valid Performance Bank Guarantee (BG) equivalent to 5% of the total cost/value of the EV chargers handed over by Broadcast Engineering Consultants India Limited.

d) The prospective bidder shall ensure availability of high-speed Wi-Fi/internet connectivity at the EV charging site to facilitate seamless connectivity and uninterrupted charging operations for end users.

e) The prospective bidder shall ensure deployment, installation, and commissioning of EV chargers within two (02) months from the date of supply of EV chargers or execution of the Contract Agreement, whichever is earlier. Liability for payment of rental charges shall commence after expiry of the aforesaid deployment period, irrespective of the status of installation / commissioning of the EV chargers.

f) The rental charges quoted by the prospective bidder shall be subject to an annual escalation of 10% at the end of each contract year during the entire contract period of five (05) years.

g) In the event of any significant damage to the supplied EV chargers resulting in non-functionality or operational failure, the prospective bidder shall be solely responsible and liable for such damage. In such cases, the Bank Guarantee submitted by the prospective bidder shall be liable for forfeiture, wholly or partially, as deemed appropriate by Broadcast Engineering Consultants India Limited.

h) In the event of failure by the prospective bidder to pay the applicable rental charges for a continuous period of three (03) months, Broadcast Engineering Consultants India Limited shall have the right to initiate appropriate legal and contractual remedies, including recovery proceedings, as deemed fit. In addition to the above, M/s Broadcast Engineering Consultants India Limited shall have the liberty to initiate termination proceedings against the Bidder for the non-payment of rental charges for a period of three months. That owing to the non-payment of rental charges, M/s BECIL may serve a cure notice of fifteen days for the deposit of the pending rent. In the event of non-payment of the pending rent, M/s BECIL shall serve a termination notice with a window of 15 days. The Contract shall be deemed terminated after a period of fifteen days from the date of termination notice. M/s BECIL reserves the right to repossess the EV chargers supplied to the prospective bidder, who shall be obligated to hand over the same immediately upon written notice.

i) The bidder/prospective bidder shall comply with all applicable safety regulations, technical standards, and operational guidelines issued by the Ministry of Power, Central Electricity Authority (CEA), Bureau of Indian Standards (BIS), and other competent authorities from time to time for installation, operation, maintenance, and safety of EV Charging Stations (EVCS). The bidder/prospective bidder shall also ensure provision of all mandatory safety equipment and shall remain fully responsible for safety of personnel, equipment, chargers, and vehicles at the EV charging station sites.

j) The prospective bidder shall obtain and maintain all requisite statutory approvals, licenses, and permissions required for operation of EV Charging Stations.

SECTION –V

Eligibility Criteria of Bidders

S. No.	Eligibility Criteria	Supporting Documents
1	The bidder shall be incorporated/registered in India under the Companies Act, 1956/2013, or as a Proprietorship Firm, Partnership Firm, or Limited Liability Partnership (LLP).	Copy of Certificate of Incorporation/Registration/Partnership Deed/LLP Registration Certificate or any other relevant registration document along with address proof.
2	The bidder should possess a valid PAN and GST Registration.	Copy of PAN Card and GST Registration Certificate.
3	The bidder should be profitable and having positive net worth in the last three (03) financial years, i.e., FY 2023-24, FY 2024-25 and FY 2025-26.	Audited Balance Sheets/Net Worth Certificate certified by a Chartered Accountant.
4	The bidder should have an average minimum annual turnover of INR 12.5 Lakhs during the last three (03) financial years, i.e., FY 2023-24, FY 2024-25 and FY 2025-26.	Audited Financial Statements/Turnover Certificate certified by a Chartered Accountant.
5	The bidder should not be insolvent, bankrupt, under receivership, or under liquidation, and its business activities should not have been suspended or subject to legal proceedings for the aforesaid conditions.	Self-certified declaration/undertaking duly signed by the authorized signatory.
6	The bidder should not have been blacklisted/debarred/banned/restricted by any Central Government, State Government, PSU, or statutory authority as on the date of submission of the bid.	Self-certified declaration/undertaking duly signed by the authorized signatory.
7	The bidder shall submit a detailed EV Charger Utilization and Operational Viability Plan for the proposed sites.	Detailed project report/business plan covering utilization strategy and operational feasibility (including geo-location coordinates, details of infrastructure at site)
8	The bidder should have mandatorily 01 year of prior experience, as on the date of submission of the bid, in the field of EV charging business, electrical infrastructure, OEM electric vehicles, energy solutions, or operation/management of petrol pumps/fuel retail outlets.	Copy of work orders /contracts / completion certificates/ client certificates/CA certificate or any other relevant documentary evidence substantiating the experience.

Preliminary Evaluation:

a) BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the RFP have been furnished, the documents have been properly signed and the response is generally in order.

b) BECIL may waive off any minor infirmity or non-conformity or irregularity in theproposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder/Implementation Agency.

c) In case only one bid is received or during the Technical Evaluation only one bidder/Implementation Agency qualifies for the next stage of the bidding process, BECIL reserves the right to accept/reject the bid.

d) In case two bids are received from the same bidder, both the bids will be rejected.

Evaluation of RFP: -

e) No enquiry shall be made by the bidder/Implementation Agency (s) during the course of evaluation of the RFP, after opening of bid, till final decision is conveyed to the successful bidder/Implementation Agency(s). However, the Evaluation Committee/its authorized representative and office of BECIL can make any enquiry/seek clarification from the bidder/ Implementation Agency(s), which the bidder/ Implementation Agency must furnish within the stipulated time else the bids of such defaulting bidder/Implementation Agency(s) will be rejected. The proposal will be evaluated on the basis of its content, not its length.

f) The bidder/Implementation Agency's proposals will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in subsequent paras of this RFP document. The bidder/PROSPECTIVE BIDDER/Implementation Agency are required to submit all required documentation as per evaluation criteria specified in RFP.

g) Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/Implementation Agency is found to be Incomplete/incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of security deposit/EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders. BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL's discretion.

h) Evaluation of proposals shall be based on Information contained in the proposal, the documents submitted thereto and clarifications provided, if any.

i) BECIL reserves the right to seek any clarifications on the already submitted bid documents. BECIL also reserves the right to cross verify the information with any agency.

j) Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.

k) Preferences Criteria:

- Ex-Serviceman-Owned Bidder: Preference may be accorded to bidder companies/entities which are owned and/or substantially controlled by Ex-Servicemen, subject to fulfilment of all mandatory eligibility, technical and financial criteria prescribed in the RFP.

- For claiming such preference, the bidder shall submit documentary proof establishing the Ex-Serviceman ownership/control, such as valid registration/incorporation documents, ownership/shareholding details and Ex-Serviceman status certificate/discharge certificate, as applicable.

