

Notice Inviting RFE

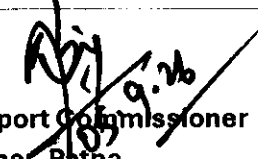
NIT No.: 7422

Dated: 05/09/26

To provide an accessible electric vehicle charging infrastructure for the benefit and promotion of e-mobility, the Transport Department, Government of Bihar (hereafter referred to as "Transport Department") intends to develop an extensive network of EV charging stations across Bihar. Transport Department invites bidders to submit their proposal for **"Empanelment of Agencies for supply, installation, testing, commissioning, operation and maintenance of electric vehicle charging stations in Bihar on Build, Own, Operate and Maintain (BOOM) model."** in accordance with conditions of the Request for Empanelment (RFE) published on e-tender portal of Government of Bihar (<https://eproc2.bihar.gov.in/>).

The tender document will be available on e-Tendering website (<https://eproc2.bihar.gov.in>). The bidders are requested to submit the requisite Tender Fee, Tender Processing Fee and EMD along with the proposal through online (<https://eproc2.bihar.gov.in>) on or before the last date of bid submission. The tender fee and tender processing fee shall be non-refundable. Important dates of this RFE are mentioned below:

Important Dates		
1	Date of uploading RFE Documents (online) (Date of Publication)	05.09.2026
2	RFE download Start Date (online)	05.09.2026
3	Last Date and Time of sending the Pre-bid queries/clarifications (only through e-mail)	14.09.2026 at 06:00 PM
4	Date of Pre-bid Meeting (offline)	17.09.2026 at 03:00 PM
5	Last Date & Time of submission of proposals	28.09.2026 at 04:00 PM
6	Date & Time of opening proposal(s) (online)	28.09.2026 at 05:00 PM


State Transport Commissioner
Bihar, Patna.



Request for Empanelment (RFE)
For
Empanelment of Agencies for Supply, Installation, Testing,
Commissioning, Operation and
Maintenance of Electric Vehicle Charging Stations in Bihar on
Build, Own, Operate and Maintain
(BOOM) Model

RFE Notice No. **7422**

Date: **05/09/2026**

Issued By:

Transport Commissioner Office,
2nd Floor, Visveswaraya Bhawan,
J L N Marg Patna - 800001
Tel: 0612-2547448
Email ID: stcbihar@bihar.gov.in

RFE Information Sheet

Sl. No.	Topic	Details
1.	RFE Issuing Authority	Transport Department, Government of Bihar
2.	Purpose of RFE	Empanelment of Agencies for supply, installation, testing, commissioning, operation and maintenance of electric vehicle charging stations in Bihar on Build, Own, Operate and Maintain (BOOM) model.
3.	RFE Ref. No.	7422
4.	RFE Issue Date	05/09/2026
5.	Availability of RFE documents	The RFE is available and downloadable on e-procurement website https://eproc2.bihar.gov.in/ Subsequent changes to the RFE shall be published on the above-mentioned website.
6.	Tender Processing Fee (TPF) -(Non-Refundable)	Rs.1000 + 18% GST (Rs. 1180/-) payable online through e-Procurement portal (https://eproc2.bihar.gov.in)
7.	Last Date for Submission of Queries (If any)	All the queries/clarification requests should be received on or before 14/09/2026 by mail only, as per the format and instructions prescribed in Scope of Works. Email address: stcbihar@bihar.gov.in Subject line: Pre-Bid Clarifications: EV Charging Station - <Agency's Name>
8.	Date, Time and Venue of Pre-Bid Meeting	Date and time: 03:00 PM on 17/09/2026 Location: Transport Commissioner office, Transport Department, Visvesvaraya Bhawan, J.L.N. Marg, Patna, Bihar – 800001
9.	RFE Response Submission	28/09/2026 till 04:00 PM, To be Uploaded on Eproc Portal
10.	Language	RFE Response to be submitted in English
11.	RFE Proposal Validity Period	180 days from the RFE Response Submission Deadline.

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Disclaimer

This Request for Empanelment (RFE) regarding “Empanelment of Agencies for Supply, Installation, Testing, Commissioning, Operation and Maintenance of Electric Vehicle Charging Stations in Bihar on Build, Own, Operate and Maintain (BOOM) model” is issued by Transport Department, Government of Bihar.

Whilst the information in this RFE has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Transport Department, Government of Bihar, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFE, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed “*Empanelment of Agencies for Supply, Installation, Testing, Commissioning, Operation and Maintenance of Electric Vehicle Charging Stations in Bihar on Build, Own, Operate and Maintain (BOOM) model*”, or makes any representation or warranty, express or implied, with respect to the information contained in this RFE or on which this RFE is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFE is selective and is subject to updating, expansion, revision and amendment at the sole discretion of Transport Department, Government of Bihar. It does not purport to contain all the information that a recipient may require for the purposes for deciding for participation in this process. Respondent shall undertake their own due diligence regarding the information provided in this RFE, the proposed project, and the applicable legal, financial, and regulatory framework, and shall seek independent professional advice as deemed necessary. Transport Department, Government of Bihar shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFE in any manner whatsoever. Transport Department, Government of Bihar reserves the right to reject any or all the response to the RFE without assigning any reason thereof.

Transport Department, Government of Bihar may terminate the RFE process at any time without assigning any reason and upon such termination Transport Department, Government of Bihar shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

Respondent should avoid submitting confidential, proprietary, or sensitive information as part of the RFE. All information submitted shall be deemed non-confidential, and the Department shall not be liable for any disclosure thereof. All such information shall be property of the Department.

1. Introduction

The Transport Department, Government of Bihar, is committed to advancing sustainable and low-emission mobility solutions in the State through the promotion of electric vehicles (EVs) and the establishment of comprehensive charging infrastructure. In this direction, the State Government notified the Bihar Electric Vehicle Policy, 2023, which provides a strategic framework for accelerating EV adoption and enabling the development of a supportive ecosystem.

Building upon this framework, the Government has further strengthened its commitment through the Bihar Electric Vehicle (Amendment) Policy, 2026, which incorporates evolving technological, economic, and environmental considerations. The amended policy outlines a long-term vision to develop a robust transport ecosystem with increased EV penetration up to 2030, with a defined goal of ensuring that 30% of all new vehicle registrations in the State are electric vehicles by 2030.

Recognizing that the availability of charging infrastructure is a critical enabler for EV adoption, the policy emphasizes the development of an extensive, accessible, and reliable network of public and semi-public charging stations across Bihar. It also promotes private sector participation, public-private partnerships, and innovative operational models for efficient deployment and management of EV charging facilities.

In line with these objectives, the Transport Department, Government of Bihar proposes to empanel competent and experienced agencies for the Supply, Installation, Testing, Commissioning (SITC), Operation and Maintenance (O&M) of Electric Vehicle Charging Stations (EVCS) across the State under a Build, Own, Operate and Maintain (BOOM) model. This empanelment shall remain valid for a period of three (3) years from the date of empanelment of the agencies.

Under this initiative, the Transport Department shall identify and provide suitable land/space at strategic locations for the establishment of EV charging stations. The empaneled agencies shall leverage these locations to design, install, operate, and maintain EV charging infrastructure in accordance with applicable standards, including guidelines issued by the Ministry of Power, Government of India.

This Request for Empanelment (RFE) seeks to identify and empanel agencies with proven technical expertise, financial capability, and operational experience in the EV charging domain. The empaneled agencies shall contribute towards establishing a scalable, technologically advanced, and user-friendly EV charging network in Bihar, aligned with national standards.

Through this initiative, the Transport Department aims to:

- Facilitate rapid deployment of EV charging infrastructure across strategic locations, including highways, urban centers, parking facilities, and public spaces.
- Encourage private investment and participation in the EV ecosystem.
- Ensure reliable, safe, and efficient operation of charging stations.
- Support the State's environmental goals by reducing carbon emissions and improving air quality.

This Request for Empanelment (RFE) aims to create a scalable, technology-driven, and user-centric EV charging ecosystem in Bihar, while ensuring compliance with policy provisions, enhancing service reliability, and fostering sustainable economic growth in the green mobility sector.

Empaneled agencies will be given preference during the selection of Charge Point Operators (CPOs) for EV charging stations installed under the PM e-Drive scheme. Empanelment shall not be construed as a commitment or obligation on the part of the Department to provide, allot, or allocate any land or location for EV Charging Stations to the empaneled agencies.

2. Objectives

The key objectives of this RFE are aligned with the strategic vision and provisions of the Bihar Electric Vehicle Policy, 2023 and the Bihar Electric Vehicle (Amendment) Policy, 2026, and are outlined as follows:

a) Accelerate EV Adoption in Bihar

- To support the State's goal of achieving 30% EV penetration in new vehicle registrations by 2030 by ensuring adequate charging infrastructure availability.
- To address range anxiety and improve user confidence through reliable and widespread charging access.

b) Develop Statewide Charging Infrastructure Network

- To establish a comprehensive network of public and semi-public EV charging stations across urban, semi-urban, and highway locations in Bihar.
- To ensure charging infrastructure deployment in accordance with national standards and policy guidelines for optimal geographic coverage.

c) Leverage Government Land for Infrastructure Development

- To enable efficient rollout of EV charging infrastructure through provision of land/space by the Transport Department, Government of Bihar.
- To minimize project delays and reduce capital barriers associated with land acquisition.

d) Promote Private Sector Participation and BOOM Model

- To encourage private investment, innovation, and operational efficiency through the Build, Own, Operate and Maintain (BOOM) model.
- To facilitate participation of experienced charging point operators and service providers in building EV ecosystem capacity.

e) Support Policy-Driven Incentives and Ecosystem Growth

- To align infrastructure deployment with policy incentives for EV chargers, including capital subsidies for different categories of chargers and support for infrastructure development.
- To complement initiatives promoting EV usage across vehicle categories, aggregators, commercial fleets, and public transport systems.

f) Ensure Reliable, Safe, and Standardized Infrastructure

- To deploy BIS-compliant, interoperable, and Ministry of Power-compliant charging systems, ensuring safety, efficiency, and standardization.
- To maintain high uptime, robust operational standards, and user-friendly services.

g) Facilitate Sustainable and Green Mobility

- To contribute to reduced carbon emissions, improved air quality, and environmental sustainability in the State.
- To promote integration of renewable energy and energy-efficient practices in EV charging infrastructure, as encouraged under the policy provisions.

h) Strengthen Overall EV Ecosystem in Bihar

- To create a holistic EV ecosystem encompassing infrastructure, digital integration, service delivery, and innovation.
- To support long-term growth of EV-related industries, employment generation, and technological advancement within the State.

i) Ensure Fair and Transparent End-User Charging Fees

- To ensure that EV charging services remain affordable and accessible to end users through a regulated pricing framework.
- The Transport Department, Government of Bihar, will set a maximum tariff limit to prevent overpricing and promote fair pricing.
- To promote transparency, consumer protection, and a fair price policy while maintaining viability for charging service providers.

