

Amendment No.1

Ref. No: CESL/06/2026-27/CPO-MCG/262705005/Amendment-1

Date: 08/06/2026

To
M/s.....

Subject: Amendment No.1 in the tender for “**Selection of Charge Point Operators (CPO) for “Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning and Operation & Maintenance of Electric Vehicle Charging Stations on Build, Own, Operate and Maintain (BOOM) model of CESL in the identified locations of Municipal Corporation, Gurugram (MCG)”**”.

Reference:

1. Our tender no.: CESL/06/2026-27/CPO-MCG/262705005 for “**Selection of Charge Point Operators (CPO) for “Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning and Operation & Maintenance of Electric Vehicle Charging Stations on Build, Own, Operate and Maintain (BOOM) model of CESL in the identified locations of Municipal Corporation, Gurugram (MCG)”**.” dated: 14.05.2026.
2. Pre-Bid Meeting dated: 22.05.2026.

Sir/ Madam,

- a. Bid Schedule is amended as below:

Description	As per RfP	Amended As
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 14.05.2026 to 11.06.2026 up to 1400 hrs (IST)	Extended up to 30.06.2026, 1400 hrs (IST)
Online Bid Submission Period	From 14.05.2026 to 11.06.2026 up to 1430 hrs (IST)	Extended up to 30.06.2026, 1430 hrs (IST)
Technical e- Bid(s) Opening Date	From 11.06.2026 at 1500 hrs (IST)	Extended up to 30.06.2026, 1500 hrs (IST)

- b. For clarification/ Amendment(s)/Response to pre-bid queries, please refer Annexure below:

Rest all terms and conditions remain unchanged.

Thanking you,

For and on behalf of CESL
(a wholly owned subsidiary of EESL)



Signature :-
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a12b0df90330ce06ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=CONVERGENCE ENERGY SERVICES LIMITED, c=IN
User ID : mvenugopal
Serial No : 5CCE8401C20426EBE6B8F8D55A6735
PB : mvenugopal(MANGALI VENUGOPAL)
Date : 08-06-2026

Annexure				
Sr. No.	Particulars	Description as per RfP	Queries/ Clarification of the bidder	Amendments/Clarifications by CESL
1	Section-4, Eligibility and Qualifying Requirements- Annexure-2 Page 125	-	<p>We are PSU and we do not manufacture any Chargers. The requirement for participation in the subject tender is that the bidder should Class 1 or Class 2 local supplier with minimum local content of 50% for class 1 and more than 20% but less than 50% for class 2.</p> <p>We generally procure the chargers from third party and then install in our premises. Can we procure the chargers from third party and install. If yes, then are there any additional conditions or obligations to be performed by the charger OEM.</p>	<p>Clarification: The Bidder may procure EV chargers from a third-party/OEM and install the same, subject to compliance with the Eligibility and Qualification Requirements, including Make in India (PPP-MII) local content requirement (Section 4, Annexure 2) and all other terms as per the Tender.</p>
2	Section-4, Scope of Work – Penalty Provision, Clause no. 3.9, Page 112	Implementation Penalty: C1: Cost of revenue loss due to non-installation of EV charger from the date of issuance of LoA by CESL. The cost of revenue loss is calculated based on pro-rata basis considering revenue calculation at 15% or actual utilization rate, whichever is higher. Calculation of Penalty: $C1 = \sum (\text{Charger Rating (in kW)} * \text{Number of non-}$	“Penalty Provision” should be kept mild. There should not be a penalty imposed on the bidder for every scenario. In certain cases, an intimation or notice for necessary corrective action within the stipulated timeline should be considered instead.	<p>Amended as: Implementation Penalty provided in Section- 4 Part C - Clause 3.9 (Serial No.1) stands deleted.</p>