- Bidder Having Government-Leased EV Charging Sites: Preference may be accorded to bidders having EV Charging Stations/EV Charging Sites established or operated on land/premises allotted or leased by any Central Government/State Government/UT Government Department, Government Authority, PSU, Local Body or other Government institution, subject to fulfilment of all mandatory eligibility, technical and financial criteria prescribed in the RFP.

- For claiming such preference, the bidder shall submit a valid lease/allotment/licence/concession agreement or equivalent documentary evidence issued by the concerned Government Department/Authority/PSU/Local Body, clearly establishing the bidder's right to operate the EV charging site(s).

l) The above preferences shall be considered only for bidders who meet all the minimum eligibility and mandatory technical requirements of the RFP. The preference shall not be construed as an exemption from any mandatory eligibility condition unless specifically provided elsewhere in the RFP.

m) Even though bidder/PROSPECTIVE BIDDER/Implementation Agency satisfy the necessary requirements they are subject to disqualification, if they have:

- Made untrue or false representation in the form, statements required in the RFP document.

- Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

Financial Evaluation Criteria:

a) **Financial Bid Parameter:** The Financial Evaluation shall be carried out based on the monthly rental charges quoted per EV charger by the eligible Prospective bidders in the prescribed Financial Bid format. (Annexure – L)

b) **Basis of Evaluation (H-1 Selection):** The bidder quoting the highest rental charges (H-1) shall be declared as the Selected Prospective bidder, subject to fulfillment of all technical and commercial requirements specified in the RFP.

c) **Scope for Evaluation:** The unit quoted monthly rental charges shall be exclusive of taxes.

d) The evaluation shall be conducted on the basis of the total rental value derived for the unit quantity of EV chargers as specified in the RFP.

e) **Determination of Evaluated Bid Value:** The bidder with the highest evaluated monthly rental value shall be ranked H-1. The evaluated bid value shall be calculated as follows:

Evaluated Monthly Rental Charges = *(Unit Quoted Monthly Rental per Fast Charger) x 08 + (Unit Quoted Monthly Rental per Slow charger) x 12.*

Note: Selection of H1 bidder shall be based on the highest quoted monthly rental charges calculated on minimum EV charger takeoff quantity.

f) **Abnormally High Bid:** If the quoted rental charges are found to be unreasonably high, BECIL reserves the right to seek detailed justification from the bidder. In case the justification is not found satisfactory, the bid may be rejected.

g) BECIL reserves the right to offer the opportunity to the next highest bidder(s) i.e., H2, H3 and subsequent eligible bidders, to match the financial offer submitted by the H1 bidder. The opportunity to match the H1 financial offer shall be extended sequentially to all the subsequent eligible bidders in descending order of financial ranking, if required.

h) The bidder shall communicate its unconditional acceptance to match the H1 financial quote within 07 working days from the date of issuance of such offer/intimation by the BECIL.

i) The bidder agreeing to match the H1 quote shall be required to comply with all terms and conditions of the RFP, including submission of Performance Security and execution of Agreement within prescribed timelines.

j) Upon acceptance of the H1 financial quote by such bidder, the bidder shall be treated at par with the original H1 bidder for all contractual purposes.

k) In case the concerned bidder fails or refuses to match the H1 financial offer within the stipulated period, the BECIL may proceed with the next eligible bidder or take any other action deemed appropriate, including cancellation/re-tendering of the bid process.

l) The H2/H3/subsequent bidders shall have no automatic right or claim for award of work merely by virtue of their ranking in the financial evaluation. The decision of the BECIL in this regard shall be final and binding.

m) BECIL reserves the absolute right, at its sole discretion, to invite or not invite H2/H3/subsequent bidders to match the H1 offer; to negotiate further, if permissible under applicable procurement guidelines; to cancel the tendering process; or re-invite bids, without assigning any reason whatsoever.

SECTION –VI : Technical Specifications

Type 1: 3.3kw OCPP Compliant AC Charger		
Power Specifications(3.3KW)		
AC INPUT	Voltage Rating	Single Phase, 230VAC ±10%, 50Hz ±5%
	Max. Input Current	15 A MAX
	Input Frequency	50Hz ±5%
AC OUTPUT	No. of Output Ports	1 No.
	Output Connector	As per IS/IEC60309-1:2002
	Output Current	15 A MAX
	Output Power	3.3kw
Battery Backup		
BACKUP POWER	Input Supply Failure backup	Battery backup for minimum 15 Minutes for the control system and billing unit
User Authentication		
AUTHENTICATION		As per OCPP 1.6J (through Mobile Application, RF ID, OTP on screen)
Protections		
AC PROTECTIONS	AC Voltage Protection	AC Over - Voltage , AC Under- Voltage
	AC Current Protection	AC Over -Current / Short Circuit
		Residual current/Ground Fault
		Earth Presence/Connection Monitoring
	AC Safety Protections	Emergency Stop
		Surge Protection
		Over Temperature
Metering		
ENERGY METER	AC Energy Metering Unit	Class 1.0 Energy Meter
Environmental		
OPERATING TEMERATURE	Operating Temperature	-30°C TO 55°C
HUMIDITY	Enclosure Protection	<95% relative humidity ,non-condensing
ENCLOSURE PROTECTION	Enclosure Protection	IP54
COOLING METHOD	Natural/Forced	Natural/FAN Cooling
Display System		
DISPLAY	size	7 Inches with 720x480 pixels, user interface through touch screen
Mounting Mechanism		
WALL/GROUND	type	Either of them acceptable
Open Charge Point Protocol		
OCPP	Provided Profiles	Core, Firmware Management, Reservation, Smart Charging, Remote Trigger
CMS COMMUNICATION	Interface	Wi-fi

Type -2 22 kW OCPP Compliant AC Charger		
AC INPUT	Voltage Rating	3-Phase, 400 Vac(+10% and-10%)
	Max. Input Current	32 A, MAX
	Input Frequency	50Hz
AC OUTPUT	No. of Output Ports	1 No.
	Output Connector	ICE62196-2 Type-2 Cable length-5mtr
	Output Current	32 A, MAX
	Output Power	22kw
Battery Backup		
BACKUP POWER	Input Supply Failure backup	Battery backup for minimum 15 Minutes for the control system and billing unit
User Authentication		
AUTHENTICATION		As per OCPP 1.6J (through Mobile Application, RF ID, OTP on screen)
Protections		
AC PROTECTIONS	AC Voltage Protection	AC Over - Voltage , AC Under- Voltage
	AC Current Protection	AC Over Current / Short Circuit
		Residual current/Ground Fault
		Earth Presence/Connection Monitoring
	AC Safety Protections	Emergency Stop
		Surge Protection
		Over Temperature
Metering		
ENERGY METER	AC Energy Metering Unit	Class 1.0 Energy Meter
Environmental		
OPERATING TEMERATURE	Operating Temperature	-30°C TO 55°C
HUMIDITY	Humidity	<95% relative humidity ,non-condensing
ENCLOSURE PROTECTION	Enclosure Protection	IP54
COOLING METHOD	Natural/Forced	Natural/FAN Cooling
Display System		
DISPLAY	size	4.3 inches with 720x480 pixels, user interface through touch screen
Mounting Mechanism		
WALL/GROUND	type	Either of them acceptable
Open Charge Point Protocol		
OCPP	Provided Profiles	Core, Firmware Management, Reservation, Smart Charging, Remote Trigger
CMS Communication		
COMMUNICATION	Interface	Wi-fi

SECTION –VII

ENCLOSURES AND ANNEXURES

Annexure-A

PRE CONTRACT INTEGRITY PACT

Between

Broadcast Engineering Consultants India Limited (BECIL) hereinafter referred to as **"Principal")**

And

…… hereinafter referred to as **"The Bidder/Contractors"**

Preamble:

The Principal intends to award, under laid down organizational procedures, contracts **for……..** The Principal values full compliance with all relevant laws of the land, rule, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(S) and / Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1.1. The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles: -

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude all known prejudiced persons from the process.

