

Navi Mumbai Municipal Transport

REQUEST FOR PROPOSAL (RFP)

Bids (E - Tenders) for Selection of Agency/ System Integrator for Setting up of Charging Stations in Navi Mumbai on PPP Basis under FAME-II India Scheme

| | |
|-------------------------------------|--|
| RFP Number | NMMT/TM/ENGG/ /2020-21 |
| Date of Issue of RFP/ Bid Documents | 18/02/2021 |
| Cost of RFP document | Rs 10,500/- (Non Refundable) |
| EMD | Rs 10,00,000/- (Refundable) |
| Contract Period | 20 Years |
| Pre-Bid Meeting | 02/03/2021 at 15:00 Hrs |
| Last Date & Time of Submission | 10/03/2021 upto 15:00 Hrs |
| Opening of bids (If possible) | 10/03/2021 upto 16:00 Hrs |
| Contact details | |
| E-mail | nmmt.engg@gmail.com |
| Phone | 022-27579032 |

For any queries regarding E-tendering system please refer <https://organizations.maharashtra.nextprocure.in>

Tender/RFP form Cost & Earnest money should be paid by way of online/offline payment deposited in following account receipt should be submitted in technical bid.

| | |
|----------------|---|
| Bank Name | IDBI BANK |
| Account Name | Navi Mumbai Municipal Transport Undertaking |
| Branch Name | CBD Belapur |
| Account Number | 0183104000282765 |
| IFSC Code | IBKL0000183 |

Non receipt of Tender form/RFP document cost & EMD will lead to reject/disqualify concern bidder for further process.

Transport Manager
Navi Mumbai Municipal Transport

Tender available on: <https://organizations.maharashtra.nextprocure.in>

Disclaimer

This Request for Proposal (RFP) Document (or “E-Tender” or “E-Bid”) for “RFP for Selection of Agency/ System Integrator for Setting Up of Charging Stations in Navi Mumbai on PPP Basis under FAME-II India Scheme” contains brief information about the scope of work and selection process for the “Bidder” (used interchangeably with word “Agency” in the RFP document). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid/s.

Navi Mumbai Municipal Transport (NMMT) or any of its employees or advisors/Consultants shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

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

NMMT reserves the right to accept or reject any or all Bids without giving any reasons thereof. NMMT will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid/s to be submitted in terms of this RFP Document.

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1. Introduction

a. Background

The Centrally Sponsored Scheme Faster Adoption & Manufacturing of Hybrid & Electric Vehicles in India (FAME-II) was launched in April 2019. The objective of FAME-II Scheme is

- Encourage Faster Adoption of Electric and hybrid vehicle by way of offering upfront Incentive on purchase of Electric vehicles.
- Establish a necessary charging Infrastructure for electric vehicles.

Department of Heavy Industries (DHI), under FAME- 2 scheme, has approved 30 charging stations for Navi Mumbai City with demand incentive. These stations will be set up on Public Private Partnership (PPP) basis. Post approval from DHI on 30 EV Charging sites, NMMT is now inviting bid, through this RFP, from various Charge Point Operators in this domain.

2. Project Details

NMMT is looking to select an agency for Installation, Operation and Maintenance of EV Charging station in Navi Mumbai on 30 sites for an initial period of 20 years. NMMT, through DHI will also be providing a subsidy of upto 70% only on the Electric Vehicle Supply Equipments (EVSE) considering a capping price of charging equipments as given in Appendix VII and methodology of calculation provided in this RFP document.

a. Sites for the charging station

30 sites identified for putting up EV charging infrastructure can be divided into following categories:

| S.No. | Type of Location | Number of EV Charging Sites |
|--|------------------|-----------------------------|
| 1 | Bus Terminus | 6 |
| 2 | Open Plots | 8 |
| 3 | Parking Area | 11 |
| 4 | Recreation Area | 5 |
| Total Sites in all 5 Categories | | 30 |

The list of these 30 sites have been provided in the Appendix -VIII of this RFP.

b. Configuration of the charging station at each site

| S.No. | Type of EVCS | Quantity (Number of Chargers per site) | Number of Parking Bays |
|-------|---|---|------------------------|
| 1 | AC001 Charger | 3 | 9 |
| 2 | DC001 Charger | 1 | 1 |
| 3 | 122 KW Charger with CCS 2, CHAdeMO & AC Type 2 guns | 2 | 6 |

| | | |
|---------------------------------------|---|----|
| Total Number of Chargers at Each Site | 6 | 16 |
|---------------------------------------|---|----|

At each site, NMMT will allocate 16 parking bays for installing of the above-mentioned chargers and utilisation of space for EV charging. Each parking bay will have an area of 9.5 sq.mtr. (1 x 1.5 sq.mtr- Charger area + 8 sq.mtr. - One Car/4 wheeler space). Therefore, this RFP provides an opportunity to bidder for putting-up and operation of total of 180 chargers - 90 number of AC001 chargers, 60 number of 122 KW chargers and 30 number of DC001 chargers taking into account all 30 sites. Along with the space for EV charging, bidder will also be provided the space for setting up a kiosk in a porta cabin of size 20 feet X 8 feet. Kiosk can be used by agency for a commercial business activity permitted by NMMT etc. Porta cabin shall be arranged by the agency.