3. Scope of Work

3.1. Overview

The scope of work under this Request for Empanelment (RFE) encompasses the end-to-end installation, operation, and maintenance of Electric Vehicle Charging Stations (EVCS) across the State of Bihar under a Build, Own, Operate and Maintain (BOOM) model:-

The initiative is aligned with the provisions of the Bihar Electric Vehicle Policy, 2023 and the Bihar Electric Vehicle (Amendment) Policy, 2026, which prioritize the development of a widespread EV charging infrastructure network as a key enabler for EV adoption.

3.2. Provision of land and Institutional Support

The Transport Department, Government of Bihar shall identify and provide suitable land/space at strategic locations for the establishment of EV charging stations. Charging stations may be set up on government land and/or other approved locations as per policy provisions.

Agencies may also assess, identify, and submit a list of suitable Government land/premises for consideration.

The Department shall facilitate coordination with relevant authorities, including urban local bodies, DISCOMs, and regulatory agencies.

3.3. Overall Scope of Responsibilities of the empaneled Agencies

The empaneled agencies shall undertake the following responsibilities:

A. Site Assessment, Planning, and Design

- Conduct site surveys, feasibility studies, and demand assessment for EV charging stations at allocated locations.
- Inception report along with detailed project reports including layout design, electrical design, and infrastructure planning. etc.
- Ensure optimal site utilization, including charging bays, traffic movement, signage, and safety arrangements.

B. Supply and Installation, Testing, and Commissioning (SITC)

- The Agency shall undertake the Supply, Installation, Testing, and Commissioning (SITC) of Electric Vehicle charging equipment at the identified locations.
- The indicative scope shall include deployment of suitable charger types, including but not limited to:
 - AC Charger (Slow/Moderate)
 - AC Charger (2-Gun, Fast)
 - DC Charger (2-Gun, Slow/Moderate)
 - CCS (Combined Charging System) / CHAdeMO (CHArge de Move) Fast Chargers
- The selection and mix of charger types shall be based on:
 - Location type (urban, semi-urban, highway)
 - Demand assessment and projected EV usage.
 - Applicable policy incentives and guidelines under Bihar EV Policy
- All EV charging equipment installed shall comply with:
 - BIS Standards IS 17017 series (including BEVC-AC001 and BEVC-DC001)
 - Ministry of Power (MoP) Guidelines
 - Central Electricity Authority (CEA) Regulations

- Relevant provisions of the Bihar Electric Vehicle Policy, 2023 and Bihar Electric Vehicle (Amendment) Policy, 2026
- The Agency shall carry out all associated infrastructure works, including:
 - Civil works (foundations, mounting structures, canopies, adequate parking space)
 - Necessary coordination with State DISCOM for Electrical works (transformers, cabling, switchgear, earthing, and protection systems)
 - Communication and networking infrastructure for charger connectivity
- The Agency shall ensure that all installations meet required safety, quality, and operational standards, and are fully functional for commercial operation upon commissioning.

C. Statutory Approvals and Compliance

- Obtain all necessary approvals, including but not limited to:
 - Electricity connection from DISCOM
 - Electrical safety certification
 - Fire safety approvals (if applicable)
- Ensure compliance with all applicable laws, regulations, and policy provisions.

D. Operation and Maintenance (O&M)

- Operate EV charging stations on a 24x7 basis, ensuring reliability and accessibility.
- Undertake:
 - Preventive and corrective maintenance
 - Routine inspection and servicing
- Maintain a minimum uptime (typically $\geq 98\%$) and ensure prompt fault resolution.

E. Power Supply and Energy Management

- Arrange and maintain power connectivity, including payment of electricity charges.
- Implement smart energy management systems for load optimization and efficiency.
- Explore integration of renewable energy sources and open access power, in line with policy incentives.

F. IT Systems, Digital Integration, and Interoperability

- Deploy backend systems for:
 - Real-time monitoring and control of chargers
 - User interface (mobile/web applications)
 - Payment systems (UPI, cards, wallets, etc.)
- Ensure interoperability and compliance with national EV charging protocols.
- Provide data access and reports to the Transport Department, as required.

G. User Services and Tariff Mechanism

- Provide a seamless and user-friendly charging experience, including discoverability and accessibility.
- Clearly display tariff, instructions, and safety guidelines at each station.
- Levy user charges as per applicable regulatory norms and government guidelines.

H. Safety, Standards, and Quality Assurance

- Ensure adherence to safety norms related to:
 - Electrical systems
 - Fire safety
 - Emergency handling
- Follow all standards prescribed under:
 - Ministry of Power guidelines
 - Bihar EV policies
 - Other statutory authorities

I. Branding, Signage, and Awareness

- Install proper signage and information boards for visibility and public awareness.
- Adhere to branding guidelines issued by the Government of Bihar, if applicable.

J. Reporting, Monitoring, and Performance Evaluation

- Submit monthly reports covering:
 - Energy consumption and usage
 - Station uptime and performance
 - Revenue and transaction data
- Facilitate inspection, audit, and performance monitoring by the Transport Department or designated agencies.

3.4. Deployment Framework

- Charging stations shall be developed as public or semi-public charging infrastructure, as defined under the policy framework.
- Mix of charger types shall be planned based on:
 - Location (urban/highway/rural)
 - Traffic and vehicle demand
 - Policy incentives for charger categories

3.5. Project Duration and Model

- The project shall be implemented under a Build, Own, Operate and Maintain (BOOM) model.
- Post-empanelment of agencies/bidders, an MoA shall be executed with the Department, which will remain valid for a period of ten (10) years from the date of signing.
- Extension may be considered based on performance and mutual agreement.
- The empanelment shall remain valid for a period of three (3) years from the date of empanelment. During the empanelment period, empaneled agencies/CPOs may be allotted additional sites from time to time. Notwithstanding the expiry of the empanelment period, the tenure for operation and maintenance of each allotted EV Charging Station shall remain valid for ten (10) years from the date of Go-Live of the respective EV Charging Station.

3.6. Performance Requirements

The empaneled agency shall ensure:

- Commissioning of EV charging stations within six months
- Minimum uptime and service reliability standards
- Compliance with all applicable guidelines and policy provisions
- High standards of safety, user satisfaction, and operational efficiency

3.7. Charging Management System (CMS)

The charging station shall be operated through the cloud-based solution technology owned by the selected Agencies.

3.8. Consortium Member

In case of Consortium, the maximum no. of members is restricted to **02** only and one out of two members must be defined as lead member.

- No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the project. A consortium partner shall only participate in one consortium bid.
- The tender form shall be submitted only in the name of the Lead bidder and not in the name of any consortium member.
- A copy of Memorandum of Understanding (MOU) executed by the Consortium members shall be submitted by the lead bidder along with the tender. The complete details of the members of the Consortium, their share and responsibility in the Consortium etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
- Once the tender is submitted, the MOU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the Empanelment shall be terminated.

3.9. Sub-Contracting

Empaneled Agencies, upon empanelment for supplying EV charging services on BOOM model, may use the services of a sub-contractor to leverage its specialized experience in particular fields.

Sub-contracting shall be subject to the following conditions:

1. Sub-contracting should not dilute the responsibility and liability of the Concessionaire
2. Any appointment of sub-contractors by the Concessionaire must be approved by Transport Department.
3. Any changes in sub-contractors must be approved by Transport Department prior to conclusion of any contract between the Concessionaire and the sub-contractor.
4. Concessionaires will not have any right to vest the title of the Project to any other entity without approval from Transport Department.
5. Transport Department reserves its right to subject the sub-contractors to security clearances as it deems necessary.

3.10. Compliance with Government Guidelines

All EV charging infrastructure must adhere to:

- Ministry of Power (MoP) Guidelines, including but not limited to:
 - “Charging Infrastructure for Electric Vehicles – Guidelines and Standards” (Latest Revision, including amendments till date)
 - Specifications regarding fast/slow chargers (AC and DC)
 - Open access and tariff regulations
- CEA (Central Electricity Authority) regulations related to electrical safety and installation.
- Bureau of Indian Standards (BIS) for charging equipment.
- Guidelines from State Electricity Regulatory Commission (SERC) or DISCOMs as applicable.

3.11. Types of EV Chargers (Indicative)

1. Bidders shall indicate the number of EV charger types that they commit to installing and operationalizing during the Project period.
2. The following EV charger types shall be permitted, conditional upon all EV charging equipment being BIS, ARAI/ ICAT, CEA certified. (Or any other higher standard charger notified by the government)

Charger Type	S. No.	Charger Connectors*	Rated Output Voltage(V)	No. of Connector guns (CG)	Charging vehicle type (W=wheeler)
Fast	1	CHArgedeMOve (CHAdeMO) (Min 50 kW)	200 - 1000	3 CG	4W
	2	Type-2 AC (Min 22 kW)	380 - 480	2 CG	4W, 3W, 2W
Slow/ Moderate	3	Bharat DC-001 (15 kW)	72-200	2 CG	4W, 3W
	4	Bharat AC-001 (10 kW)	230	3 CG of 3.3 kW each	4W, 3W, 2W
*In addition, any other fast/slow/moderate charger as per approved BIS standards whenever notified.					