1.2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal

will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1. The bidder(s) Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract/ or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

e) The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

2.2. The Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his

reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the defined procedure.

Section 4 – Compensation for Damages

4.1. If the Principal has disqualified the contractor from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money Deposit / Bid Security.

4.2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

5.1. The Bidder(s) contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2. If the contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banking of business dealings".

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

6.1. The Bidder(s) Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.

6.2. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Subcontractors.

6.3. The Principal will disqualify from the tender process all bidder who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same Chief Vigilance Office.

Section 8 – External Independent Monitor/Monitors

8.1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent

the parties comply with the obligations under this agreement.

8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s Broadcast Engineering Consultants India Limited (BECIL).

8.3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

8.4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8.7. If the Monitor has reported to the CMD of the BECIL, a substantiated suspicion of an offence under relevant APC/PC Act, and the Chairman BECIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 20 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, M/s. Broadcast Engineering Consultants India Limited.

Section 10 – Other provisions

10.1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the head

office of the Principal, i.e., New Delhi.

10.2. Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.

10.3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

FOR AND ON BEHALF OF CONTRACTOR **FOR AND ON BEHALF OF PRINCIPAL**

ANNEXURE B (BANK MANDATE FORM)

DETAILS FOR PAYMENT OF TENDER PROCESSING FEES

यूनियन बैंक Union Bank of India

आन्ध्रा Andhra

(A Govt. of India Undertaking)
MID CORPORATE BRANCH, DELHI SOUTH
D -26-28, Connaught Place, NEW DELHI -110001
Tel:+91-9137849790; Fax: 01-11 23414330 ; Swift: UBININBBNDL
Email: ubin0549797@unionbankofindia.bank

Ref.: MCB:ADV:ATL:2022-23: Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

A	Name of the Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
i	Address with Pin Code	BECIL Bhawan, C-56/A17, Sector -62, Noida - 201307 (U.P)
ii	Permanent Account Number (PAN)	AAACB2575L
iii	(a) Telephone No.	0120-4177861
	(b) Fax Number	0120-4177879
	(c) Contact Person	Sh. Awadhesh Pandit General Manager - (Finance and Accounts)
	(d) E-mail Address	panditmd@becil.com
	(e) Mobile No.	+91-8130918866
B	Bank Particulars	
i	Bank Name	UNION BANK OF INDIA
ii	Bank Contact No	+91-9137849790
iii	Branch Address with Pin Code	26/28, 1st Floor, D Block, Connaught Place, New Delhi, 110001.
iv	BSR Code	549797
v	MICR	110026046
vi	SWIFT CODE	UBININBBNDL
Vii	11 Character IFSC Code of the Bank (Either enclosed a cancelled Cheque or obtain Bank Certificate as appended)	UBIN0549797
VIII	Bank Account Number as appearing on the Cheque Book	565101000065461
Ix	Bank Account Type	Overdraft
X	If other, Specify	--

**This certificate is issued on the specific request of our customer without any risk and responsibility on the part of the bank or any of its employees.*

Bank Stamp with Authorized Signatory

Date 20-01-2023

Page 1 of 1

Annexure - C

Particulars of the Bidder

1.	Name of company/bidder	
2.	Office Address /Telephone No / Fax No / email id / website	
3.	Year of establishment	
4.	Status of the Company/bidder	
5.	Name of Directors	i) ii) iii)
6.	Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, Etc.	
7.	Whether registered with the registrar of companies /registrar of firms. If so, mention number and date.	i) ii) iii)
8.	In case of change of Name of the Firm, former Name / Names and year/ years of establishment:	
9.	GST registration certificate	
10.	Whether an assessed of income tax. If so, mention permanent account number.	
11.	State Annual turnover of the company/bidder Furnish copies of audited balance sheet and profit & loss account (audited) for the last three years.	
12.	Particulars and place of similar type of works done in a single order. (Furnish details in a separate sheet and enclose copy of the employers certificate)	
13	Specify the maximum value of single work executed in the past three years.	
14.	Status and details of disputes/ litigation/ arbitration, if any.	

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annexure – D

Annual Turnover & Net worth

(To be printed on implementing agency's letterhead and signed by Authorized signatory.)

To
Deputy General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S.No.	Financial Year	Turnover of Bidder	Net worth	Remarks
	2023-24			
	2024-25			
	2025-26			
	Average			

*Enclose Audited Balance sheets only.

Note: The required certificate from CA with UDIN No. is enclosed along with this form. Certificate without UDIN No. will be rejected.

Signature of Authorized Signatory
Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

Annexure – E

Performa of letter of Undertaking for Bid Validity

To
Deputy General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: RFP No. <<>> dated << 202X>>

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 180 days from the date of submission of the Bid.

I/We also agree to abide by and fulfill all the terms, conditions of provision of the bid document.

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

Annexure - F

Bid Covering Letter

To
Deputy General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: RFP No.<<>> dated << 202X>>

Dear Sir/Madam,

We, the undersigned, offer to engage with the Purchaser on <Name of the Request for Proposal> dated <insert date>and our Proposal. We are hereby submitting our Proposal, which includes our Technical bid.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <180> days as stipulated in the RFP document.
We understand you are not bound to accept any Proposal you receive.

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

Annexure - G

Credentials Summary

S. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

Annexure - H

Self-Declaration for Non Black Listing

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No. ……
Dated : ……..

To
Deputy General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

We, M/s. ---------- hereby declare that the firm/company namely M/s. ----------, as on the date of bid submission, has not been blacklisted or debarred by any of the Central Government or State Government or any organization under Central/ State Government or any Statutory Authority, or any Public- Sector Undertaking.

M/s ……. has not been found guilty of any criminal offence by any court of law in India or abroad.

M/s ……, its directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statement or misrepresentations as to their qualifications to enter into procurement contract within a period of three years preceding the commencement of the procurement process or have not been otherwise disqualified pursuant to debarment proceedings.