3. Bid Submission

The last date and time of submission for the online Bids (“the “Bid Due Date”) is as follows:

- a) Last date of Submission: 10/03/2021
- b) Time of Submission: Upto 15:00 Hrs.

Bids should be submitted on or before Bid Due Date on the website <https://organizations.maharashtra.nextprocure.in>.

The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf in writing either by email or by facsimile or by registered post or uploaded on Authority website <https://organizations.maharashtra.nextprocure.in> as Addenda.

4. Bid validity Period

- a. Bids shall remain valid for a period of not less than 180 days (one hundred eighty days) from the Bid Due Date (the “Bid Validity Period”). The Bid of the Bidder shall be considered non responsive if such Bid is valid for a period less the Bid Validity Period.

In exceptional circumstances, prior to expiry of the original Bid Validity Period, NMMT may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension.

5. Communication

All communications including the submission of Proposal should be addressed to:

Address:

Transport Manager,
Navi Mumbai Municipal Transport (NMMT)
Belapur Bhavan, 8th Floor,
Sector 11, Belapur CBD,
Navi Mumbai – 400 614.
Email: nmmt.engg@gmail.com

Schedule of selection activities

| S.NO | Event Description | Date & Time |
|------|---|--|
| 1 | Opening of Technical Proposal | 10/03/2021 at 16:00 Hrs (If possible) |
| 2 | Opening of Financial Proposal of the Technically Qualified Bidder | will be intimated later |
| 3 | Period of Issuance of Letter of Award (LOA) | within 180 days from date of opening of bids |
| 4 | Signing of Contract / Agreement | Within 30 days from issuing of LOA |

6. Scope of Work for the Agency

The Agency shall arrange for the complete investment required post deducting subsidy on capex for charging equipments. The details of the charging equipments to be installed are given in the charger’s configuration section 2(b) of this RFP document.

- a. Agency shall procure, install and commission the chargers with benefit of the subsidy on the EV chargers from DHI.
- b. The agency will invest towards development of upstream electrical infrastructure for the Charging station such as transformer, RMU, cabling, load enhancement, new electrical connection from DISCOM, recurring expenses such as data charges, maintenance, manpower for operation (if required) etc.
- c. Installation of canopy, barricading, and any other such construction required to make the EV Charging Station function satisfactorily will also be under the scope of the agency. Agency must also install toilets at all locations. Agencies are also free to generate revenue from other sources such as advertising, cafeteria etc., from the space allocated to the agency. However, the agency should submit a plan for these additional sources to NMMT. Also, revenue from other sources (other than EV charging service) should also be shared with NMMT as per the Revenue sharing percentage to be submitted by the agency under the bid submission. For monitoring and audit of revenue from other sources, agency must provide all supporting agreements/ documents to NMMC/NMMT.

- d. The agency shall arrange deployment of qualified and suitable manpower and required necessary tools, logistics, spares & consumables during installation, commissioning and O&M of EV charging stations.
- e. Complete responsibility of total Operation & Maintenance of EV Charging Stations or any part thereof including all the infrastructure developed as a part of the Contract for 20 years from the date of signing of the Contract, including deployment of necessary staff after the commissioning till the end of contract period shall be the responsibility of the agency.
- f. All approvals, equipment, item and works which are not specifically mentioned in this document but are required for successful O&M of EV Charging Stations or any part thereof in every respect and for safe and efficient operation and guaranteed performance are included in the scope of the agency.
- g. The agency shall maintain accurate and up-to-date operating logs, records and monthly reports regarding the O&M of EV Charging Stations.
- h. The agency shall perform or contract for and oversee the performance of periodic overhauls or maintenance required for the facility in accordance with the recommendations of the supplier of EV Charging Equipment.
- i. The agency shall procure spares parts, overhaul parts, tools, equipment, consumables, etc. required to operate and maintain the project in accordance with the prudent EV charging station practices and having regarded to warranty recommendations during entire O&M period.
- j. On mutually agreed terms and conditions, this contract can be further extended after the contract period i.e. 20 years. In case of not extending the contract beyond 20 years, the agency should peacefully hand over all the infrastructure without any claim to NMMT.

The agency shall, if advised by NMMT, clear all the debris / scrap / equipment in line with Govt. of India's guidelines and rules for waste management and disposal of waste, at the end of the 20 years of O&M period at no extra cost to NMMT.