3. Bidders must commit to installation of at least ONE (01) fast charger at each of the public/semi-public charging stations. Along with that they can install any combination of additional fast and slow/ moderate chargers as preferred by them.

4. Finance and Revenue Sharing

1. The Empaneled Agency can levy a Service Charge to users of the public/semi-public EV charging stations determined subject to the following:
2. The ceiling on the service charges as decided by Transport Department and revisions to it from time to time
3. Govt of Bihar (GoB) electricity tariff rates as set by BERC and revisions to it from time to time
4. The operational expenses (including electricity expenses) shall be borne by the Empaneled Agencies unless explicitly mentioned in the agreement signed between the Transport Department and the Empaneled Agency.
5. Transport Department shall have no obligation to bear any electricity-related expenses, including installation charges, billing charges, or any incidental expenditure in relation thereto. In the event any such costs are proposed to be shared by the Transport Department, the same shall require prior explicit and separate approval of the Transport Department.
6. **Revenue sharing for public EV charging stations:** For providing the functions mentioned in the Scope of Work, Transport Department will be entitled to revenue sharing arrangement with the Empaneled Agencies, at the rate of **INR 1 per kWh** billed by the DISCOM, and any future revisions to it. This revenue will be remitted to the Transport Department on a monthly basis. Electricity units in kWh shall be measured from the energy meter of DISCOM or submeter installed separately by Empaneled CPO Partners.
7. Financing through Corporate Social Responsibility (CSR): The Empaneled Agencies may, at its discretion, undertake the installation of EV charging stations through funding mobilized under Corporate Social Responsibility (CSR) initiatives, either directly or in partnership with eligible CSR contributors, in accordance with applicable laws and guidelines. In such cases, the following provisions shall apply:
 - a. All assets created under CSR funding shall remain dedicated to public or semi-public use for the duration of the agreement.
 - b. The Empaneled Agencies shall be responsible for ensuring compliance with applicable CSR regulations, reporting requirements, and documentation.
 - c. The operational responsibilities, including maintenance and service delivery, shall remain with the Empaneled Agencies.
 - d. Revenue sharing, if any, arising from such CSR-funded installations (for public charging stations only) shall be governed as per the applicable provisions of this RFE, unless specifically exempted or modified with prior approval of the Transport Department.
 - e. The Transport Department shall not bear any financial liability for assets funded through CSR, except as may be explicitly approved in writing.
8. Additional sources of revenue, such as advertising and co-branding, may be permitted at selected sites/land parcels with adequate space, subject to prior approval of the Transport Department.

5. Subsidy and Incentive Framework

5.1 Overview

The development of EV charging infrastructure in Bihar is supported through a structured incentive mechanism under the Bihar Electric Vehicle Policy, 2023 and the Bihar Electric Vehicle (Amendment) Policy, 2026.

The policy recognizes that availability of charging infrastructure is a key driver for EV adoption and provides capital subsidies for deployment of EV charging stations, thereby improving project viability and encouraging private sector participation.

The incentives are applicable on charging equipment and installation costs (excluding land cost) and are available for a defined number of chargers under each category.

5.2 Mapping of Charger Types to Policy Categories

The charger types proposed under this RFE are aligned with the categories defined in the policy as follows:

RFE Charger Type	Policy Category	Description	Incentive Structure
AC Chargers (Slow/Moderate)	Category-1	AC Charger (3 Guns) – Slow/Moderate	75% of equipment cost + ₹15,000 installation cost per charger (Max ₹75,000)
AC Charger (2-Gun, Fast)	Category-2	AC Fast Charger (2 Guns)	75% of equipment cost + ₹37,500 installation cost per charger (Max ₹2,25,000)
DC Charger (2-Gun, Slow/Moderate)	Category-3	DC Charger (2 Guns) – Slow/Moderate	75% of equipment cost + ₹37,500 installation cost per charger (Max ₹2,25,000)
CCS / CHAdeMO Fast Chargers	Category-4	High-speed DC Fast Chargers	50% of equipment cost + ₹1,50,000 installation cost per charger (Max ₹15,00,000)

6. Eligibility & Qualification Criteria

Each eligible CPO should possess all the following qualification criteria. Responses not meeting the qualification criteria will be rejected and will not be considered for evaluation.

Sl. No.	Description	Documents to be submitted by Bidder
1	Applicant/Bidder (all member, in case of consortium) should be a single entity means a limited company (as defined in the companies Act 1956) OR A registered partnership (registered under section 59 of the Partnership Act 1932) OR A Limited partnership (under the Limited Liability Partnership Act 2002) OR Proprietorship firm	Copy of certificate of incorporation/ Memorandum of Association OR A registered partnership Deed OR LLP registration certificate issued by registrar of companies OR In case of Proprietor GST Registration and PAN Card Copy is to be submitted.
2	The Applicant/Bidder (all member, in case of consortium) must have been in existence for at least three (3) years from the date of Bid submission (including name change / impact of mergers or acquisitions) Maximum 02 companies are allowed in a consortium including the Lead Bidder. The Lead bidder shall be jointly and severally responsible for complete scope, whereas consortium partner shall be severally responsible only for its respective scope.	Documentary proof such as purchase orders or certified true copy of balance sheet and PL statements for last 3 years for operation in India as on the date of Bid submission.
3	Applicant/Bidder (All member jointly in case of consortium) should have experience of owning and operating at least 10 no. of Commercial EV public charging stations of Minimum 30 kW capacity each or more in the last 5 years in any Government Dept./ Semi Government Departments / PSU/ ULB/ DISCOMS/ Private companies (as on the date of publication of the RFE) and these stations currently should be operational.	- Submit documentary evidence along with the proposal, including: - Copies of relevant work orders / contract agreements / purchase orders - Each submitted work order / purchase order must be supported by: - Completion certificate confirming satisfactory execution; OR - Any other documentary proof demonstrating satisfactory execution of the work - Only those work orders shall be considered for evaluation that are executed for: Government Departments / Semi Government Departments / Public Sector Undertakings (PSUs) / Urban Local Bodies (ULBs) / DISCOMS/ Private Companies for setting up of Commercial EV Public Charging Station

Sl. No.	Description	Documents to be submitted by Bidder
		- Provide supporting evidence of operational projects, may include: - Photographs of installed charging stations - Additional documents demonstrating current existence and operational status
4	The Applicant/Bidder (Lead Bidder in case of consortium) shall have a service station and/or a manufacturing unit located in Bihar.	Applicant should submit the List of offices along with the Rent Agreement/ any other documentary proof showing the ownership of property and Recent Electricity Bill. In case Applicant/Bidder don't have service station and/or a manufacturing unit in Bihar then they will have to give undertaking that once they are selected for Empanelment, they will open a service station and/or manufacturing unit in Bihar within 30 days of Empanelment.
5	Applicant/Bidder (Lead Bidder in case of consortium) should have a minimum average annual turnover of 50 lakhs in any three consecutive financial years from last 4 financial year (FY 2022-23, FY 2023-24, FY 2024-25, FY 2025-26)	Copy of Audited Financial Statements from Any 3 consecutive years from FY 2022-23, 2023-24, 2024-25 & 2025-26. Certificate from the Statutory Auditor / Chartered Accountant with valid UDIN.
6	Applicant/Bidder (All members in case of consortium) should have positive net worth as per the audited consolidated financial statements as on 31 st March 2025 or 31 st March 2026 (as applicable).	Certificate from the Statutory Auditor / CA with valid UDIN clearly specifying the net worth of the Bidder.
7	The Applicant/Bidder (All members in case of consortium) should not be blacklisted, banned, or declared ineligible for corrupt and fraudulent practices by the Government of India, any State Government, or any Company as on the date of bid submission.	Undertaking by the authorized signatory of Bidder (All members in case of consortium) .
8	To promote innovation and accelerate EV ecosystem development in Bihar, DPIIT-recognized Startups operating in the field of Electric Vehicles (EV), EV Batteries, Battery Swapping, or EV Charging Infrastructure shall be exempted from the requirements of Minimum Years of Existence, Prior Experience, and Minimum Turnover criteria, subject to submission of valid startup recognition and demonstration of technical capability relevant to the scope of work.	Valid DPIIT Startup Recognition Certificate and Self-Certification or Brief profile demonstrating experience, product, solution, or operations in EV, Battery, Battery Swapping, or EV Charging Infrastructure domain.

7. Terms and Conditions

7.1. Authorized Signatory

The application must be signed by the authorized signatory and their contact details must be mentioned on the cover page of the application.

7.2. Empanelment Letter

Transport Department, Government of Bihar shall issue an empanelment letter to the successfully qualified Applicants/Bidders.

7.3. The empanelment letter shall not confer any right to engagement.

The Firms who are empaneled with Transport Department as a result of this empanelment process are not allowed to use the name of Transport Department, Government of Bihar, its logo, service marks or any document for any purpose without the prior written approval of Transport Department.

7.4. Intellectual Property Rights

All intellectual property rights developed as a consequence of any allotment of work to the subsequent empaneled Agencies shall be the sole property of Transport Department, Government of Bihar and shall be governed by the provisions of the agreement/work order issued thereto. Further, any reports or analysis or data generated or created pursuant to the terms of this agreement shall be the sole and absolute property of Transport Department, Government of Bihar, including any IP rights; and Agencies shall do all the acts necessary to ensure that such rights are vested with Transport Department, Government of Bihar.