Yours faithfully

For,

Signature of Authorized Signatory
Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

Annexure - I

Undertaking Regarding Payment of GST/ Filing of GST Return

Ref……..
Date

To,
The Chairman and Managing Director,
Broadcast Engineering Consultants India Limited,
56-A/17, Block-C, Sector-62, Noida-201307 (U.P.)

Subject: Undertaking regarding Payment of GST/ Filing of GST Return

Dear Sir,

This is in connection to the works awarded by M/s Broadcast Engineering Consultants India Limited (BECIL), we hereby undertake that we will comply with Goods and Services Tax 2017 and subsequent amendment and Various Rules Relating to GST Act, 2017(herein after referred to as GST Act and Rules) wherever we are obliged to comply with the GST Act and GST Rules.

We further hereby undertake that we will issue proper **"Tax Invoice"** and/or any other Relevant Document as required under GST Act and Rules. We will furnish appropriate GST return and pay GST as required under GST Act and Rules on timely basis and will provide GST credit on timely basis through GST Portal (and/or by any other means as provided by GST Act and Rules).

We hereby certify & undertake that we will not alter, delete or modify the tax invoices and other details uploaded at GST Portal unless approved by BECIL in writing. We hereby certify all the relevant document along with tax invoice as the case may be

We also hereby certify & undertake that we indemnify BECIL on account of any loss of GST input credit as well as any interest, penalty, demands or other costs, expenses suffered by BECIL because of any failure on our part to file appropriate Return on time and/or pay Tax to Government/Appropriate Authority.

In case we do not make payment the tax/interest/penalty/other expenses etc. on demand raised by Government/Tax Authorities due to default/delay on our part/action, we also authorize BECIL to forfeit/deduct from security held by BECIL, equivalent amount of interest/penalty/tax etc. for the amount so withheld.

Signature of Authorized Signatory on behalf of Agency

Address: _____
Mobile: _____
Email ID: _____

Annexure – J

Power of Attorney for signing the Bid on Rs. 100 Stamp Paper

KNOW ALL MEN BY THESE PRESENTS,

We "Name of Bidder" do hereby irrevocably constitute, nominate, appoint and authorize _____, who is presently employed with us and holding the position of **"_____"**, as our true and lawful attorney *(hereinafter referred to as the "Attorney")* 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 application for qualification and submission of our bid for the Project "**Name of Project"** of "_____**"** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid. The act done by _____ (Name of authorized person) will be binding on the selected bidder.

IN WITNESS WHEREOF WE, (Name of Bidder)____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF Date_____ **.**

For **Name of Bidder**,

_____
_____

Accepted

Witnesses:

1. (Notarized)

Annexure-K

FORMAT FOR DECLARING QUANTITY OF EV CHARGERS

<To be submitted on Agency's Letter Head>

UNDERTAKING

We, M/s _____, having our registered office at _____, hereby give this undertaking that we shall undertake to deploy the below numbers of Electric Vehicle (EV) Chargers in accordance with the specifications, scope of work, and terms & conditions.

S.No.	Type of Charger	Quantity of EV chargers
A	3.3 kw AC Charger	
B	22 kw AC Charger	

Signature of Authorized Signatory

Name & Designation

(Company Seal & Stamped)

Annexure-L

FINANCIAL OFFER

<To be submitted on Agency's Letter Head>

UNDERTAKING

a) We, M/s _____, having our registered office at _____, hereby give this undertaking that the following quoted monthly rental charges as follows:

S.No.	Type of Charger	Unit Quoted Monthly Rental Charges (exclusive of Taxes)
A	3.3 kw AC Charger	
B	22 kw AC Charger	

Note: Taxes/GST extra as applicable.

b) We hereby affirm that the unit quoted monthly rental made above are true and correct to the best of our knowledge and belief.

Signature of Authorized Signatory

Name & Designation

(Company Seal & Stamped)

Annexure – M

(To be submitted on Bidders Letterhead)

SELECTION OF PROSPECTIVE BIDDER FOR IMPLEMENTATION OF EV CHARGER			
CHECKLIST OF DOCUMENTS			
S.No.	**Document to be Submitted**	**Attached (Yes/No)**	**Remarks**
1	Lease Agreement / Ownership Proof (min 5 years validity)		
2	Undertaking of Non-Litigation (Proposed property not under dispute)		
3	Electrical safety certificate for EVCS operations		
4	Site Layout / Location Details with entry-exit & parking plan		
5	Safety Compliance Certificates (CEA, MoP 2022, BIS/IS 17017)		
6	Electrical & Civil Infrastructure Drawings (Transformer, cabling, foundation plan)		
7	CCTV & Security Plan (2-week backup)		
8	Bank Details for CMS Portal integration (Mandate Form)		
9	Undertaking for Bank Guarantee of the equivalent amount of chargers		
10	List of available manpower / technical team for Operations of EV Chargers		
11	Electrical Load Sanction / Power Connection Details		
12	Fire & Safety Certificates from authorized body		
13	Company Profile with registration certificate		
14	Compliance Declaration with RFP Terms and Scope		
15	Audited balance sheet of last 03 financial years		
16	Certificate of Incorporation / Registration / Partnership Deed / LLP Proof		
17	PAN & GST Registration Certificates		
18	Power of Attorney / Authorization Letter for signatory		
19	Integrity Pact (Pre-contract) – signed and stamped		

Appendix – A

AGREEMENT FOR THE PROVISION OF

EV CHARGER ON RENTAL BASIS

This Rental Agreement (hereinafter referred as Agreement) for the provision of EV charger on rental basis to be installed at EV charging stations operated by the successful Bidder has been executed [**insert place**] as on this **[insert date]** by and between:

Broadcast Engineering Consultants India Limited (BECIL), (A Mini Ratna Category II PSU, falling under the purview of Ministry of Information & Broadcasting, Govt. of India), incorporated under the provisions of the Companies Act, 1956 having its Head Office at 14-B, Ring Road, I.P. Estate, New Delhi-110002, Registered and Corporate Office at C-56/A-17, Sector-62, Noida- 201307, Uttar Pradesh (Hereinafter referred to as "BECIL"), which expression, shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives on behalf of BECIL, through its Authorised signatory ----------(……) authorised vide a Board Resolution dated -----(Hereinafter referred to as the "**FIRST PARTY")**also

AND

[insert full name of the company], an Indian company incorporated under the provisions of the [Companies Act, 1956]/ [Companies Act, 2013] and having its registered office at [**insert registered address of the company**] (hereinafter referred to as the "lessee", which expression shall, unless repugnant to the context or meaning thereof, be deemed include its successors and permitted assigns).