- k. The agency shall maintain and keep all administrative offices, roads, tool room, equipment, clean, green and in workable conditions. The cost of electricity including surcharge, duty, demand charges, contingency for power purchase adjustment charges, etc. and all operating and maintenance expenses related to Charging Points shall be borne by the agency. The charging station shall be operated through the cloud-based solution technology owned by the Agency. Agency shall also ensure that there is seamless integration between software system of the Agency and software system developed and owned by M/s NMMT. NMMT shall receive real time notifications, on demand reports on all charging stations. Also, till the time, systems of NMMT and system of Agency are seamlessly integrated with each other, Agency shall provide Admin portal to NMMT for all real time notifications and all reports. The Agency shall collect the charging revenue from the end customers and share a percentage of that revenue with NMMT. Agency should ensure that software app should also have proper booking facility of charging slots for customers along with all other features required to operate and manage a charging station.
- l. Bidders at present are required to quote the "service charge" that they want to charge over and above the MSEDCL EV charging electricity tariff. Format for same is provided in appendix -V. This rate will be

- applicable for the bidding agency till the time State Nodal Agency /State Government/Appropriate Commission shall fix the ceiling for Service Charge that can be charged from the EV customers by the Agency. Bidders quoting the lower “service charge” will be given a preference considering the criteria and weightage mentioned in the clause 14(b) – key selection criteria.
- m. The agency shall procure and obtain all applicable statutory approvals/ permissions in timely manner from the respective authorities for the installation and operation of Charging station.
 - n. The agency shall position their permanent or temporary resources at the respective locations for operation and maintenance of EV Charging stations.
 - o. Safety is of paramount importance and the agency shall take all safety precautions in connection with the setting up and operation of the Charging Stations to ensure safety of the user. Relevant safety standards Guidelines should be adhered to as issued from time to time.
 - p. The agency shall be responsible for any direct liability that arises out of usage of EV charging stations.
 - q. The ownership of the charging station shall be transferred to the agency for a period of Twenty(20) years from the date of signing the contract under this RFP.
 - r. NMMT shall not directly or indirectly cause, create, incur, assume or suffer to exist any lien on or with respect to the System or any interest therein. The Project and the System shall remain the property of the agency during the contract period and shall not attach to or be deemed a part of, or fixture to the NMMT.
 - s. All locations considered for EV Charging Stations will be binding and will be allocated to a single bidder. Also, the numbers of chargers allocated to NMMT by DHI is binding and Agency has to install those number of chargers at the respective locations. In case, Agency wants to install more number of chargers, post award of the contract by NMMT, at the allocated locations, it may be done only with the approval from NMMT. However, no subsidy on additional chargers will be provided to Agency and commercials for additional chargers will be decided with mutual consent between Agency and NMMT.
 - t. NMMT shall provide guidelines for branding on EV chargers. The branding shall be done considering proper representation of NMMT and Government funded project. The branding of the installed EV Chargers and related infrastructure is important so as to create positive long-term association, market penetration, to create synergies based on unique strengths of each parties/brand, and also to boost the reputation of the parties in this project.
 - u. The Agency shall upgrade the type of chargers and related accessories including hardware, software, spares (if required) etc., in case of any technological advancements and business need during the validity period of the contract.
 - v. The bidder is required to submit the business plan for the period of 20 years. The business plan shall consist of total Capital and Operational Investment calculations for all the charging stations, service fee to be charged from end customers, Revenue projections for the entire contract period from both EV charging and kiosk.

- w. Charging station Annual Maintenance for the complete contract period is under the scope of the Agency.
- x. The agency shall pay all the statutory levies and taxes imposed by the Government or any other authorities (currently or in future) on the operation of EV charging stations.

Please Note:

Entering into a contract with the successful tenderer/ bidder/ agency shall not create an employer-employee relation between the NMMT and the Agency or persons engaged by them in any manner, neither the Agency nor the persons engaged by the successful Agency are treated as employees of NMMT and therefore, not entitled for the benefits available for NMMT employees.

Contract or Agreement under this RFP does not transfer any land rights / ownership to Agency. Hence, NMMT will hold the ownership of land during the contract period as well.

7. Scope of Work for NMMT

- a. NMMT will authorize and provide lease of locations for operation of the charging station and kiosk to the agency for a period of 20 years from the date of signing the contract under this RFP, which can be further extended at the end of 20 years.
- b. NMMT shall assist the agency in getting new electricity connection/ enhancement of demand, load requirement at specific location for installation EV charging station.

8. Investment Required on EVSE by Agency

- a. The agency shall pay capital expenditure required on chargers post taking subsidy into account plus GST on 100% of invoice amount at the start of the project but within 20 days of the written communication from NMMT regarding the total payable amount for EVSE (including GST).
- b. Subsidy to be given by DHI will be calculated on the basis of Price of Chargers that will be quoted by the Agency in format attached in Appendix -VIII. Agency has to quote a discount in terms of a percentage on the charger's price list – "Maximum EVSE price per unit that can be considered for Subsidy", which also provided in Appendix VIII.
- c. Upstream Electrical infrastructure, Canopy, separate power connection, Transformer and meter cost of electricity including surcharge, duty, demand charges, canopy and barricading contingency for power purchase adjustment charges, etc. and all operating and maintenance expenses related to Charging stations shall be borne by the agency. Bidder needs to provide the detailed investment for each charging station in their business plan as part of response to this RFP.
- d. Agency shall do whatever is required to make EV charging station function satisfactorily including investment related to facilities such as building toilets at all locations and deploying of porta-cabin for kiosks.