		commissioned chargers * 24 * number of days elapsed from date of issuance of LoA by CESL * 15% or actual utilization (whichever is higher) * 90% uptime * Agreed Revenue Sharing Price (in INR / kWh))		
3	Section-3, Extension of Time for Completion, Clause no. 40, Page 82	-	Any delay in DISCOM power connection or ground-level challenges faced during implementation due to LPE or local issues shall be intimated by the bidder, and the same shall not be considered under the penalty clause.	Clarification: Agreed and the same is already covered under clauses Section 4 Part C - Clause 3 (Service Level Agreement).
4	Section-3, Termination/ CESL May terminate the contract for any reason, Clause no. 42, Page 84	-	For installed sites where the bidder has already made significant investment, termination should be carried out in a controlled manner through mutual discussion or only in cases of material breach. The current condition stating that CESL can terminate the contract at any time without assigning any reason creates substantial exposure for the bidder, especially considering the CAPEX investment involved. In such a scenario, it would become difficult for the bidder to recover the invested CAPEX.	Clarification: The terms and conditions stipulated in Section 4 will supersede any contradictory / similar / overlapping terms and conditions in any other section / part of the tender.



5	Section-4, Part-B, Clause 8.2.1, Power Connection in the name of CESL, Page 100	<p>Power Connection: 8.2.1. The bidder shall be responsible for a new power connection & installation of energy meter from local DISCOM at its own cost. Power connection shall be in the name of CESL followed by selected bidder name and specific location address allocated for Electric Vehicle Charging Stations by CESL.</p>	<p>Please clarify whether the power connection is to be applied for by the bidder at its Own cost, as this would be a sunk investment and cannot be obtained in the name of CESL. In case of any dispute or contract termination, how will the bidder safeguard and recover its assets/investment associated with the power connection and related infrastructure?</p>	<p>Clarification: 1. Important to consider that the agreement had signed between MCG and CESL for site handover hence the bidder shall obtain the new power connection in the name of CESL only, followed by the selected bidder's name and site address, as stated in the tender. 2. Asset recovery in the event of termination will be governed by the exit management/ termination clauses.</p> <p>Amended as: Clause added to Section 4 (Part C) under Clause 9.1: Concession period, as below: 9.1.6. Upon completion of the Concession Period or earlier termination of the Agreement, if any security deposit and/or advance payment made by the Selected Bidder on behalf of CESL towards obtaining the power connection is reimbursed by the DISCOM/ distribution licensee to CESL pursuant to the Exit Management Clause, CESL shall reimburse to the Selected Bidder only the amount actually received by CESL from the DISCOM/distribution license.</p>
6	Section-4, Part-B, Clause 8.13.2, Adequate security measures of CCTV or security personnel, Page 102	<p>8.13 Operations of EV Public Charging Stations (PCS): 8.13.2: Bidder is required to provide adequate security measures whatsoever is required, including the installation of a CCTV system subject to the necessary approval from the concerned authority, allocating security</p>	<p>Deployment Of CCTV/security personnel should be at the sole discretion of the bidder only. This is an additional cost burden on the bidder and may impact the overall business viability. Since the investment is being made by the bidder, it should be the bidder's decision and responsibility to safeguard its</p>	<p>Clarification: Amended as: Section 4, Part B, Clause 8.13.2. of the RfP is revised as below: 8.13.2. Bidder is required to provide adequate security measures, including the installation of a CCTV system. In addition, the bidder may undertake other security measures whatsoever is required for</p>