7.5. Empanelment Decision

Transport Department, Government of Bihar will empanel the successful applicant/Agencies whose proposal has been determined to be substantially responsive as per the process outlined for the same. Applicants are required to demonstrate their expertise through their application. Empanelment shall be at the sole discretion of the Transport Department, Government of Bihar, and the decision of the Department shall be final and binding on the applicant agencies.

7.6. Restrictions on Procurement from a Bidder of a Country which shares a Land Border with India

Order No: F. No 6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance, mentions that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as specified in the order.

“Bidder from a country which shares a land border with India” for the purpose of the order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or

- g) A consortium or join venture where any member of the consortium or join venture falls under any of the above

The above-mentioned order shall be applicable to this tender. The bidder shall carefully go through the above-mentioned order and ensure its eligibility in accordance with the same. Bidder should refer to above mentioned order for clarification over definitions and clauses as applicable.

The bidder shall submit a Self-Declaration regarding “**Restrictions on procurement from a Bidder of a country which shares a land border with India**” as per **Annexure V**.

7.7. Declaration of Local Content

As per order No: P-45021/2/2017-PP (BE-II) dated: 16-Sept-2020 of Department of Promotion of Industry and Internal Trade-

- Only ‘Class-I Local Suppliers’ and ‘Class-II Local Suppliers’ are eligible to bid in this tender.
- Margin of purchase preference applicable to ‘Class I Local Supplier’ is 20%.

Non-local suppliers are not eligible for Empanelment

Note: Interested Agencies shall carefully go through the above-mentioned order in order to understand the whole process and definition of various terms (e.g. Class-I Local supplier, Local content etc.) pertaining to the said order which have also been used in this tender document. The defining percentage of Local Content shall be as mentioned in the above-mentioned order. By participating in this tender, the bidder shall comply with all the terms and conditions of the above-mentioned order.

Bidder shall submit a certificate stating the minimum percentage of local content as per the format given in Annexure VI of Section-9 of Tender Document. The certificate shall be from the Statutory Auditor or Chartered Accountant (in respect of suppliers other than companies) giving the percentage of local content. It is mandatory to mention UDIN No in the certificate.

NOTE: False declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial rules for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of the General Financial rules along with such other actions as may be permissible under law.

8. RFE Response

Established and interested participants are invited to submit a concise RFE response (not exceeding 20 pages) covering the following sections. The response should demonstrate the bidder's technical, financial, and operational capability for implementation of EV Charging Stations (EVCS) under the BOOM model in Bihar.

A. Company Profile

The applicant shall provide detailed information regarding its organizational background and credentials, including:

- Legal Status
 - Constitution of the entity (Company/LLP etc.)
 - Registration details, CIN/LLPIN, and ownership structure
- Organization Structure
 - Organizational hierarchy, key management personnel, and technical teams
 - Details of relevant business verticals (EV charging, power infrastructure, mobility services, etc.)
- Experience and Years of Operation
 - Number of years in operation in the EV charging, power, infrastructure, or related sectors
 - Experience in similar projects such as EV charging infrastructure, energy infrastructure, or BOO/PPP projects

B. Submission of RFE Response

The Bidder shall upload the Bid with the following documents on <https://eproc2.bihar.gov.in/> , except where expressly mentioned otherwise:

S. No.	Document Type	Document Format
1	Bid Submission letter	As per format in Annexure I
2	Company Profile, Technical capability, Operations & Maintenance Approach, Suggestions Value Additions	A comprehensive Technical Document including Company Profile, Technical Capabilities, Detailed Business Plan
3	Eligibility Documents	Applicable documentary evidence for proof of eligibility
4	Annexures	All the Annexures mentioned in the RFE
5	RFE documents	One complete set of the RFE document and of all its subsequent amendments (if any are effected), duly signed and stamped on each page by the Applicant, to be scanned and uploaded on the e-procurement website https://eproc2.bihar.gov.in

C. Submission Due Date

- 1 RFE Response should be submitted before the Due Date (Last date and time for submission of RFE Response) as specified in the Bid Information Sheet, in the manner and form as detailed in this RFE document.
- 2 Transport Department may, at its sole discretion, extend the RFE Submission Due Date by issuing an Addendum on e-tendering website <https://eproc2.bihar.gov.in/> . The Applicants are requested to regularly check the website for update. There shall be no newspaper advertisement.

D. Pre-Bid Meeting

1. Pre-Bid Meeting will be convened at the designated date, time and place as mentioned in the RFE document.
2. A maximum of Two representatives of each Agencies shall be allowed to participate in the Pre-Bid Meeting.
3. During the course of Pre-Bid Conference(s), the Bidders may seek clarifications and make suggestions for consideration of Transport Department.
4. Transport Department shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
5. All queries from the Bidders relating to this RFE document must be emailed to Transport Department in the prescribed format only before the deadline mentioned in RFE document, in the RFE Information Sheet. These queries should only be emailed to: stcbihar@bihar.gov.in
6. The queries should necessarily be submitted in the following format in editable excel file.

S. No	RFE Document Reference(s)	Section & Page Number(s)	Content of RFE requiring Clarification(s)	Points of Clarification
1.				
2.				
3.				
4.				

7. The Transport Department, GoB shall not be responsible for ensuring that the Bidders' queries have been received and / or addressed by them. Any requests for clarifications after the indicated date and time may not be entertained by the Transport Department, GoB.

E. RFE Response Evaluation

1. RFE responses submitted by applicants will be reviewed by an Evaluation Committee constituted by the Transport Department. The Committee will assess the responses based on the eligibility and qualification criteria specified in the RFE and shortlist applicants for the subsequent stage of selection.
2. Transport Department may invite the shortlisted Agencies to present their detailed business plan, including their business model, strategies and timelines for installation, operation and maintenance plan for the EV charging stations. The shortlisted Bidders will receive an intimation regarding the presentation, from Transport Department, at least 07 business days prior to the event.
3. The decision of the Evaluation Committee shall be final and binding on the bidders.

9. Annexures

1. Annexure - I: Letter of Submission
2. Annexure - II: Declaration for not being blacklisted
3. Annexure - III: Declaration for Interest in installation for the Type(s) of EVs /Chargers
4. Annexure - IV: Declaration for Interest in installation of EV Chargers in the selected Districts
5. Annexure - V: Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India”
6. Annexure - VI: Certificate regarding Declaration of Local Content
7. Annexure - VII: Undertaking for Establishment of Service Station/Manufacturing Unit in Bihar
8. Annexure - VIII: Consortium Agreement
9. Annexure - IX: Compliance Sheet – cum – Index Page

Annexure - I: Letter of Submission

(On the letterhead of the Bidder (Lead bidder in case of Consortium))

Date: _____

To,
State Transport Commissioner,
Transport Department, Government of Bihar
Visveswaraya Bhawan, 2nd Floor, Bailey Road,
Patna-800001.
Email ID: stcbihar@bihar.gov.in

Sub: Response to RFE regarding “Empanelment of Agencies for Supply, Installation, Testing, Commissioning, Operation and Maintenance of Electric Vehicle Charging Stations in Bihar on Build, Own, Operate and Maintain (BOOM) model” of Transport Department, Government of Bihar

Ref. No.: _____ Dated: _____

Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as "the Respondent firm") and having reviewed and fully understood all of the requirements and information provided, the undersigned hereby express our interest “Empanelment of Agencies for Supply, Installation, Testing, Commissioning, Operation and Maintenance of Electric Vehicle Charging Stations in Bihar on Build, Own, Operate and Maintain (BOOM) model”, we confirm that we have examined the terms and conditions published in the RFE and accordingly submitting our response for the captioned project.

I / We confirm that I / we am / are withdrawing all the deviations, counter Clauses, proposed modifications in the scope of work, terms and conditions, which may have been mentioned in our proposal.

We authorize the Transport Department or their authorized representatives to conduct any investigations to verify the statements, documents, and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Transport Department to verify statements and information provided in this application or regarding our competence and standing.

The names and positions of persons who may be contacted for further information, if required, are as follows:

Name:

Designation:

Telephone:

E-mail Address:

We declare that the statements and the information provided in the duly completed application to Transport Department of our knowledge, are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete, or incorrect, we hereby authorize Transport Department to reject our application.

We confirm having submitted the information as required by you in ‘Eligibility Criteria’. In case you require any other further information / documentary proof in this regard before / during evaluation of our proposal, we agree to furnish the same in time to your satisfaction.

We undertake, if our proposal is accepted, to provide all the services related to the RFE put forward in bid document or such features as may subsequently be mutually agreed between us and Transport Department or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the RFE and agree to abide by this bid response for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us with full force and virtue. Till a formal contract / MOA is prepared and executed, this RFE response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Transport Department.

We understand that empanelment shall not be construed as a commitment by the Department to provide or allocate any location to the empaneled agencies.

We hereby declare that in case the empanelment is awarded to us, we will submit the Performance Bank Guarantee as required in the Tender.

I / We understand that Transport Department reserves the right to reject any application without assigning any reason whatsoever.

I / We hereby undertake that I / we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act, 1988 and the Prevention of Corruption (Amendment) Act, 2018 in connection with the bid.

We hereby declare that our proposal is made in good faith, without collusion or fraud, and the information contained in the bid is true and correct to the TD of our knowledge and belief.

I / We shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid.

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

We declare that we have read through the Tender document and all related clarifications and corrigendum.

For _____,

(Signature of the authorized signatory along with company seal)

Name:

Designation:

Date:

Place:

Business Address:

.....

Name of the Respondent

.....

Signature of the Authorized Person

.....

Name of the Authorized person

Annexure - II: Declaration for not being blacklisted.

(To be submitted on the Bidder's letterhead or, in the case of a consortium, on the letterhead of each consortium member.)