9. Revenue Sharing Mechanism

- a. The payment shall be collected digitally through the software app and amount shall be transferred directly to an ESCROW account. The agency shall open an ESCROW account and ensure timely transfer of receivables from ESCROW account to NMMT's account on a monthly basis (30 days) or as required by NMMT. An ESCROW agreement will be signed between agency and NMMT at the time of opening the account. Any delay in payment shall also attract an interest on the delayed amount, which is to be paid by the agency. Interest levied is to be calculated on the basis of SBI PLR Rate in the concerned month.
- b. Revenue to be considered for the calculation of revenue sharing amount will be the total revenue from both EV charging and revenue from other business activities at the kiosk and from advertising etc. Therefore, all business activities at the land leased from NMMT shall be considered to arrive at total revenue to be considered for revenue sharing.
- c. The agency shall pay all the statutory levies and taxes imposed (like GST, Excise, ESI, PF, TCS, TDS etc.) by the Government/Bank or any other authorities (currently or in future) on the operation and maintenance of ESCROW account. Further, agency shall also pay increase in the taxes and/or any levies on ESCROW account.
- d. All the charging stations will be made ONLINE with the help of the cloud technology and be monitored continuously by Agency. The agency must ensure that at least 90% of all chargers (30 sites) are always maintained in working condition. The uptime includes the working condition of the charger, which shall be monitored online with the NMMT central server/ mobile application.
- e. In case if any charger goes OFFLINE, the payment via charging from that charger shall be transparently declared and transferred to NMMT by the agency.
- f. The agency shall maintain adequate logs and records of the following and share with NMMT on a monthly basis, during the contract period:
 - Number of vehicles charged per day
 - Average time to charge a vehicle (for each charger type)
 - Run-time (for each charger type)
 - Units consumption for charging (for each charger type)

Please Note: NMMT does not guarantee for the adequate number of electric vehicles. The Agency shall not have claim for any compensation in case of reduction in the number of users due to any reason.

10. Timelines for Project Execution:

Project execution timelines to be evaluated separately for the following:

1) Setting up of EV charging station:

Timelines to install and make all EV chargers fully functional will be one year from date of agreement of the contract.

2) Setting up of Kiosk

Locations from NMMT are primarily being provided with the intent for EV charging, and space for setting up of kiosk is being allocated to agency to recover any viability gap from the business of EV charging at this point of time. Therefore, NMMT has decided to allow a longer time period to agency for setting up of kiosk as compared to setting up of functional EV chargers. Time period for setting up of kiosk is 1 year from the date of signing of the contract with the Agency.

NMMT shall also assist agency in getting all clearance with respect to the setting up of EV charging station and Kiosk. However, it will be the responsibility of Agency to get these clearances and execute the project as per the timelines mentioned above. In case of not completing the project within timelines, NMMT may penalise the agency or can forfeit the Bank Guarantee as per the clause 11.

11. Contract Performance Guarantee

a. Performance Bank Guarantee:

The Agency will be required to furnish Bank Guarantee from nationalized / scheduled bank by way of performance guarantee within thirty (30) days for due fulfilment of the contract after award of work and shall submit after award of work and before signing of the contract/ agreement, for a sum equal total subsidy amount to be avail from to DHI, Govt of India for chargers till completion of charging infrastructure setup. And after that Rs 2.00 Cr performance guarantee shall remain valid up to 20 years from the date of signing of the contract. The format for bank guarantee is attached at Appendix-IV.

b. Forfeiture of performance Guarantee:

NMMT reserves the right to forfeit and encash the performance guarantee amount, in case the Agency fails to do following:

- a. complete the project within the timelines

OR

- b. maintains minimum uptime on the project as per the clause 9(d)

A 30 days-notice shall be provided by NMMT for correction on the cause leading to the forfeiture of performance bank guarantee.

12. Care of Facilities

- a. The Agency shall be responsible for the care and custody of the EV Charging Station(EVCS) or any part thereof until the date of Completion of the Contract pursuant, and shall make good at its own cost any loss or damage that may occur to the EVCS or any part thereof from any cause whatsoever during such period.
- b. The Agency shall also be responsible for any loss or damage to the EVCS or any part thereof caused by the Agency or its sub-implementing partners during any work carried out.

Notwithstanding the above-mentioned reasons, the Agency shall not be liable for any loss or damage to the EVCS or any part thereof caused by any other reason of any of the matters.