		personnel as required for continuous monitoring and running of operations or other security measures as required without affecting the warranty of the EV chargers/equipment at each PCS.	assets in order to ensure revenue generation and recovery of the invested amount. In case of any theft incident, bidder will timely informed CESL with resolution timelines.	the same, without affecting warranty of the EV chargers/ equipment at each PCS.
7	Section-4, Part-B, Clause 8.13.4, CCU for real time monitoring, Page 103	-	CCU - It should be at the discretion of the bidder, as it is an additional expense that impacts the bidder financially. Currently, the revenue generation from EV charging is still limited, and such additional expenses and infrastructure requirements may make the business financially non-viable.	Clarification: No changes, clause remains same as RfP.
8	Section-4, Part-B, Clause 9.7.6, CESL right to negotiate, Page 108	CESL retains right to negotiate with the bidder(s). CESL also does not bind itself to accept the preferred bid before or after the negotiations and it reserves the right to accept or reject any bid, in whole or in part	It is a transparent bidding process, and there should not be any post-bid negotiation on pricing. Any such negotiation would impact the transparency and fairness of the bidding process. Therefore, this clause should be waived off.	Clarification: No changes, clause remains same as RfP. In cognizant of Section 4, Part B, Clauses 9.7.4, 9.7.5, and other terms and conditions of the RfP.
9	Section-4, Part-C, Clause 3.8, 90% Uptime, Page 111	Availability of chargers: The bidder must maintain charger availability for EV users at a minimum of 90% uptime on a yearly basis. This shall be measured in cumulative hours at the individual charger level (excluding power-failure related downtime, scheduled downtime).	Power outage and theft-related cases should be excluded, subject to timely intimation by the bidder.	Clarification: Please refer to Section 4, Part C, Clause 3.8 (Availability of chargers) and Clause 3.9 (Sl.No.3 (Charger Availability)), "Downtime due to power failure and non-availability due to schedule downtime are excluded". Amended as: 1. Section 4, Part C, Clause 3.9 (Serial No. 2). of the RfP is modified as per Annexure Y of this Amendment. The resolution is increased from



				48 hours to 7 days, and penalty calculation formula has been updated.
10	Section-4, Part-C, Clause 4.1, Incase H1 backs Out Page 114	<p>4: Action by CESL if H1 backs out:</p> <p>4.1. After emerging as a successful bidder(s), if the bidder backs out, the bidder will be put on the holiday list of CESL for a period of one year. During this tenure, the bidder will be barred from participation in the CESL tendering process. However, the bidder(s) has to continue the unexecuted work of the other prevailing work if any under the current running contracts. Simultaneously, the EMD submitted by such bidder against the subject tender will be forfeited. If the bidder(s) is exempted from submission of EMD, then the EMD amount will be adjusted from the payments due to the contractor against other running contracts. If there is no running contract of the bidder / no payment dues of the bidder, then CESL reserves the right to take any legal remedy as deemed fit to recover the penalty equivalent to the EMD amount through legal means.</p> <p>4.2. If any bidder backs out after the contract agreement,</p>	There should be an option for H2 or H3 bidders to match the H1 price and execute the contract in case the H1 bidder backs out.	<p>Clarification: No changes, clause remains same as RfP.</p>



		CESL reserves the right to forfeit the Security Deposits / Contract Performance Security.		
11	Section-4, Part-B, Clause 9.5.7, Service charge / End user tariff ceiling limits (INR/kWh) (inclusive of revenue sharing price to CESL), Page 107	-	In case the Government introduces any cap on EV charging selling price/tariff in the future, how will the commercial model be handled? Will there be any revision in revenue sharing or operational terms?	<p>Clarification: Revenue sharing under the RfP to the CESL is on the basis of the Agreed Revenue Sharing Price (INR/kWh) quoted by the Selected Bidder and shall remain valid for the entire concession period as provided in Tender document.</p> <p>Additionally, service charge and end-user tariff being subject to the ceiling limits notified under the Ministry of Power Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024 dated 17.09.2024, as amended from time to time.</p>
12	-	-	Is there any possibility that this project/site may come under the PM E-Drive scheme or any future government EV charging subsidy/incentive program?	<p>Clarification: No changes, clause remains same as RfP</p>
13	Section-4, Part-B, Clause 9.6.2, Page 107	-	Kindly confirm the total area allocated for EVCS setup, including parking and circulation space.	<p>Amended as:</p> <ol style="list-style-type: none"> Section 4, Part B, Clause 3.1. of the RfP is modified as per Annexure A of this Amendment, which includes, the total number of ECS allocated against each site. Section 4, Part B, Clause 9.6.2. of the RfP is modified as below: 9.6.2. Minimum 2 ECS (subject to the land availability provided by LPE) are allocated per site, maximum space depends on the land parcel provided by the LPE.