The Service Provider and Customer shall, wherever the context may warrant, be individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS

Whereas Broadcast Engineering Consultants India Limited is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna, Central Public Sector Enterprise (CPSE) falling under the purview of Ministry of Information and Broadcasting, Government of India, which was established on 24th March 1995. That M/s BECIL provides Project Consultancy services, Turnkey solutions, System integration, Operation & Maintenance services for the entire gamut of radio and television broadcast

engineering projects and has also gradually diversified into the domain of businesses pertaining to strategic national importance and has won major Projects/ Tenders in the field of security & surveillance, IT networking, Data centre and Communication Intelligence

Whereas M/s Becil floated a RFP Document no.: BECIL/Proj/Rental –EV-I/2026 dated 20 Sept 2026 for the purpose of selection of bidders for EV charger leasing (Fixed Rental Basis). That the primary purpose to float this RFP is to general rental revenue from EV charging services by installation, operation and the utilization of the electric chargers at the designated electric vehicle charging stations.

That BECIL, based on a transparent bidding process conducted on the e-procurement portal pursuant to evaluation has selected the successful Bidder for the provision of EV charger on rental lease.

The Selected Bidder/ Lessee represents that it possesses the necessary specialized knowledge, expertise and infrastructure to operate and maintain EV charging stations.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, the sufficiency of which is hereby acknowledged the Service Provider and Customer agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 IN THIS AGREEMENT, (INCLUDING THE RECITALS ABOVE AND THE SCHEDULES HERETO), EXCEPT WHERE THE CONTEXT OTHERWISE REQUIRES, THE FOLLOWING WORDS AND EXPRESSIONS WILL MEAN THE FOLLOWING:

i. "Applicable Law"- Applicable Law means the substantive or procedural laws of India, whether now or hereafter in effect, including all legislation, acts, rules, regulations, notifications, laws, statutes, awards, orders, decrees, judgments, injunctions, ordinances, codes, requirements, Permits, licenses, directives, approvals, instructions, standards of any Government Agency, having the force of law and shall include without limitation, all rules, regulations, decisions and orders of the Appropriate Authority.

ii. "Arbitration Act" shall have the meaning ascribed in subsequent paras.

iii. **"Corrupt Practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the negotiation, signing or performance of this Agreement(for avoidance of doubt, offering of

employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BECIL who is or has been associated or dealt in any manner, directly or indirectly with the negotiation, signing or performance of this Agreement or has dealt with matters concerning this Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the Effective Date such official resigns or retires from or otherwise ceases to be in the service of the BECIL, shall be deemed to constitute influencing the actions of a Person connected with the negotiation, signing or performance of this Agreement;

iv. **"EV charger"**- EV charger shall mean the dedicated physical infrastructure device owned by BECIL and rented to the Bidder ,m specifically designed and engineered to regulate the electrical energy from the local power grid to an electric vehicle

The term shall specifically include:-

Power Conversion and control system

User Interface and access hardware

Dispensing Assemblies

1.2 Rules of Interpretation In the interpretation of this Contract, unless the context otherwise requires:

i. The singular includes the plural and vice versa and in particular (but without limiting the generality of the foregoing) any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;

ii. A reference to any gender includes the other genders;

iii. A reference to a Clause, Article, Annexure or Recital is a reference to a Clause, Article, Annexure or Recital in this Contract;

iv. The Annexures to this Contract form part of this Contract and will be of full force and effect as though they were expressly set out in the body of this Contract.

v. The provisions of this Contract and the Annexures hereto shall be interpreted harmoniously and only if the provisions of this Contract cannot be interpreted harmoniously with the Annexures or vice-versa on account of inconsistencies or ambiguities then the provisions of this Contract shall prevail over the Annexures;

vi. In case of any discrepancy between words and figures, the words shall prevail over the figures; 1.143.6 a reference to a statute shall be construed as including all statutory provisions consolidating, amending, modifying, supplementing or replacing the statute referred to;

vii. A reference to "writing" includes printing, typing, lithography and other means of reproducing words in a visible form;

viii. Any date of any period set forth in this Contract shall be such date or period as may be adjusted pursuant to the terms and conditions of this Contract; 1.143.9 titles or captions of Clauses or Articles contained in this Contract are inserted as a matter of convenience only, and in no way define, limit, extend, describe or otherwise affect the interpretation, meaning or intent of this Contract or the interpretation, meaning or intent of any term or provision contained herein;

ix. The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof, shall not apply; and

x. Reference to any agreement, deed, document, instrument, or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, it is clarified that a document shall be construed as amended, modified or replaced only if such amendment, modification is recorded in writing.

2. Scope of work

2.1 That BECIL hall provide to the Lessee, on a dry lease basis, the physical hardware specified in Schedule A (the "Equipment") [e.g., Brand, Model, Serial Number, Kilowatt Capacity]. The Equipment is leased as bare hardware on an “as is basis” only, without operators, software subscriptions, utility connections, or dedicated field maintenance personnel.

3. Obligations of the Lessee

3.1 Site Preparation & Installation

i. **Electrical Infrastructure:** The lessee must ensure the installation site has adequate power capacity, appropriate wiring, dedicated circuit breakers, and proper earthing/grounding.

ii. **Permits and Approvals:** The lessee is responsible for acquiring all necessary municipal permits, grid connection approvals from the local distribution company (DISCOM), and permissions from building management or housing societies.

iii. Certified Labor: The installation must be executed by a certified and licensed electrician to ensure compliance with local electrical safety regulations.

3.2 **Operations & Utility Costs**

3.2.1 Electricity Bills: The lessee bears the full cost of the power consumed by the EV charger. They must arrange for proper sub-metering or a separate commercial/EV utility tariff line.

3.2.2**Network & Software:** If the charger is smart or commercial-grade, the lessee must handle and pay for any central management software subscriptions, cellular/Wi-Fi network fees, and user payment integration.

3.3 Maintenance, Repairs, & Safety

3.3.1 Routine Maintenance: The lessee must keep the hardware in clean, safe operating condition. This includes securing cables properly to prevent tripping hazards or environmental damage.

3.3.2 **Repairs:** Any functional wear-and-tear, component failures, or technical faults must be repaired at the lessee's expense using authorized parts.

3.3.3 **Regulatory Compliance:** The lessee must ensure the charger undergoes periodic testing to remain compliant with occupational safety and workplace/residential regulations.

3.4 Maintenance, Repairs, and Spare Parts

3.4.1 The Lessee shall, at its sole cost and expense, keep the Charging Units in a good state of repair, safety, and efficient operating condition. This scope of work includes:

3.4.2 **Routine Maintenance:** Performing all scheduled preventive maintenance and software updates in strict accordance with the Manufacturer's guidelines.

3.4.3 Unscheduled Repairs: Troubleshooting, diagnosing, and repairing any hardware faults, screen damages, or cable wear.

3.4.4 OEM Parts: Sourcing and installing only approved Original Equipment Manufacturer (OEM) spare parts and charging cables.

3. 4.5 **Cleanliness:** Keeping the units clean, clear of debris, and accessible to users.