13. Insurance

- a. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that NMMT shall not incur any financial loss, as long as the EV charging station continues to remain under the custody of the agency.
- b. Insurance of chargers other key assets at the charging station shall entirely be the responsibility of Agency during the contact period.
- c. Adequate and seamless insurance coverage of O&M period to cater all risks related to O&M of EV Charging Station to indemnify the NMMT (Landowner). Insurance certificate of warehouse and / storage facility for the EV Charging Equipment supplied by the supplier shall also be submitted to NMMT before delivery of chargers to the facility.
- d. In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the agency shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the agency.
- e. The agency should arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The agency shall also undertake a Third -Party Insurance. NMMT will not be responsible for any such loss or mishap.
- f. All other insurance like In – transit insurance (Marine/ Cargo/ others as applicable), agency All Risk, Erection All Risk, workmen compensation , third party liability, insurance against theft and acts of GOD and others as required for the Construction and O&M of the EV Charging Station and to indemnify the NMMT/Landowner/ Supplier of equipment/ material and resources shall be borne by the agency. Fire insurance is to be arranged by the agency for the complete contract period, which is 20 years.
- g. NMMT shall be named as co – insured under all insurance policies taken out by the agency, except for the workmen compensation, third party liability and NMMT's liability insurances. All insurers' rights of subrogation against such co – insured for losses or claims arising out of the performance of the contract shall be waived under such policies.
- h. The insurances are to be suitably taken for the activity/ act which is required to cover all the risks associated to the activity / act. The agency shall be responsible to take suitable insurance till the completion of the O&M contract and indemnify the NMMT from all associated risks whatsoever.

14. Evaluation Criteria for Selection of Agency

a. Pre-Qualification Criteria (PQC)- Technical Proposal

Bidder shall meet complete PQC as specified below. Offers of bidders not meeting below criteria shall be rejected and will not be evaluated further on key selection criteria.

1. The bidding firm or consortium members should be a registered company under company act 1956/2013 OR LLP/Partnership/ proprietorship firm in India and should be in existence for at least 3 years as on tender published date.
2. The bidding firm or consortium members should have an overall experience of Installing EV Charging Station projects of minimum of 30 EV Chargers. Work orders to showcase the minimum experience with respect to Installation shall be shared by bidder (Format for same is provided in Appendix -VI).
3. The bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies as on the due date for submission of bid.
4. Annual Turnover: Average Annual financial turnover, as per audited balance sheet and Profit & Loss account, during the last three financial years shall be at least INR 5 (five) Crores, considering single or consortium bidders.
5. Net Worth: Bidder should have minimum net worth of INR 1 (one) crore considering single or consortium bidders.
6. Bidding firm or consortium members should be a PWD certified and should have operations in Maharashtra. PWD certificate along with work orders related to EV charging installation & operation work for Maharashtra shall be shared by bidder along with the response to the RFP.
7. Agency should own a proprietary software system or show documents proving that they have started building a software system, which will be operational in 6 months from the time of release of this RFP.

8. Earnest Money Deposit

- a. The bidder shall furnish as part of its Bid, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his bid as per the given format. An **Earnest Money Deposit of Rs 10,00,000/- (INR Ten Lakhs only)** shall be paid.
- b. Bank Guarantee/ Demand Draft will not be accepted for bid submission process. The bidder should deposit in NMMT bank account given in RFP document.
- c. Any bid not accompanied with valid Earnest Money Deposit in the acceptable amount and form will be summarily rejected by the NMMT as being non-responsive and bids of such Bidder shall not be evaluated further.

- d. The NMMT shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free. The EMD shall be finished in Indian Rupees only.
- e. The Bid Security of unsuccessful Bidders will be returned by the NMMT, without any Interest, as promptly as possible on acceptance of the Bid of the Preferred Bidder or when the NMMT cancels the Bidding Process.
- f. The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof.
- g. The NMMT shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause (h) herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the NMMT will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- h. The EMD/Bid Security shall be forfeited and appropriated by the NMMT as damages without prejudice to any other right or remedy that may be available to the NMMT hereunder or otherwise, under the following conditions:
 - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
 - ii. If a Bidder withdraws its Bid during the period of Bid validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the NMMT;
 - iii. In the case of Successful Bidder, if it fails within the specified time limit –
 1. to sign and return the duplicate copy of LOA
 2. to sign the Agreement within the time period specified by the NMMT
 3. to furnish the Performance Bank Guarantee (PBG) within the period prescribed under the RFP; or
 4. In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the PBG.
 5. Successful bidder fails to pay the capital investment for the equipments (calculated after taking subsidy into account)

Bidders may also bid under following categories:

A. Parties who are affiliates of one another can decide which Affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However up to 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to a consortium shall apply to them.

“Affiliate” of a Party shall mean any company or legal entity which:

- i. controls either directly or indirectly a Party, or
- ii. which is controlled directly or indirectly by a Party; or
- iii. is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a Party. "Control" means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.