				<p>Clarification/Amended as: Preliminary survey provided in Annexure 4 of the Tender document were conducted prior to signing of agreement between MCG and CESL. The minimum parking space for each site shall be 2 ECS and maximum shall be as per Annexure X of this Amendment.</p>
14	Section-4, Part-B, Clause 8.3.1, Page 101	-	Kindly clarify how the per-unit electricity consumption will be calculated for billing/revenue sharing purposes through CMS data or based on the electricity bill/meter reading?	<p>Clarification: Please refer to Section-4, Part B, Clause 8.3.1. The electricity consumption (kWh) for revenue sharing will strictly be measured by the DISCOM's energy meter on monthly basis.</p>
15	Section-4, Part-B, Clause 3 & 9.6.2, Page 96 & 107	<p>9.6. Guidelines for bid submission: 9.6.2: Minimum 3 ECS (subject to the land availability provided by LPE) would be given per site, maximum space depends on the land parcel provided by the LPE. CESL will try to get land parcel of bigger sizes to accommodate more Charging Stations.</p>	<p>As per our understanding, for all surveyed locations, bid is expected on mentioned no. Of Fast charge points (CP's) and Slow Charge points (CP's). For e.g. For survey location 1, Sec 56 market following is the configuration for response to be submitted: > 2 DC Fast charge Points (2CPs) i.e. 01 No. DC Charger or minimum 50kW > 1 AC Slow charge Points (1 No. CPs)</p> <p>In all 3 chargers means 3 CPs, requiring total 3 ECS parking, against which survey report also mentioning 3 ECS parking space.</p>	<p>Amended as: 1. Section 4, Part B, Clause 3.1. of the RfP is modified as per Annexure A of this Amendment, which includes, the total number of ECS allocated against each site. 2. Section 4, Part B, Clause 9.6.2. of the RfP is revised as below: 9.6.2. Minimum 2 ECS (subject to the land availability provided by LPE) are allocated per site, maximum space depends on the land parcel provided by the LPE.</p> <p>Clarification/Amended as: Preliminary survey provided in Annexure 4 of the Tender document were conducted prior to signing of agreement between MCG and CESL. The minimum parking space for each site shall be 2 ECS and maximum shall be as per Annexure X of this Amendment.</p>



				For more clarity, Sector 56 market charging station will be having 5 ECS parking space against 2 Fast Chargers and 1 Slow Chargers.
16	Section-4, Part-B, Clause 9.5.2, Page 106	<p>9.5: Revenue Sharing:</p> <p>9.5.2: The selected bidder shall remit the revenue sharing payments due to CESL within ten (10) days from the date of invoice submission by CESL. Any delay beyond the stipulated period shall incur interest (@State Bank of India MCLR + 2%) for the period up to thirty (30) days from the date of invoicing. However, this provision does not bind CESL in any way from proceeding against the selected bidder (including forfeit of Performance Security, cancellation of LoA etc.).</p>	Request for relaxation in payment period.	<p>Amended as:</p> <p>Section 4, Part B, Clause 9.5.2. of the RfP is revised as below:</p> <p>9.5.2. The selected bidder shall remit the revenue sharing payments due to CESL within twenty-one (21) days from the date of invoice submission by CESL. Any delay beyond the stipulated period shall incur interest (@State Bank of India MCLR (1 year) + 2%) till the date payment received by CESL. However, this provision does not bind CESL in any way from proceeding against the selected bidder (including forfeit of Performance Security, cancellation of LoA etc.)</p>
Addendum				
With reference to the FAQs in respect of Public Procurement Policy for MSEs order, 2012, Dated: 25th March 2022.				
If the participating bidder is an MSE, then the goods procured must be from MSE only. Further, the bidder needs to submit the self-declaration to this regard on the company letter head.				