3.5 Insurance and Risk of Loss

3.5.1 Comprehensive Coverage: The Lessee shall maintain, at its own expense, a comprehensive commercial general liability insurance policy and property insurance.

This policy must explicitly cover the Equipment against fire, theft, natural disasters, and third-party liabilities.

3.5.2 Proof of Insurance: The Lessee shall provide copies of the insurance policies and premium receipts to the Lessor upon request.

3.5.3 Indemnification: The Lessee agrees to defend, indemnify, and hold harmless the Lessor against any claims, losses, damages, injuries, or legal actions arising from the operation, misuse, or placement of the Equipment at the Lessee's site.

3.6 Regulatory Compliance and Safety

The Lessee shall operate and maintain the Charging Units in strict compliance with all local electrical codes, fire safety norms, and environmental regulations. The Lessee shall obtain and keep active all necessary permits and safety certifications required by local power distribution companies (DISCOMs) or municipal bodies.

4 **Obligations of BECIL**

4.1 Equipment Supply & Technical Warranty (The "Hardware" Core)

4.1.1 Delivery of Working Assets: Deliver the physical EV chargers to the vendor in a brand-new, fully functional condition that meets all specific technical electrical safety regulations

4.1.2 **Provision of Documentation:** Supply all original hardware blueprints, technical manuals, single-line diagrams (SLDs), and installation guides necessary for the vendor to configure their software/Charging Management System (CMS).

4.1.3 **Legal Authorization & Property Title:** Warrant that you possess absolute ownership or a valid legal title over the land/facility and have the absolute legal right to lease both the hardware and the space to a third party.

5. **Term**

5.1 This Agreement shall become effective on the Effective Date and unless terminated earlier in, accordance with the provisions of this Agreement, this Contract shall remain, in full force and in effect for a period of ----- from ------ till---- ("Term"). Provided that, if BECIL months prior to the expiry of the Term is of the view, acting at its sole discretion, that the Lessee has performed its obligations in accordance with the terms agreed under this Agreement then the Parties will extend the Term of this Agreement for another ------. If BECIL wishes to extend

the Term of this Agreement in accordance with the preceding sentence, then it shall issue an extension letter to the Lessee at least 1 month prior to the expiry of the Term i.e., on or before --------- extending the Term by ------- i.e., ----------"Renewed Term"). The Lessee shall provide a signed copy of such extension letter within 15 Days of receipt of the same. If the Lessee does not provide the written acknowledgement within the said time period, then it shall be deemed to have confirmed its acceptance of the said extension of the Term. The Lessee expressly agrees that any such extension shall be on the terms and conditions agreed under this Agreement.Prior to the expiration of the Renewed Term, BECIL and the Lessee may agree to extend the Renewed Term for such time period as mutually agreed. However, such extension shall be solely based on the performance of the Lessee.

6.**Representation and Warranties**

6.1 The Lessee represents that -:

6.1.1 The Lessee is a company duly organized, validly existing and in good standing under the jurisdiction of its incorporation. The Lessee has full power, authority and legal right to execute and deliver and perform its obligations under this Agreement.

6.1.2 This Agreement has been duly executed by its legal representative and constitutes a legal, valid and binding obligation of the Lessee.

6.1.3The execution and delivery of, and performance by, the Lessee of its obligations under this Agreement are not in violation of, or in conflict with, any provision of the Lessee's organizational or authorizing documents, and do not constitute a default under any contracts, agreements or other instruments to which the Lessee is a party or by which it is bound, and are not in violation of, or in conflict with, any term or provision of any law applicable to it

6.1.5 There is no legal action, suit, proceeding, inquiry or investigation against the Lessee before or by any Government Agency or such other relevant authority as per laws applicable to it, of which the Lessee has received legal notice or of which it has otherwise become aware, that could adversely affect its ability to comply with its obligations under this Agreement;

6.1.6vThe Lessee has reviewed or examined and has the requisite knowledge and understanding with respect to the Site, the Technical Specifications, the EV station specifications and technical information set out in the RFP including its obligations under this Agreement, , and all other factors and conditions affecting the performance of its obligations under this Agreement.

6.2 That BECIL represents that -:

6.2.1 That BECIL is a Company duly organized, validly existing under Applicable Laws.

6.2.2 That BECIL has full power, authority and legal right to execute and deliver and perform its obligations under this Agreement. This Agreement has been duly executed by its legal representative and constitutes a legal, valid and binding obligation

6.2.3 The execution and delivery of, and performance by BECIL , of its obligations under this Agreement are not in violation of, or in conflict with, any provision of the its organizational or authorizing documents, and do not constitute a default under any contracts, agreements or other instruments to which BECIL is a party or by which it is bound, and are not in violation of, or in conflict with, any term or provision of any Applicable Law;

6.2.4 There is no legal action, suit, proceeding, inquiry or investigation against BECIL before or by any Government Agency of which the BECIL has received legal notice and which adversely affects its ability to comply with its obligations under this Agreement

7. Commercial terms and Consideration -:

7.1 The Lessee shall deposit the Performance Bank Guarantee i.e. 5% of the (total value of the chargers) within 30 (thirty) days of the execution of this Agreement.

7.2 This clause outlines the commercial framework governing the engagement between **Broadcast Engineering Consultants India Limited (BECIL)** and the Lessee for the deployment of BECIL-supplied Electric Vehicle (EV) chargers on a fixed monthly rental basis. All financial obligations, billing procedures, and commercial terms specified herein shall form an integral part of this Request for Proposal (RFP).

a) **Monthly Rental Charges:** The Lessee shall pay fixed monthly rental charges to BECIL for the deployed EV chargers as specified below:

b) **3.3 kW AC Charger (Slow Charger):** INR [●]/- (Rupees [●] only) plus applicable GST per month, per unit.

c) **22 kW AC Charger (Fast Charger):** INR [●]/- (Rupees [●] only) plus applicable GST per month, per unit.

7.3 **Payment Timeline & Remittance:** The Lessee shall deposit the total applicable monthly rental charges into the designated bank account of BECIL on or before the **10th day of each calendar month**. Timely remittance without any default or unauthorized deductions is a material obligation of the Agreement

7.4 **Minimum Off-take Commitment:** The Prospective Bidder mandates and guarantees a minimum off-take commitment of **------ total EV chargers**, which shall strictly comprise:

- **--------- units** of 22 kW EV Chargers (Fast Chargers)
- **----------units** of 3.3 kW EV Chargers (Slow Chargers)

7.5 Operations & Maintenance (O&M) Charges: Separate Operations and Maintenance charges calculated at a flat rate of **6% of the quoted monthly rental charges** shall be payable by the Prospective Bidder. This O&M fee shall be levied over and above the applicable base monthly rental and GST.