Date: _____

Place: _____

To,
State Transport Commissioner,
Transport Department, Government of Bihar
Visveswaraya Bhawan, 2nd Floor, Bailey Road,
Patna-800001.
Email ID: stcbihar@bihar.gov.in

RFE Ref. No.: _____

Dear Sir/Madam,

In response to the above mentioned RFE, I/We, _____, as _____

<Designation> of M/s _____, hereby declare that we are having unblemished past record and are not declared blacklisted or ineligible to participate for bidding by any Central / State Government Organization / Public Sector Unit (PSU) as on date of bid submission.

Sincerely,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

Date:

Annexure III: Declaration for Interest in installation for the Type(s) of EVs /Chargers

(The declaration is to be furnished on the letter head of the Bidder or Lead Bidder in case of consortium)

Declaration

We hereby confirm that we are interested in empaneling with Transport Department for **Submission of Request for Empanelment for Empanelment of Agencies for Supply, Installation, Testing, Commissioning, Operation and Maintenance of Electric Vehicle Charging Stations in Bihar on Build, Own, Operate and Maintain (BOOM) Model** and we agree to all terms and conditions as mentioned in the Terms of Reference including the Revenue Sharing proposal.

We hereby express our interest in installation of the EV chargers for the following Type(s) of EVs /Types of Chargers:

S No	Type of EV	Please tick in the relevant row
1	2-Wheeler	
2	3-Wheeler	
3	4-Wheeler	
4	Battery Swapping/ Charging Stations (Specify 2W or 3W or both)	

Type of Chargers:

Sl. No	Type of EV Chargers	Please tick in the relevant row
1	AC Chargers (Slow/Moderate)	
2	AC Charger (2-Gun, Fast)	
3	DC Charger (2-Gun, Slow/Moderate)	
4	CCS / CHAdeMO Fast Chargers	
5	Battery swapping/charging stations (Specify rating and compatible for e2W and/or e3W)	
6	Other approved chargers as per DST/BIS for 2/3W (Specify rating)	

All the information provided herewith is genuine and accurate.

Authorized Person's Signature.

Name and Designation:

Date: _____

Annexure IV: Declaration for Interest in installation of EV Chargers in the selected Districts

(The declaration is to be furnished on the letter head of the Bidder or Lead Bidder in case of consortium)

Declaration

We hereby confirm that we are interested in empanelment with Transport Department, Government of Bihar for **Submission of Request for Empanelment for Empanelment of Agencies for Supply, Installation, Testing, Commissioning, Operation and Maintenance of Electric Vehicle Charging Stations in Bihar on Build, Own, Operate and Maintain (BOOM) Model** and we agree to all terms and conditions as mentioned in the Terms of Reference.

We hereby express our interest in installation of the EV chargers at the following districts:

S. N	District Name	AC Chargers (Slow/ Moderate)	AC Charger (2-Gun, Fast)	DC Charger (2-Gun, Slow/ Moderate)	CCS / CHAdeMO Fast Chargers
1	Araria				
2	Arwal				
3	Aurangabad				
4	Banka				
5	Begusarai				
6	Bhagalpur				
7	Bhojpur				
8	Buxar				
9	Darbhanga				
10	East Champaran				
11	Gaya				
12	Gopalganj				
13	Jamui				
14	Jehanabad				
15	Kaimur				
16	Katihar				
17	Khagaria				
18	Kishanganj				
19	Lakhisarai				
20	Madhepura				
21	Madhubani				
22	Munger				

S. N	District Name	AC Chargers (Slow/ Moderate)	AC Charger (2-Gun, Fast)	DC Charger (2-Gun, Slow/ Moderate)	CCS / CHAdeMO Fast Chargers
23	Muzaffarpur				
24	Nalanda				
25	Nawada				
26	Patna				
27	Purnea				
28	Rohtas				
29	Saharsa				
30	Samastipur				
31	Saran				
32	Sheikhpura				
33	Sheohar				
34	Sitamarhi				
35	Siwan				
36	Supaul				
37	Vaishali				
38	West Champaran				

All the information provided herewith is genuine and accurate.

Authorized Person's Signature.

Name and Designation:

Date: _____

Annexure V: Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India”

(To be submitted on the letter head of the Bidder or Lead Bidder in case of consortium)

To,
State Transport Commissioner,
2nd Floor, Visveswaraya Bhawan,
J L N Marg Patna - 800001
Tel: 0612-2547448
Email ID: stcbihar@bihar.gov.in

Dear Sir,

With reference to our bid proposal for participation in RFE Document No : _____ dated: _____, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that we/our Collaborator/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/ Consortium member/Assignee, as applicable, is enclosed as Annexure _____

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Date: _____

Place: _____

Seal of Organization & Signature
of Authorized Bidder

Annexure VI: Certificate regarding Declaration of Local Content

(To be submitted on the letter head of the Bidder or Lead Bidder in case of consortium)

To,

State Transport Commissioner,
2nd Floor, Visveswaraya Bhawan,
J L N Marg Patna - 800001
Tel: 0612-2547448
Email ID: stcbihar@bihar.gov.in

Sub: Compliance of Minimum Local Content Requirement as mentioned in Ministry of Commerce and Industry Trade and order no. P-45021/2/2017-PP(BE-II) dated 04th June 2020

Ref: RFE Document No: _____

Dear Sir,

This is to certify that following is the local content percentage _____ being offered/quoted against aforementioned tender by M/s _____, the same is in compliance with Ministry of Commerce and Industry order no: P-45021/2/2017-PP(BE-II) dated 04th June 2020 and the bidder shall strictly abide by all provisions of the subject notification.

S No	Item/s	Percentage of Local Content
1		
2		

Thanking You,
Yours faithfully,

Signature (Statutory Auditor/ Chartered Accountant)

Name: _____

Seal: _____

UDIN No: _____

Date: _____

Place: _____

Annexure – VII: Undertaking for Establishment of Service Station/Manufacturing Unit in Bihar

(To be submitted on the letter head of the Bidder or Lead Bidder in case of consortium)

RFE Ref. No.: _____

Date: _____

To,

State Transport Commissioner,
2nd Floor, Visveswaraya Bhawan,
J L N Marg Patna - 800001
Tel: 0612-2547448
Email ID: stcbihar@bihar.gov.in

Subject: Undertaking for Establishment of Service Station/Manufacturing Unit in Bihar

Dear Sir,

I/We, M/s [Company Name], having our registered office at [Address], hereby submit this undertaking in response to the above-mentioned RFE.

1. I/We confirm that we have carefully read and understood the terms and conditions of the RFE for empanelment of agencies for Electric Vehicle Charging Stations.
2. I/We acknowledge that as per the eligibility criteria of the RFE, the bidder is required to have a service station and/or manufacturing unit located in Bihar.
3. I/We hereby undertake that in case M/s [Company Name] is selected for empanelment under this RFE, we shall establish and make operational a service station and/or manufacturing unit within the State of Bihar.
4. I/We further undertake that the said facility shall be established within 30 (Thirty) days from the date of empanelment.
5. I/We agree to obtain all required statutory approvals and comply with all applicable laws, regulations, and guidelines for setting up and operating the said facility.
6. I/We understand that failure to fulfill this undertaking within the stipulated timeframe may lead to appropriate action by the Transport Department, including cancellation of empanelment or other measures as deemed fit.
7. This undertaking is submitted voluntarily and is binding on us.

For [Company Name]

Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

Place: _____

Company Seal: _____

Annexure – VIII: Consortium Agreement**(On non-judicial stamp paper of INR 1000 duly attested by Notary public)**

This Memorandum of Understanding (MoU) entered into this _____ day of _____ 20__ at _____ [Place]

Among

1. _____ (hereinafter referred to as "_____") and having office at _____ [Address], India, as Party of the First Part

And

2. _____ (hereinafter referred to as "_____") and having office at _____ [Address].

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

WHEREAS Transport Department, Government of Bihar, has issued a Request for Empanelment (RFE) regarding **“Empanelment of Agencies for Supply, Installation, Testing, Commissioning, Operation and Maintenance of Electric Vehicle Charging Stations in Bihar on Build, Own, Operate and Maintain (BOOM) model”** dated [Date] (RFE) from the interested Bidders:

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

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

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the **“Empanelment of Agencies for Supply, Installation, Testing, Commissioning, Operation and Maintenance of Electric Vehicle Charging Stations in Bihar on Build, Own, Operate and Maintain (BOOM) model”** dated [Date] (RFE)” as a Consortium.
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services which would be ordered by the Transport Department, Government of Bihar pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for **“Empanelment of Agencies for Supply, Installation, Testing, Commissioning, Operation and Maintenance of Electric Vehicle Charging Stations in Bihar on Build, Own, Operate and Maintain (BOOM) model”** dated [Date] (RFE)” for and related execution works to be performed pursuant to the Empanelment and shall not extend to any other activities.
- iii. The Lead bidder shall be severally responsible and bound towards the Transport Department, Government of Bihar for the performance of the works in totality and in accordance with the terms and conditions of the BID document and Contract.
(Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
 - a. To ensure the technical, commercial and administrative co-ordination of the work package.

- b. To lead the contract negotiations of the work package with the Transport Department, Government of Bihar.
- c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
- d. In case of an award, act as channel of communication between the Transport Department, Government of Bihar and the Parties to execute the Contract.
- v. That the Parties shall carry out all responsibilities as in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:
Party A: _____
Party B: _____
- vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- viii. That this MoU shall be governed in accordance with the laws of India and courts in Bihar shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

For and on behalf of
Party of the FIRST PART by:
Signature, Name, Designation and Address

for and on behalf of
Party of the SECOND PART by:
Signature, Name, Designation and Address

In the presence of:

- 1.
- 2.