Annexure X: Amendment in Section 4, Part B, Clause 3.1.

3.1. CESL has undertaken an initial assessment of the locations, and the details of the locations along with the indicative number of EVCI are shared below. Please note that the actual number of locations may vary based on availability. In instances where the designated site is deemed unsuitable or unavailable for EV Charging Infrastructure, then CESL will collaborate with LPEs to identify and provide alternative locations.

CESL has undertaken an initial assessment of these locations. The corresponding preliminary survey report is appended as Annexure 4 of Principal Tender Document.

Sr. No.	State	Area (Municipal Corporation Gurugram)	Latitude & Longitude	Fast Charger (Minimum 50 KW - Power Level 3 & 4)	Slow Charger (Minimum 7 KW - Power Level 1 & 2)	Total No. of Charger	Parking space Available/Required (Equivalent Car Space)
1	Haryana	Sec 56 Market	Lat- 28.425545 Long- 77.09982	2	1	3	5 ECS
2	Haryana	Sec 29 Market	Lat- 28.468938 Long- 77.063328	2	1	3	5 ECS
3	Haryana	Sec 34 Near Marble Market	Lat- 28.427476 Long- 77.019008	2	1	3	5 ECS
4	Haryana	Subhash Chandra Bose Park	Lat- 28.474716 Long- 77.054094	2	1	3	5 ECS
5	Haryana	Parking DDR chowk	Lat- 28.458858 Long- 77.034846	1	0	1	2 ECS
6	Haryana	Sec 23A Huda Market	Lat- 28.504117 Long- 77.054156	2	1	3	5 ECS
7	Haryana	Sec 15 part II Market	Lat- 28.458513 Long- 77.044078	2	1	3	5 ECS
8	Haryana	Dundahera community Center	Lat- 28.512348 Long- 77.073379	3	1	4	7 ECS
9	Haryana	Sec 9 Market	Lat- 28.461953 Long- 76.996746	2	1	3	5 ECS
10	Haryana	Sector 10 Market	Lat- 28.453115 Long- 77.00301	2	1	3	5 ECS
11	Haryana	Sector 4 in front of community center	Lat- 28.474625 Long- 77.009895	1		1	2 ECS
12	Haryana	Sector 29 Market near lemon tree parking	Lat- 28.464578 Long- 77.065434	2	1	3	5 ECS
13	Haryana	Sector 31 Market near NH 48	Lat- 28.41618 Long- 77.044378	2	1	3	5 ECS



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 Date : 08-06-2026

Sr. No.	State	Area (Municipal Corporation Gurugram)	Latitude & Longitude	Fast Charger (Minimum 50 KW - Power Level 3 & 4)	Slow Charger (Minimum 7 KW - Power Level 1 & 2)	Total No. of Charger	Parking space Available/Required (Equivalent Car Space)
14	Haryana	Badshahpur Community Center	Lat- 28.398674 Long- 77.045208	1	0	1	2 ECS
15	Haryana	Sector-47 Community Center	Lat- 28.429718 Long- 77.0151042	2	1	3	5 ECS
16	Haryana	Sector-18, Sannath Road	Lat- 28.490291 Long- 77.066392	2	-	2	4 ECS
TOTAL				30	12	42	

Note:

1. The slow and fast chargers (definition provided in next section) shall comply with the Power levels defined in Annexure 1 of 'Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024' issued by Ministry of Power, Govt of India. Vide ref. No. 12/2/2018-EV (Comp No.241852) Dated: 17th September 2024 and subsequent amendments issued from time to time.
2. The number of Public Charging Station(s) to be set up on the sites as mentioned in the above table are indicative and are based on joint preliminary site assessment by CESL and LPE. After issuance of LoA, the Selected Bidder may submit proposal to CESL for increase / decrease of number of chargers at any location or modification of site based on feasibility assessment, along with relevant supporting documents. Such requests are permissible for up to 25% of the proposed sites. Further, any such change/other relevant changes shall be at the sole discretion of CESL and are subject to its final approval.