8. **Force Majeure**:

8.1 For the purpose of this Agreement, "Force Majeure" means an event which is beyond the control of a Party, and which makes a Party's performance of its obligations hereunder impossible, or so impractical as reasonable to be considered impossible in the circumstance, and included but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm , flood, pandemic or other adverse conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts, or other industrial action are within the power of the party invoking force majeure to prevent).

8.2 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

9. **Non-Waiver**:

9.1 No term or provision of this MoU shall be deemed waived and no breach thereof shall be deemed waived, unless such waiver or consent is given in writing and signed by the signatory of this MoU/authorized/ designated officer, to have waived or consented. No consent by any party to, or waiver of, a breach by the other, whether express or implied, shall constitute consent to, waiver of, or excuse for, any different or subsequent breach.

10. **Notice:**

10.1 Any notice, request, demand, approval, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery or sent by registered mail or Fax, and/or email to the party for which it is intended at its address as follows:

For BECIL:
Name: **…….**
Designation: …….
Telephone No.:
E-mail:
Address (Corporate Office):

For LESSEE:
Name: --------
Designation: ----------
Telephone No.:
Mobile:----------
E-mail:
Address:

11. **Amendments to Agreement:**

11.1 No amendment to this Agreement shall be effective unless it is in writing, mutually agreed upon and signed by duly authorized representatives of the Parties.

12. **Entire Agreement:**

12.1 Each party acknowledges that this Agreement sets forth the entire understanding of the Parties and supersedes any prior Agreement or understanding relating to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

13. Confidentiality:

13.1 Each of the Parties hereto acknowledges that the other may have access to information of a confidential nature concerning the trade secrets or business dealings, pricing, plans, procedures, products, services or strategies of the other party, its affiliates, or third parties to whom that party owes a duty of confidence ("Confidential Information").

13.2 In receiving any Confidential Information, each of us (the "Receiving Party") shall keep any such Confidential Information received from or belonging to the other or its affiliates (the "Disclosing Party") secret and shall not:

13.3 Disclose such Confidential Information to anyone except to those of its employees, suppliers, contractors or agents who are bound by confidentiality obligations, for internal use only where disclosure is necessary to perform its obligations or exercise its rights under this Agreement or use such Confidential Information other than to perform its obligations or exercise its rights under this Agreement without the prior written consent of the Disclosing Party. The foregoing obligations do not apply to any Confidential Information to the extent that:

13.3 It is or becomes generally and freely available to the public through no fault of the Receiving Party or its employees, contractors or agents; or

13.4 It can be shown to have been independently originated by the Receiving Party or communicated to it by a third party on a non-confidential basis provided that such third party did not breach a confidentiality obligation in making such communication to the Receiving Party.

13.5 In the event that the Receiving Party becomes legally compelled (or requested by an applicable regulatory body) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice (unless legally prohibited).

14. **Late Payment Penalty and Interest**

14.1 In the event the Selected Bidder/ Lessee fails to remit the mandatory monthly rental charges or Operations & Maintenance (O&M) fees into the designated bank account of **BECIL** on or before the **10th day of any calendar month**, the Lessee shall be liable to pay a late payment penalty under the following terms:

14.2 **Accrual of Interest:** A late payment interest penalty calculated at the rate of ----% **per annum** *(or specify your preferred rate)* shall be levied on the entire overdue amount. This interest shall accrue on a daily basis starting from the **11th day of the calendar month** until the date of actual realization of the complete payment by BECIL.

14.3 **Right of Set-Off and Recovery:** Without prejudice to any other rights available under the Agreement or applicable law, BECIL reserves the absolute right to recover any outstanding rental amounts and accrued late fees by:

14.4 **Deducting or setting off** the overdue amounts from any security deposits, running bills, or payments due to the Selected Bidder under this or any other engagement.

14.5 **Invoking and encashing** the Performance Bank Guarantee (PBG) in part or in full to satisfy the outstanding debt.

14.6 **Default and Material Breach:** Continuous non-payment or partial remittance extending beyond **30 days** from the original due date (i.e., beyond the 10th of the month) shall be deemed a **Material Breach of Contract**.

14.5 **Termination and Eviction due to Non-Payment:** Upon the occurrence of a Material Breach as defined in Clause 9.1.3, BECIL reserves the absolute right to:

14.5.1 Deactivate or remotely disable the deployed EV chargers without prior notice.

14.5.2**Terminate the agreement** at the sole risk, cost, and consequence of the Selected Bidder.

14.5.3 **Forfeit the Performance Bank Guarantee (PBG)** in its entirety as a penalty, over and above recovering the actual outstanding dues.

15. Indemnity:

15.1 **Indemnification by the Lessee**

15.2 The Lesssee shall defend, indemnify, protect, and hold harmless **BECIL**, its directors, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, penalties, and expenses (including reasonable legal fees) arising out of or relating to:

15.2.1 Any breach, non-performance, or non-compliance by the Selected Bidder/Lessee of any covenants, warranties, or obligations under this Agreement.

15.2.2 Any third-party bodily injury, death, or property damage (including electrical hazards, fire, or battery malfunctions) arising from the installation, operation, maintenance, or misuse of the EV chargers.

15.2.3 Any actual or alleged infringement of patents, trademarks, or intellectual property rights by the technologies, software, or platforms deployed by the Selected Bidder/Lessee.

15.2.4 Failure by the Selected Bidder/Lessee to comply with statutory laws, electrical safety regulations (CEA guidelines), or environmental codes.

15.3 Indemnification by BECIL

Subject to the limitations set forth in Clause 15.4, **BECIL** agrees to indemnify and hold harmless the Selected Bidder from and against direct losses or liabilities arising strictly out of:

15.3.1 Any proven **gross negligence or willful misconduct** committed directly by BECIL's authorized personnel.

15.3.2 Third-party claims asserting that the ownership/title of the EV chargers provided by BECIL infringes upon the proprietary rights of a third party, provided the chargers have not been altered or modified by the Bidder.

15.4 Notwithstanding anything to the contrary contained in this Agreement:

15.4.1 Exclusion of Indirect Losses: BECIL shall **never** be liable to the Selected Bidder for any indirect, incidental, punitive, exemplary, or consequential damages, including but not limited to loss of profits, loss of business revenue, grid power outages, or operational downtime.

16. **Settlement:**

16.1 The Indemnifying Party shall have no obligation to indemnify the Indemnified Party under this Agreement for any amounts paid in settlement of any action, suit or proceeding without the Indemnifying Party's written consent. The Indemnifying Party shall not settle any action, suit or proceeding in any manner that would impose any fine or other obligation or restriction on Indemnified Party or require the Indemnified Party to admit liability or wrongdoing without the Indemnified Party's written consent. Neither the Indemnifying Party or the Indemnified Party will unreasonably withhold his/her or their consent to any proposed settlement.