In case the bidder(s) is/are a consortium (including an unincorporated JV), then the following conditions shall apply:

- i. Each member in a consortium may only be a legal entity and not an individual person;
- ii. Maximum 3 members are allowed in consortium
- iii. The Bid shall specifically identify and describe each member of the consortium;
- iv. the consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
- v. One participant member of the consortium shall be identified as the "Prime member" and contracting entity for the consortium;
- vi. This prime member shall be solely responsible for all aspects of the Bid/Proposal including the execution of all tasks and performance of all consortium obligations;
- vii. The prime member shall fulfil each eligibility criteria;
- viii. A commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the member's commitment to perform all relevant tasks and obligations in support of the Prime/lead member of the Consortium and a commitment not to withdraw from the consortium;
- ix. No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of the Owner.
- x. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
- xi. No consortium member shall hold less than 25% stake in a consortium;
- xii. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
- xiii. Any person or entity can bid either singly or as a member of only one consortium.
- xiv. None of the members forming the consortium should be a foreign company or an Indian arm of a foreign company.

Please Note:

- *If the value of Purchase order or contract submitted by the bidder are in foreign currency then the same will be evaluated basis the currency conversion rate (RBI reference rates) prevailing on the date of Purchase order/contract document.*
- *The notarized copies of audited balance sheet and profit & loss account certified by chartered accountant showing the Annual Turnover to be submitted along with the un-priced bid as a proof.*
- *Average turnover shall be determined by summing up the annual turnover of each financial year and dividing the sum by three. In the event a bidder does not have any turnover in any one or two of the years*

of the stated Financial years, the turnover for that/those years shall be taken as zero and the average turnover shall be calculated to determine the conformity to the turnover criteria.

- *For Annual Turnover, PQC will be relaxed by 20% for Micro and Small Enterprises. The condition of prior turnover and prior experience is relaxed for Registered Start-ups (whether MSE or otherwise) subject to meeting of other pre – qualifications criteria.*
- *For availing the relaxation, bidder is required to submit requisite certificate towards Start-up enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notary public with legible stamp.*
- *All the documents that are submitted in support of Bid Qualification Criteria, shall be in English and notarized. Those documents which are not in English shall be translated and certified by competent authority.*

Bidder’s offer not meeting the above mentioned PQC shall be rejected and shall not be evaluated for Key Selection Criteria.

b. Key Selection Criteria – Financial Proposal

Only bidders satisfying the above-mentioned pre -qualification criteria (PQC) will be further evaluated on the key selection criteria. Financial proposal will be evaluated as per the Criteria and weightage mentioned below. Bidder with the overall highest score will be selected as an Agency for the scope of work defined under this RFP.

The bidder shall quote following separately:

- a) **Criteria A (Revenue Sharing):** Percentage of gross revenue (from all business activities at the land from NMMT) from EV charging to be shared with NMMT for all 30 charging locations. It is also to be noted that minimum mandatory revenue share is 5% for this RFP (Format for quotation in Appendix III). Weightage for this criteria will be 80%.
- b) **Criteria B (Agency Service Charge):** This amount is to quoted by the Bidder in format provided in Appendix V. Agency quoting the lower margins will be given preference and weightage for this parameter is 10%.
- c) **Criteria C(Discount % on EV Charger Price List):** Discount % on EV charger shall be quoted by the bidder in the format provided in Appendix VII. Agency quoting a higher discount percentage on charger rate will be given preference and the weightage for this will be 10%.

| Key Selection Criteria | Criteria for Selection of Agency | Criteria Weightage |
|------------------------|--|--------------------|
| Criteria A | Revenue Share with NMMT by Agency | 65% |
| Criteria B | EV Service Charge | 35% |
| Criteria C | Discount percentage on the EV charger Price list | 10% |

Formula to Calculate the Overall Score for Bidders*

{Revenue Sharing Percentage (%) X 80%} + {(1/EV Service Charge) X 10%} +{Discount percentage on EV charger Price List X (10%)}

*In the case of overall score for two or more bidders are equal then, NMMT may decide on technical competence of the bidders and decision in same will be binding.

The financial proposal (derived on basis of Key Selection Criteria) is to be submitted in a separate sealed envelope titled “Financial offer from Agency for Supply, Installation, Operation and Maintenance of EV Charging station setup by NMMT under FAME-2”

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Appendices

Appendix I: Covering letter from the Agency

(To be submitted on Agency's Letter Head)

Reference:

Date:

Transport Manager,
Navi Mumbai Municipal Transport (NMMT)
Belapur Bhavan, 8th Floor,
Sector 11, Belapur CBD,
Navi Mumbai – 400 614

Subject: Invitation of financial proposal from Agency for Supply, Installation, Operation and maintenance of EV Charging station setup by NMMT under FAME-2.