Annexure - IX: Compliance Sheet – cum – Index Page

Sl. No.	Document Type	Document Name	Lead Bidder / Consortium	File Name	Page No.
1.	Tender Fee	Tender Fee payment receipt	Lead Bidder		
2.	Legal Entity Documents	Certificate of Incorporation / Registered LLP Deed	Both		
3.		Company Profile	Both		
4.		GST Registration Certificate	Both		
5.		PAN Card	Both		
6.		Income Tax Returns (any 3 consecutive Financial years from last 4 financial year FY 22-23, 23-24, 24-25, 25-26)	Both		
7.		Board Resolution & Authorized Signatory Proof	Both		
8.	Startup Company	DPIIT Startup India Certificate	Lead Bidder		
9.		Self-Certification or Brief profile demonstrating experience, product, solution, or operations in EV, Battery, Battery Swapping, or EV Charging Infrastructure domain.	Lead Bidder		
10.	Financial Capacity Document	Audited Balance Sheet & P&L (any 3 consecutive Financial years from last 4 financial year FY 22-23, 23-24, 24-25, 25-26)	Both		
11.		CA / Statutory Auditor Certificate – Turnover	Both		
12.		CA / Statutory Auditor Certificate – Net Worth	Both		
13.	Work Experience	Relevant work orders / contract agreements / purchase orders along with Completion Certificate	Either one		
14.	Annexures	Annex. - I: Letter of Submission	Lead Bidder		
15.		Annex. - II: Declaration for not being blacklisted	Both		
16.		Annex. - III: Declaration for Interest in installation for the Type(s) of EVs /Chargers	Lead Bidder		
17.		Annex. - IV: Declaration for Interest in installation of EV Chargers in the selected Districts	Lead Bidder		
18.		Annex. - V: Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India”	Both		
19.		Annex. - VI: Certificate regarding Declaration of Local Content	Both		
20.		Annex. - VII: Undertaking for Establishment of Service Station/Manufacturing Unit in Bihar	Lead Bidder		
21.		Annex. - VIII: Consortium Agreement	Lead Bidder		
22.	RFE documents	One complete set of the RFE document signed and stamped and of all its subsequent amendments	Lead Bidder		

Signature of Authorized Signatory and Seal of the bidder

Name: _____

Designation: _____

Date: _____

10. Draft Memorandum of Agreement (MoA)

Model Revenue Sharing Agreement between Transport Department, Government of Bihar and Charge Point Operator-(CPO) for deployment of Public EV Charging Stations

MEMORANDUM OF AGREEMENT (MoA)

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "**Agreement**" or "**MoA**") is entered into on this day of at Patna, Bihar, India.

BY AND BETWEEN:

THE STATE TRANSPORT DEPARTMENT, GOVERNMENT OF BIHAR, having its registered administrative office at 2nd Floor, Visveswaraya Bhawan, JLN Marg, Patna – 800001, represented herein by its **Secretary / State Transport Commissioner** (hereinafter referred to as the "**First Party**" or the "**Transport Department**", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor(s), administrator(s), and permitted assigns) of the **FIRST PART**;

AND

M/S. <Name of CPO>, a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at <CPO registered address>, represented herein by its **Authorized Signatory** (hereinafter referred to as the "**Second Party**" or the "**CPO**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **SECOND PART**.

The Transport Department and the CPO are hereinafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Transport Department, Government of Bihar, exercises administrative ownership, operational control, and custody over various strategic land parcels, public transits, and facility premises (hereinafter referred to as "**Sites Owned/Operated by Transport Department**" or "**SOL**") within Patna, Bihar.
- B. The CPO is an energy infrastructure provider possessing the required technical capability, corporate resources, and supply networks to engineer, establish, manage, and operate Public Electric Vehicle Charging Infrastructure.
- C. The CPO has proposed to plan, engineer, establish, set up, manage, and operate Public Electric Vehicle Charging Point(s) across **xx no.** of identified locations offered by the Transport Department.
- D. The Transport Department intends to grant operational permissions and license rights to the CPO to deploy public electric vehicle charging stations (hereinafter referred as "**Projects**" or "**Charging Locations**") under the framework of the active Bihar Electric Vehicle Policy, 2023.
- E. In consideration of these mutual covenants, terms, conditions, and understandings, the Parties formalize their partnership under this comprehensive legal instrument.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. **"Public EV Charging Station(s)" (EVCS)** means a certified public infrastructure setup, cluster of hardware components, kiosks, or devices configured to safely supply electric energy to charge the traction batteries of electric vehicles.
- 1.2. **"AC" and "DC"** shall respectively mean Alternating Current Charging and Direct Current Charging methodologies as per Bureau of Indian Standards (BIS) and Ministry of Power mandates.
- 1.3. **"GST"** means the Goods and Services Tax as codified under active Union and State statutory frameworks.
- 1.4. **"Installation Work"** means the comprehensive planning, design, engineering, civil fabrication, upstream electrical grid configuration, installation of chargers, structural validation, testing, commissioning, and operational lifecycle maintenance executed by or on behalf of the CPO at the designated SOL.
- 1.5. **"KW" and "kWh"** mean Kilowatt (unit of power rating) and kWh means Kilowatt-hour (unit of billed electrical energy consumption) respectively.
- 1.6. **"Operating Cost"** includes direct electricity energy charges routed via payment gateways, backend system tracking, salaries of supervision/maintenance personnel, annual maintenance contract (AMC) costs, network telecommunications, IT cloud application management, and 24/7 customer service mechanisms.
- 1.7. **"SOL"** means physical sites, parking lots, depots, or station yards owned, managed, and/or operated directly by the Transport Department, Government of Bihar.
- 1.8. **"Term"** means a fixed tenure of ten (10) consecutive years inclusive of the Annual Maintenance Cost (AMC) tracking cycle, commencing from the earlier of: (a) six (6) calendar months computed from the Effective Date, or (b) the actual functional deployment and installation of the last charging point across the **xx no. of** identified SOL sites.
- 1.9. **"Effective Date"** means the date of execution of this MOA by both Parties as written hereinabove.

2. SCOPE OF THE PROJECT AND PREMISES ALLOCATION

- 2.1. The CPO shall establish, operate, and maintain **xx no. of** Public Electric Vehicle Charging Stations at the designated SOL provided within Bihar and may discuss expansion at other locations on mutual agreement of both the Parties.
- 2.2. The Transport Department shall grant the CPO the explicit right to utilize physical space within the premises of the **xx no. of** identified locations, subject to technical, structural, and electrical grid feasibility.
- 2.3. The detailed operational, spatial, and technical conditions governing each specific space are formally outlined in the site-specific documentation attached as Annexure I, which forms an integral part of this Agreement.
- 2.4. The selection and deployment parameters of these locations are chosen to prevent any negative impact or structural hindrance to the standard.
- 2.5. The entire charging infrastructure deployed under this Agreement must strictly comply with all statutory rules, notifications, amendments, performance criteria, and safety guidelines published by the Ministry of Power, Central Electricity Authority (CEA), and Bureau of Energy Efficiency (BEE).

3. COMPREHENSIVE RESPONSIBILITY MATRIX

- 3.1. Capital Expenditures (CAPEX) for EV Chargers: The CPO shall bear 100% of the initial capital expenditures required for the procurement, transport, engineering, assembly, and deployment of the EV chargers.

- 3.2. **CAPEX for Technology Upgrades:** The CPO shall be solely responsible for all subsequent capital expenditures related to upgrading hardware, software, or connector elements driven by business requirements or technological evolution.
- 3.3. **Annual Maintenance Charges (AMC):** The CPO shall bear all operational costs and long-term maintenance charges to ensure the baseline performance of the chargers during the entire Term.
- 3.4. **Infrastructure Planning and Capacity Selection:** The CPO shall have exclusive responsibility for planning, designing, and selecting specific EV charger power capacities (kW) and matching gun configurations across all sites.
- 3.5. **Electrical Load Augmentation:** The Transport Department shall be exclusively responsible for arranging, sanctioning, and implementing the necessary electrical load augmentations from the DISCOM, including the procurement, supply, structural installation, and commissioning of dedicated transformers at the sites.
- 3.6. **Civil and Allied Engineering Works:** The CPO shall design and execute all localized civil foundations, protective charger canopies, cable trenching, safety isolations, and allied electrical wiring works within the allocated station boundaries.
- 3.7. **Monthly Electrical Consumption Liability:** The CPO shall remain directly liable to monitor, verify, and pay all recurring monthly electricity bills arising from public EVCS energy consumption.
- 3.8. **Day-to-Day Operations Management:** The CPO shall independently oversee station operations, providing administrative supervisors, maintenance mechanics, perimeter lighting, fire protection accessories, and localized asset safety mechanisms at its own cost.
- 3.9. **EVCS Branding and Aesthetics:** The CPO shall implement structural branding across the outer panels of the chargers and protective overhead canopies in absolute alignment with the mutually approved co-branding templates of the Transport Department and CPO.
- 3.10. **EV Charging Management System (EVCMS) and Applications:** The CPO shall operate and maintain the core Charging Management System (CMS) via its centralized cloud network. The digital platform shall follow a hybrid application model, enabling general EV users to discover, book slots, and pay via either partner tracking applications or the primary CPO customer application. CPO shall also make/keep provisions to integrate its CMS with unified Government application.
- 3.11. **Data Access Syncing:** The CPO shall ensure that full real-time data streams tracking charger availability, usage metrics, and network operational uptimes are synced directly from the EV chargers to the centralized data infrastructure and monitoring servers of the Transport Department.