17. **Termination:**

17.1 This Agreement can be terminated in the following circumstances:

17.1.1 If either of the Party materially breaches any of representations, warranties, covenants or agreements in this Agreement or otherwise fails to perform any of material term or condition Agreement, the Aggrieved Party can send a written notice specifying the breach and provide a fifteen-business day period for the cure/ rectification of breach or defect. If the breach or defect is not cured within this fifteen business day period, the Aggrieved party can immediately terminate this Agreement upon serving a 30 day written termination notice on the defaulting Party. The termination shall become effective after 30 days from the date of the termination Notice.

17.1.2 Either of the Party may terminate this Agreement immediately upon 30 day written notice to the other Party if the other party becomes or is declared bankrupt or insolvent; adjudged bankrupt or files for bankruptcy or any similar proceeding the subject of any proceedings related to liquidation, insolvency, the appointment of a receiver or similar person, or makes an assignment for the benefit of all or substantially all its creditors. Either party may also immediately terminate this Agreement upon written notice to other party if it commits any act, or is alleged to have committed any act, that aggrieved party reasonably believe could make a continued relationship between the Parties harmful to their reputation or goodwill.

17.1.3 Either of the Parties can terminate the MOU by giving 60 days' notice to the other Party without assigning any reason.

17.1.4 In the event of termination of this MOU whether under clause 17.1 .1 , 17.1.2 or 17.1.3 the **Purchaser shall not** be relieved of any duties or obligations to pay all amounts accrued and due hereunder, and said amounts shall be payable on or before the effective date of the termination.

17.1.5 The termination under clause 17.1.1, 17.1.2 or 17.1.3 does not preclude a claim for losses or damages due to breach or non-performance by either of the party .

17.2 Cessation Of Rights and Obligations Subsequent to Termination:

17.2.1 Upon termination of this Contract pursuant to **Clause 17**, or upon expiration of the agreement, all rights and obligations of the Parties shall cease hereunder except:

(i) Such rights and obligations as may have accrued at the time of termination.

(ii) The obligation of payment of dues and cost, that may have accrued prior to and at the time of termination of the agreement.

(iii) Any right which a Party may have under the Applicable law.

(iv) Each party shall return or destroy any confidential information or material belonging to the other party in its possession.

18.Governing Law:

18.1 The Courts in Delhi shall have the exclusive jurisdiction in regard to the disputes emanating out of or in connection with this Agreement.

19.NON-SOLICITATION:

19.1 For the Purposes of this clause and notwithstanding any other provision of this Agreement , Party shall mean and include any legal entities being subsidiaries, affiliates or associated companies, partnership firms or firm, society, trust etc. in which such Party has any substantial association or equity or control.

20. ARBITRATION CLAUSE:

20.1 In the event of any dispute or difference between the PARTIES HERETO, such disputes or differences shall be resolved amicably by mutual consultation in a span of thirty days.

20.2 In the event of non-resolution, any dispute (s), controversy(ies), claim(s), difference(s) to arbitration for resolution before Delhi International Arbitration Centre (DIAC).

20.3 The arbitration proceeding shall be governed by the DIAC Arbitration Proceedings Rules, 2023. The seat of arbitration shall be New Delhi.

20.4 The Arbitrator shall be nominated/appointed from the panel of Arbitrators of Delhi International Arbitration Centre (DIAC).

20.5 During the pendency of Arbitration proceedings, both the Parties shall continue with the performance of their obligation without prejudice to the final outcome of such proceeding.

20.6 The arbitration proceedings shall be conducted in (English).

21. Breach of the Contract:

21.1 Any failure of either of BECIL or Lessee, to fulfil any of its obligations under the Agreement shall be considered to be a breach of or default under this Agreement except insofar as such inability arises from an event of Force Majeure, provided that either of the Parties 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**.**

21.2 Each party represents and warrants that entering into Agreement and fulfilling its obligation hereunder does not and will not result in a breach of any applicable law, regulation or contractual obligation.

22 Relationship of the Parties

22.1 Neither this Agreement, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or employment relationship other such relationship. Each party is an independent entity and shall act solely as such. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.

22.2 Neither party has the authority to bind or commit the other party in any manner or to incur any obligation on behalf of the other party, except as expressly provided in this Agreement.

22. Intellectual Property Rights:

22.1 All Intellectual Property Rights—including patents, trademarks, copyrights, trade secrets, hardware designs, circuit layouts, and firmware—embedded within the EV chargers provided by BECIL are, and shall remain, the sole and exclusive property of BECIL (or its technology partners). Nothing in this Agreement shall be construed as a transfer, assignment, or sale of any such IPR to the Selected Bidder.

22.2 Selected Bidder IPR: All Intellectual Property Rights relating to the software, mobile applications, cloud networks, Central Management Systems (CMS), algorithms, and operating platforms deployed by the Selected Bidder to manage the EV chargers shall remain the sole and exclusive property of the Selected Bidder/lessee**.**

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Contract Agreement as of the date first above mentioned.

This Agreement has been signed on behalf of the parties by their respective duly authorized representatives as of the Effective Date.

On Behalf of BECIL	On Behalf of [Bidder name]
Name:	Name:
Designation:	Designation:

E-mail:

Add:

Signature of Witness:

E-mail:

Add:

Signature of Witness:

SCHEDULE 1: DETAILED SCOPE OF WORK

a) The successful bidder shall take on hire/lease the EV chargers owned and held by BECIL on a fixed rental basis for the contract period.

b) The bidder shall pay fixed rental/lease charges to BECIL as per the agreed terms and schedule during the contract period.

c) The bidder shall be responsible for installation, commissioning, testing, operation, and maintenance of EV chargers at suitable locations, including all associated electrical and civil works required for operationalization of the charging stations.

d) The bidder shall operate and maintain the EV chargers and associated infrastructure in accordance with applicable technical standards, statutory regulations, safety norms, and guidelines issued by competent authorities from time to time.

e) Ownership of the EV chargers supplied by BECIL shall remain vested with BECIL at all times. The bidder shall only have the right to use the chargers during the lease/rental period under the terms and conditions of the agreement.

f) The bidder shall ensure proper functioning, preventive maintenance, breakdown maintenance, and prescribed uptime of the EV chargers during the entire contract period.

g) The bidder may utilize the EV charging equipment taken on rent/lease from BECIL for establishing and operating a commercially viable EV charging ecosystem, including integration with payment systems, software platforms, and customer support mechanisms.

h) The bidder shall independently operate the EV charging business and generate revenue from EV charging services provided to customers/users.

i) All operational expenses including electricity charges, manpower, connectivity, maintenance, statutory approvals, insurance, taxes, repairs, software integration, and any other incidental expenses shall be borne entirely by the bidder.

j) The bidder shall comply with all applicable laws, regulations, standards, and government policies related to EV charging infrastructure including safety of operators. The entire reasonability of ensuring compliance with the applicable guidelines will rest with the successful bidder.

k) Upon expiry or termination of the agreement, the bidder shall hand over the EV chargers to BECIL in good working condition.