Dear Sir,

This is to notify you that our company intends to submit a financial proposal in response to the RFP For Selection of Agency/ System Integrator for Setting Up of Charging Stations in Navi Mumbai on PPP Basis under FAME-II India Scheme.

Primary and Secondary contacts for our company are:

| | Primary contact | Secondary contact |
|---------------|-----------------|-------------------|
| Name: | | |
| Title: | | |
| Company Name: | | |
| Address: | | |
| Phone: | | |
| Mobile: | | |
| Fax: | | |
| E-mail: | | |

We confirm that the information contained in this proposal or any part thereof, including appendix, exhibits, and other documents and instruments delivered, or to be delivered to NMMT is true, accurate, verifiable and complete.

This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its allocation process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the allocation process or unduly favours our company in the allocation process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, We further undertake that our Company is never black-listed by any Central or State Government agency of India.

We agree to abide by the terms and conditions set forth in this proposal

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm /organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Signature)
(Name)
(Designation)

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

Sincerely,

(Name of the Agency)

Name
Title
Signature
Date

(Name and Address of Company)
Seal/Stamp of the Agency

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Appendix II: Certificate As To Authorised Signatories

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, _____, certify that I am _____ of _____, and that _____ Who signed the above proposal is authorized as per Board resolution dated- _____ (Copy enclosed) to participate in the bidding.

Signature
Name
Designation
Date
Seal

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Appendix III: Revenue Sharing Declaration.

FORMAT FOR FINANCIAL PROPOSAL

(To be submitted on Agency's Letter Head)

Reference: _____

Date: __

Transport Manager,
Navi Mumbai Municipal Transport (NMMT)
Belapur Bhavan, 8th Floor,
Sector 11, Belapur CBD,
Navi Mumbai – 400 614

Subject: Invitation of financial proposal from agency for Supply, Installation, Operation and maintenance of EV Charging station setup by NMMT under FAME-2.

Dear Sir,

This is to notify you that our company intends to submit a financial proposal in response to the RFP for Installation, Operation and maintenance of EV Charging station setup by NMMT under FAME-2.

As per the scope of work for the Agency, we agree to share a percentage of gross revenue collected from the EV charging business and other business activities at all 30 locations with NMMT as per the information provided in the table below:

| Revenue Sharing Details* (% of Gross Revenue from charging business and other business, GST extra as applicable) | |
|--|--|
| Revenue to be shared with NMMT (%) | |

Note: The minimum percentage of revenue to be shared with NMMT is 5% of the gross revenue collected from EV charging. Please also note that Financial bid shall be sealed in separate envelope.

***All business activities (including business activities at kiosk, revenue from advertising etc.) at the land leased from NMMT shall be considered to arrive at total revenue to be considered for revenue sharing.**

We fully understand that we are liable to be terminated off the contract during the project, if found unable to share the revenue as per the details provided.

Sincerely,

(Name of the Agency)

Name

Title

Signature

Date

(Name and Address of Company) Seal/Stamp of the Agency

Appendix IV: Format of Performance Bank Guarantee

Bank Guarantee No.

Date:

To,

Transport Manager,
Navi Mumbai Municipal Transport (NMMT)
Belapur Bhavan, 8th Floor,
Sector 11, Belapur CBD,
Navi Mumbai – 400 614

Dear Sir,

In accordance with Invitation for Bids under your Bid Document No.) .M/s.....(Bidder Name)having its registered office at.....' (hereinafter called the bidder) wishes to participate in the said Bid for..... (work name).

As an irrevocable bank guarantee against Bid Security for an amount of Rs(Rs.....) valid up to, required to be submitted by the Bidder as a condition precedent for participation in the said Bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the(Bank Name & address) guarantee and undertake to pay immediately on demand by Navi Mumbai Municipal Transport the amount of Rs.....without any reservation, protest, demand and recourse. Any such demand made by the 'NMMT' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to (date of expiry of Guarantee). If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s.....(Bidder Name) on whose behalf this guarantee is issued.

This guarantee will remain in force up to and including(date of expiry of Guarantee), and any demand in respect thereof must reach the Bank not later than the above date.

Notwithstanding anything contained herein above:

- i. Our liability under this guarantee shall not exceed Rs /-only)
- ii. This bank guarantee shall be valid up to (date of expiry of Guarantee)
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee onlyandonlyifwereceivefromyouawrittenclaimordemandonorbefore.....(date of expiry of Guarantee).

The said letter of guarantee has been transmitted through SFMS gateway to your bank. It is advised that in your own interest, you may verify the genuineness of above letter of guarantee from your bank / branch.

Dated the.....(day)of (month)...(year)

Signature

Name

Designation

(Bank Stamp)

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Appendix V: Agency's Billing Rate to EV Customers

| EV Charging Rate Components | Amount (INR/Unit) |
|--|--------------------------|
| MSEDCL EV CHARGING ELECTRICITY RATE (INR/Unit)* | |
| AGENCY SERVICE CHARGE (INR/ Unit)** | |
| TOTAL BILLING RATE TO EV CUSTOMER (INR/ Unit)** | |

* Will be as per the present tariff norms and can be revised by MSEDCL during the 20 years of contract period.