4. STATUTORY CLEARANCES, GRID UTILIZATION, AND OPERATIONAL ACCESSIBILITY

- 4.1. The CPO shall secure, register, and maintain all applicable statutory approvals, municipal business licenses, environmental compliance permits, and fire safety certificates required by local, state, or central bodies to legally run the public EV charging stations.
- 4.2. The Transport Department shall provide administrative assistance, including single-window recommendations, to enable the CPO to receive necessary clearances, grid access, permits, and government approvals.
- 4.3. The Transport Department shall coordinate with the state power distribution utilities (NBPDC/ SBPDCL) to expedite separate electrical power connections or augment bulk power allocation at each site.
- 4.4. The CPO shall ensure the deployment of qualified engineering technicians, necessary safety tools, industrial logistics, diagnostic devices, and operational consumables across all sites during testing, installation, and regular O&M phases.
- 4.5. The CPO shall enforce all safety protections, electrical grounding systems, circuit breakers, and insulation matrices required under CEA regulations to shield EV users and public vehicles from electrical or physical hazards.

- 4.6. If physical damage is caused to the buildings, properties, or utility networks of the Transport Department due to proven gross negligence of the CPO's equipment or staff, the CPO shall be legally liable to repair or financially make good those structural losses.
- 4.7. The Transport Department may responsible for physical losses suffered by the CPO—limited strictly to the deployed EV charging stations and their immediate structural infrastructure, provided such damage results directly from proven gross negligence or clear wilful default by the department's authorized agents or employees.
- 4.8. The Transport Department/BCD will ensure that the designated charging spaces, along with their associated vehicle entry and exit routes, shall be handed over free from physical encumbrances, legal claims, or operational blockages.
- 4.9. If any structural hindrance or layout blockage is identified during installation or operational phases, the Transport Department shall clear it or arrange an alternate, structurally equivalent operations space within the same location using its administrative authority.
- 4.10. The Transport Department shall provide a reasonable amount of secure temporary space at each site for storing and staging building blocks, cables, transformers, rigging tools, and construction materials required during active Installation Work or eventual asset decommissioning, subject to physical space availability.
- 4.11. Where an independent, separate utility grid power connection to the EVCS is not mandated or cannot be immediately provided by the local DISCOM, the Transport Department may route power from its existing internal connection. The CPO shall fully reimburse these electricity costs to the Transport Department monthly within ten (10) days of demand, matching the exact billing rate paid by the department to the distribution utility at that specific SOL.
- 4.12. If the Government of Bihar activates subsidized power tariff regimes specifically for public EV charging entities under the Bihar EV Policy, the CPO shall, at its own cost, install separate sub-metering, isolate connections, and process approvals to directly claim the lower tariff benefits.
- 4.13. If any EV Charging System must be physically shifted, re-routed, or relocated due to urban redevelopment, site transformation, or changing transport requirements, such movement shall be performed only upon a mutual written agreement executed between both Parties outlining the financial and logistical division of costs.
- 4.14. Any auxiliary activities, technical expansions, or infrastructural shifts not explicitly detailed within this document shall be reviewed via the Joint Steering Committee and integrated into this Agreement through formal written amendments.
- 4.15. The designated number of **xx no. of** public stations is non-binding and may be structurally scaled up or down via mutual written consent to match vehicle turnaround and market trends.
- 4.16. The CPO shall run a customer care service, establishing an online inquiry channel, automated complaint lodging, and technical help desk for electric vehicle owners utilizing the charging stations.
- 4.17. The CPO shall fund and execute all advertising and marketing activities for the EVCS. All marketing materials display spaces, and commercial placements within the premises must comply with active Information and Public Relations Department (IPRD) public advertisement guidelines.
- 4.18. The CPO retains the primary right to publicize its own energy products or display corporate branding subject to the regulatory frameworks of the Building Construction Department (BCD), Road Construction Department (RCD), Public Works Department (PWD), PMC, and IPRD. ETC.
- 4.19. The physical spatial footprint allocated per site shall be structured around a minimum base unit of **1 Equivalent Car Space (ECS = approximately 12.5 Square Meters)** or more, with the final spatial boundaries determined by Empaneled CPO and binding upon station engineering layout.
- 4.20. The CPO acknowledges that the Transport Department retains the right to allocate separate, neighbouring parking spaces or alternate slots at the same site to competing CPOs for EV charging stations or battery swapping networks. The CPO shall maintain operational harmony and cooperation with other empaneled CPOs, ensuring its installations do not cause obstacles, traffic blockages, or technical damage to neighbouring networks.

5. REVENUE AND FINANCIAL TRANSACTIONS

- 5.1. The CPO shall pay to the Transport Department a fixed commercial License Fee calculated at **Rs. 1 (Rupee One) per kWh (exclusive of GST)** on all billed energy units dispensed through the EV charging infrastructure. Such fee shall be payable from the commencement of commercial operations. Any review or revision of the aforesaid License Fee shall be determined and approved by the Joint Committee from time to time, taking into consideration prevailing inflation rates and other relevant factors.
- 5.2. The tariff/rate for EV charging services shall be determined and finalized by the Project Steering Committee of the Transport Department and any revisions thereto shall be subject to the approval of the said Committee. The Project Steering Committee will be formed by comprising total four persons, nominated by Department, BCD, RCD and DISCOM.
- 5.3. This License Fee revenue must be remitted by the CPO into the designated bank account of the Transport Department within thirty (30) days from the conclusion of each calendar month or operational quarter. Applicable GST on this license fee shall be paid additionally by the CPO to the Transport Department.
- 5.4. If empaneled CPOs holds primary lease custody of any government site by virtue of direct allocations from departments like BCD, RCD, PWD, or PMC, all underlying rental rules, non-payment penalties, and exit constraints of that primary lease shall apply to the execution of this Agreement.
- 5.5. The CPO shall pay all electrical energy utilization invoices on a monthly basis within ten (10) days of receiving a demand notice for the power consumed by the stations, covering minimum demand charges or actual energy units consumed. Applicable GST on power transfers shall be managed in accordance with active regulations.

6. LICENSE FEES, AND TAX SCHEDULING

- 6.1. Tax Deduction at Source (TDS) or any corresponding corporate tax liabilities governing these financial transactions shall be processed strictly in accordance with active Income Tax Rules.
- 6.2. In the event of a default or delay by the CPO in transferring applicable license fees to the respective land-owning public agencies, all accrued interest charges and statutory financial penalties shall be borne entirely by the CPO.
- 6.3. The CPO shall settle all corporate taxes, business levies, and statutory charges imposed by central, state, or municipal authorities on the active commercial running of the EV charging stations.
- 6.4. The CPO shall pay to the Transport Department any incremental tax increases or local development levies applied specifically to the land area mapped for the EVCS by any municipal corporation, municipality, or gram panchayat, with the sole exception of structural Property Tax. Property tax for the underlying land asset remains the sole liability of the Transport Department.

7. COMPREHENSIVE INSURANCE MANAGEMENT

- 7.1. The CPO shall, at its own cost and expense, procure, maintain, and renew comprehensive insurance policies throughout the entire running Term of this Agreement from a well-reputed insurance provider.
- 7.2. The insurance portfolio must provide risk protection against all hazards, including but not limited to burglary, structural fire, transformer or equipment explosion, riots, public disturbances, and comprehensive third-party liability covering all persons and vehicles entering the public EVCS zone.

8. EXCLUSIVITY DISCLAIMER

- 8.1. Exclusivity is explicitly **Not Applicable** to this Agreement. Both the Transport Department and the CPO retain full legal rights to independently tie up with multiple third-party agencies, parallel operators, or technology partners for the provision, layout, and operation of EV Charging Infrastructure across Bihar.

9. STANDARD INDEMNIFICATION FRAMEWORK

- 9.1. Each Party (as an Indemnifying Party) agrees to indemnify, defend, and hold the other Party (as the Indemnified Party) harmless from and against any third-party claims, intellectual property infringement suits, legal liabilities, operational obligations, losses, damages, structural deficiencies, judgments, or litigation expenses arising out of or solely attributable to a failure of the Indemnifying Party to perform its contractual obligations, or due to gross negligence or wilful misconduct.
- 9.2. Each Party shall indemnify the other against any claims, losses, or regulatory penalties imposed by any statutory authority resulting from a failure by a Party or its officers, directors, employees, sub-contractors, or agents to comply with any applicable central, state, or municipal laws and regulations.
- 9.3. Each Party shall indemnify the other against any damage to or loss of property of a third party arising out of direct acts or omissions by a Party or its operational personnel during the performance of duties under this agreement.

10. PERIODIC CONTRACT REVIEW

- 10.1. Both Parties retain the structural option to formally review the execution, commercial parameters, and operational frameworks of this Agreement at the conclusion of the **5th year** from the date of signing.
- 10.2. Any amendments, commercial restructures, or pricing shifts agreed upon during this mid-term review must be recorded in writing and executed by authorized signatories of both Parties before future implementation.
- 10.3. This Agreement may also be reviewed before the 5-year mark if systemic macro-economic transformations or sweeping regulatory shifts occur that are completely beyond the reasonable control of either Party.

11. DURATION, EXIT STRATEGY, AND DECOMMISSIONING

- 11.1. This Agreement shall come into force from the Effective Date and remain active for the full 10-year Term unless terminated early under the provisions of this clause.
- 11.2. This Agreement may be terminated prior to its scheduled maturity due to any of the following occurrences:
 - 11.2.1. Proven misrepresentation, unrectified material breach, or structural violation of the contract terms by either Party.
 - 11.2.2. Failure of the Transport Department to provide unencumbered site access, or failure of the CPO to install and commission the charging points within a mutually agreed reasonable timeframe.
 - 11.2.3. Through mutual written consent of both Parties without assigning any specific reason.
- 11.3. The Parties shall commence formal renewal negotiations exactly six (6) months prior to the final expiry of the 10-year tenure to evaluate extensions and update commercial terms.
- 11.4. In the event of a non-agreement or refusal to extend by either Party after the completion of the 10-year Term, the CPO shall retain absolute custody of all chargers, sub-meters, and software assets. The CPO must safely decommission, remove its infrastructure, and completely vacate all SOL sites, restoring them to their original state within a maximum period of **three (3) months** from the date of contract expiry.