**Total billing rate for the agency will be fixed as per the rate quoted above by the agency at the time of bid response. This rate will be applicable for the bidding agency till the time State Nodal Agency /State Government/Appropriate Commission shall fix the ceiling for "Service Charge" that can be charged from the EV customers by the Agency.

Appendix VI: Format for Work Orders

| S. No | Work Order Description for Installation of EV charger by Bidder (Information shall include the complete address of Installation along with category of Charger – Residential /Captive/ Public EV charger) | Installed Charger rating(kW Capacity and Standard) | Month and Year of Commissioning |
|-------|---|--|---------------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| | | | |

* Projects mentioned above must be installed through or by the Bidder to be considered as work experience for evaluation under the scope of this RFP.

Bidders shall also share the supporting documents for above mentioned work-orders (in the table) for bidder to be considered for evaluation on PQC.

Appendix- VII: EVSE Price Capping considered for the Calculation of Subsidy

| S.No. | Type of EVSE | “Maximum EVSE Price per Unit” (INR) that can be considered for Subsidy | Discount on “Maximum EVSE price per Unit” in percentage (%) to be quoted by Agency* | Price at which EVSE to be procured by the Agency (INR) |
|-------|---|--|---|--|
| 1 | AC001 | 37,000 | | |
| 2 | DC001 | 1,80,000 | | |
| 3 | CCS II + CHAdeMO + Type 2 AC (min 122 KW) | 12,84,000 | | |

*Discount rates provided above by the bidders above will be used in selection of the Agency on the basis of key selection criteria given in clause 14(b)

It is to be noted that all procurement of EV chargers shall be done by the Agency and only subsidy has to be provided from DHI through NMMT. The subsidy amount shall be calculated on the basis of charger price arrived by taking into account the discount mentioned above in the table by the bidders.

Appendix- VII: Locations for Setting up of EV Charging Station in Navi Mumbai

| No. | Location | Type |
|-----|--|-----------------|
| 1 | Nerul Sector 03, Plot No.16 Bus Terminus | Bus Terminus |
| 2 | Nerul Sector 12, Plot No.01 Bus Terminus | Bus Terminus |
| 3 | CBD Belapur Sector 08, Plot No.1 Bus Terminus | Bus Terminus |
| 4 | Kalamboli KWC, Plot No.857 Bus Terminus | Bus Terminus |
| 5 | Mahape MIDC Bus Terminus | Bus Terminus |
| 6 | Rabale Sector 06, Plot No.30 Bus Depot | Bus Terminus |
| 7 | Belapur Sector 20, Plot No.72 | Open Plots |
| 8 | Nerul Sector 11, Plot No.2 | Open Plots |
| 9 | Nerul Sector 38, Plot No.11 | Open Plots |
| 10 | Vashi Sector 6, Plot No.2 B | Open Plots |
| 11 | Vashi Sector 5, Plot No.1 A | Open Plots |
| 12 | Sanpada Sector 25, Plot No.26 | Open Plots |
| 13 | Koperkhairane Sector 1, Plot No.84 | Open Plots |
| 14 | Koperkhairane Sector 4, Plot No.26 | Open Plots |
| 20 | Vashi Sector 30A, Plot No.36A Parking Area | Parking Area |
| 16 | Belapur Sector 20, Plot No.39 Parking Area | Parking Area |
| 17 | Belapur Sector 21/22, Plot No.12B Parking Area | Parking Area |
| 18 | Nerul Sector 22, Plot No.12D Parking Area | Parking Area |
| 19 | Nerul Sector 29, Plot No.10 Parking Area | Parking Area |
| 20 | Vashi Sector 1A, Plot No.3A Parking Area | Parking Area |
| 21 | Vashi Sector 8, Plot No.207 Parking Area | Parking Area |
| 22 | Sanpada/ Turbhe Sector 2, Plot No.13 Parking Area | Parking Area |
| 23 | Airoli Sector 16, Plot No.3A/1 Parking Area | Parking Area |
| 24 | Nerul Sector 38, Plot No. 31, Public Parking | Parking Area |
| 25 | Airoli Sector 17, Plot No.12A, Public Parking | Parking Area |
| 26 | Nerul Sector 19A, Plot No.50 Children Park | Recreation Area |
| 27 | Nerul Sector 26, Plot No.4 Holding Pond | Recreation Area |
| 28 | Ghansoli Sector 3, Plot No.1 Central Park | Recreation Area |
| 29 | Airoli Sector 19, Plot No.10 Open Space(Garden) | Recreation Area |
| 30 | Koperkhairane Sector 14, Plot No.120B, Recreation Ground | Recreation Area |