12. GOVERNING LAW AND RESOLUTION OF DISPUTES

- 12.1. This Agreement shall be governed by, interpreted, and construed in strict accordance with the substantive laws of the Republic of India.

- 12.2. Step-In Rights and Service Continuity Management has been established to outline the explicit legal conditions and operational mechanics under which the State Transport Department can intervene. **Trigger Events Defined:** Clear triggers have been established for the exercise of step-in rights, including prolonged service degradation or complete non-operational status exceeding fifteen (15) calendar days, absolute abandonment of site operations, voluntary/involuntary insolvency or corporate winding up, and unresolved material breaches leading to a Termination for Cause. **Operational Execution:** The Department can issue a 7-day formal "Step-In Notice", allowing it or its nominated replacement agency to assume immediate temporary administrative, technical, and backend operational control over the charging stations.
- 12.3. In the event of any difference or dispute regarding interpretation, operational management, or financial calculations, the management of both Parties shall immediately consult each other to resolve the dispute in a spirit of mutual cooperation.
- 12.4. Notwithstanding the above, both Parties may mutually agree to refer operational disputes to a mutually acceptable independent sole arbitrator, which may include an expert employee of Energy Efficiency Services Limited.
- 12.5. Unresolved disputes shall be referred to a Sole Arbitrator through the **SCOPE (Standing Conference of Public Enterprises) Forum of Conciliation & Arbitration**.
- 12.6. The Rules of the SCOPE Institutional Arbitration Forum shall strictly apply, operating under the Indian Arbitration and Conciliation Act, 1996, and its subsequent statutory modifications or re-enactments.
- 12.7. The legal seat of the arbitration proceedings shall be **Patna**, and all hearings and documentation shall be conducted in the **English language**.
- 12.8. The administrative costs of the arbitration shall be equally shared between the Transport Department and the CPO, unless directed otherwise by the Sole Arbitrator.
- 12.9. Disputes or financial claims involving an aggregate value of less than **Rs. 5.0 Lakhs** shall be settled via joint Executive Committee consultation and shall not be referred to formal arbitration. The Executive Committee shall consist of Representative of both the Parties along with a Finance expert, mutually agreed to verify monetary claims. The representative from Department shall be nominated by the Secretary/Commissioner and from other party representative will be Project Head/AGM or from equivalent position. The same committee will redress the genuine grievances if any The Committee must deliver its decision or settlement proposal within 60 days of the first hearing. If both Parties accept the Committee's recommendation, it shall be recorded in writing and bind both Parties. If the Committee fails to resolve the dispute within 60 days, or if either Party rejects the recommendation, either Party may proceed to formal Arbitration as per of this Agreement.
- 12.10. The Courts at **Patna, Bihar** shall possess exclusive judicial jurisdiction over all matters, suits, or claims arising out of or in connection with this Agreement.

13. LIMITATION OF LIABILITY

- 13.1. Notwithstanding anything to the contrary contained within this Agreement, under no circumstances shall either Party, its directors, officers, or public employees be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including loss of potential profits, business revenue, data streams, or commercial opportunity.
- 13.2. This limitation applies whether the alleged claims arise under breach of contract, tort, or strict liability, irrespective of fault or whether either Party was advised in advance of the possibility of such damages.

14. MISCELLANEOUS LEGAL PROVISIONS

- 14.1. **Waiver:** No failure or delay by a Party to exercise any contractual right or require performance of a provision shall affect its right to enforce it later. Any valid waiver must be executed in writing by an authorized representative.

- 14.2. **Assignment Restrictions:** Neither Party shall assign, delegate, or transfer its contractual rights or performance obligations under this Agreement to a third party without the prior written consent of the other Party, with the sole exception of transfers made to direct corporate affiliate companies.
- 14.3. **Contractual Severability:** If any clause or provision of this Agreement is held to be invalid, illegal, or legally unenforceable by a court of competent jurisdiction, that specific provision shall be severed. The remaining text of the Agreement shall continue in full force and effect, and the Parties shall work to replace the severed clause with a valid provision that reflects their original commercial intent.
- 14.4. **Entire Agreement:** This document contains the entire understanding between the Parties and completely supersedes all prior discussions, oral communications, minutes of meetings, letters of intent, or preliminary correspondence regarding this project.
- 14.5. **Force Majeure Protocols:** Neither Party shall be held liable for a failure or delay in performing its obligations if caused by a Force Majeure event beyond its reasonable control, such as acts of God, extreme floods, earthquakes, lawful national strikes, lockouts, epidemics, public riots, or civil commotions. The affected Party must issue a formal written notice to the other Party within one (1) month of the occurrence and eventual cessation of the event. If Force Majeure conditions disrupt operations continuously for more than six (6) months, both Parties shall jointly meet to determine the future course of action or terminate the site allocation.
- 14.6. **Survival of Clauses:** Clauses tracking Representations and Warranties, Confidentiality, Intellectual Property Rights, Governing Law, and Dispute Settlement shall fully survive the natural expiration or early termination of this Agreement.

15. COUNTERPARTS AND NATURE OF RELATIONSHIP

- 15.1. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 15.2. **Nature of Relationship:** This Agreement is executed on a principal-to-principal basis. Nothing contained herein shall be construed to create an association, partnership, joint venture, employer-employee, or principal-agent relationship between the Transport Department and the CPO.

IN WITNESS WHEREOF, the authorized signatories of the Parties hereto have signed and executed this Memorandum of Agreement in duplicate on the date, month, and year first written above.

For and on behalf of

TRANSPORT DEPARTMENT
GOVERNMENT OF BIHAR

(Signature & Office Seal)

Name:

Designation:

For and on behalf of

M/S, <CPO Name>
(CHARGE POINT OPERATOR)

(Signature & Office Seal)

Name:

Designation:

CONCLUSION

This final draft operationalizes a structured partnership between the Government of Bihar and <CPO Name>. It ensures capital mobilization, swift site clearances, risk isolation, and commercial transparency across **xx no. of location in Bihar**. By establishing binding definitions, distinct CAPEX assignments, and clear decommissioning guidelines, the MoA establishes a scalable, contractually safe framework for rapid public EV infrastructure deployment.

16. LEGAL DISCLAIMER AND GOVERNMENTAL INDEMNITY

- 16.1. Sovereign Regulatory Preservation: This Agreement is executed strictly under the regulatory framework of the Bihar Electric Vehicle Policy, 2023. Nothing in this Agreement shall operate as a waiver, restriction, or limitation on the statutory powers, administrative discretion, or regulatory authority of the Transport Department, Government of Bihar, to enforce public safety, traffic management, and transport safety protocols.
- 16.2. Absolute Retention of Property Titles: The operational licenses and spatial permissions granted under this Agreement represent a temporary, non-exclusive, revocable license to utilize specific spaces at the designated Sites Owned/Operated by Transport Department (SOL). This instrument does not create any tenancy rights, permanent easements, leasehold interests, or transfer of ownership titles in favour of the CPO over any land parcel or public infrastructure.
- 16.3. Exclusion of State Financial Liability: The Transport Department makes no warranties, express or implied, regarding the commercial profitability, vehicle turnaround volumes, or continuous economic viability of the public charging stations. The CPO acknowledges that it assumes 100% of the commercial risk associated with the installation, operations, and market performance of the projects.

REFERENCES

1. State Transport Department, Government of Bihar official portal.
2. Bihar Electric Vehicle Policy, 2023 (Statutory Framework and Subsidized Power Tariffs).
3. Bureau of Indian Standards (BIS) & Central Electricity Authority (CEA) Safety Regulations.
4. Indian Arbitration and Conciliation Act, 1996 (SCOPE Institutional Forum Framework).

In the Presence of Witnesses:

1. Name & Signature: _____
2. Name & Signature: _____

ANNEXURE I: Schedule of specific allocated locations**Documents required from the CPO (Tentative list).**

1. Registered land deed between Transport Department, Government of Bihar and the CPO or between lessee and charge point operator in case of sub leased property.
2. Power of Attorney confirming powers on the person(s) who are competent to execute the MoU / Agreement.
3. Certified copy of Company Registration Certificate.
4. Copy of PAN Card.
5. Copy of GST Registration.
6. Self-Attested copy of Govt. ID Proof of the Authorized Representative.
7. Petroleum & Explosives Safety Organization (PESO) Approval in case electricity connection required for installation of EV chargers at Petrol Pumps/Gas Stations, shall be sought by CPO.
8. NOC from fire department (if EV charger is to be installed in the basement of a building).
9. EV Charger type test certificate from NABL Accredited Lab.
10. Undertaking on Stamp Paper for using power supply only for public EV charging.

----- End of the Document -----

Transport Department, Government of Bihar

CLARIFICATION

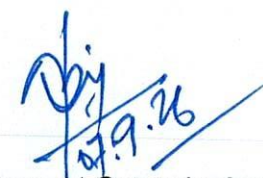
Tender ID: 05-269/2025-507 Dated: 08 July 2026

This Clarification document is being published by the Transport department Bihar for the project titled “Request for Proposal for Selection of Master System Integrator(MSI) to Design, Supply, Implement, Integrate and Commission Electronic Enforcement Systems at identified high-risk and risk density corridors and critical locations for Bihar State and operate & maintain the systems for a period of 10 years on PPP basis”

Clarification Tender ID 135379 reference no, 05-269/2025- 629 dated 07th September 2026

With reference to the queries received from multiple bidders, the department is reiterating the following critical clause to ensure complete clarity and uniform understanding among all bidders:

#	Particular	Clarification
1.	MSI Payment	The MSI shall be paid on the basis of CHALLAN ISSUANCE (effective Go-Live / Partial Go-Live) which is duly approved by the Enforcement Authorities Furthermore, wherever the RFP or any subsequently issued corrigendum states that payment to the bidder is linked to challan realization, the same shall be construed as payment being linked to challan issuance.



State Transport Commissioner

Bihar, Patna