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PB : mvenugopal(MANGALI VENUGOPAL)
Date : 08-06-2026

Annexure Y: Amendment in Section 4, Part C, Clause 3.9 (Serial No. 2)

#	Defined Parameter	Requirement	Validation Procedure	Penalty
2	24x7 presence of security measures (including security surveillance system or security personnel) at sites	Resolution of theft / vandalism incidents (including chargers / EV equipment theft / vandalism) within 7 days of the occurrence of the incident at each allocated site.	Monthly charger status report verification by CESL.	<p>If the Selected Bidder fails to restore the concerned EV Charger within the aforesaid period of 7 days, penalty shall be applicable for the delayed period beyond such 7 days.</p> <p>The amount of penalty shall be calculated as follows:</p> <p>Penalty = C2</p> <p>C2 = Rating of the particular EV Charger × delayed hours beyond 7 days in achieving operational status of the PCS × quantity × 90% uptime × applicable utilization rate × Agreed Revenue Sharing Price (INR/kWh).</p> <p>Applicable utilization rate = Lower of:</p> <ol style="list-style-type: none"> 2 × Weighted average utilization of the preceding last 3 months; or 15%.



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 Serial No : 5CC EE8401C20426EBEB68F8D55A6735
 PB : mvenugopal(MANGALI VENUGOPAL)
 Date : 08-06-2026

Concession Agreement

This Concession Agreement (the “**Agreement**”) is entered into on this ____ day of [Month and Year] at _____[Place]

BY AND BETWEEN

Convergence Energy Services Limited, a wholly owned subsidiary of EESL, a JV of PSUs of Ministry of Power, Government of India incorporated under the laws of India and having its registered office at **9th Floor, Jeevan Prakash Building, 25, KG Marg, Connaught Place, New Delhi – 110001** (hereinafter referred to as “**CESL**” which expression shall mean and include its successor(s), administrator(s) and assigns) of the **FIRST PART**;

AND

_____ [CPO Name], having its registered office at _____ [Address], hereinafter referred to as “**CPO**”, which expression shall mean and include its successor(s), administrator(s) and representatives) of the **SECOND PART**.

“**CESL**” and “**CPO**” are hereinafter referred to as the “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. CESL collaborates with various stakeholder entities (including Central Govt./State Govt. organizations/PSUs/ULBs) to promote e-mobility in India by encouraging faster adoption of electric vehicles, for which CESL intends to facilitate development of infrastructure for EV charging through the identification and facilitation of suitable locations for development of Charging Point(s) for electric vehicles;
- B. CESL through its Detailed Invitation for Bids (IFB) dated2026 and Tender Document No.dated2026 had invited Bids from eligible CPOs for “Selection of Charge Point Operators (CPO) for “Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning and Operation & Maintenance of Electric Vehicle Charging Stations on Build-Own-Operate-Maintain (BOOM) model for CESL” under Asset-Lite Model. Under this new business model, CESL shall undertake procurement of Services of Charge Point Operators (CPOs) for survey, planning, procurement, supplying, installing, testing, commissioning, operation and maintenance of EV Charging Stations on BOOM basis on land parcels that CESL shall aggregate from government entities i.e. Municipalities, PSUs, Government bodies, etc., as part of the said Asset-Lite Model (the “**Project**”).
- C. As a part of this process/ model, CESL shall enter/ has entered into agreement(s) with land owning agencies on a revenue basis in line with the model revenue sharing agreement approved by Ministry of Power, Government of India vide their guidelines for installation and operation of **EV charging infrastructure- 2024 dated 17th September, 2024** and subject to changes as



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Serial No : 5CCCE8401C20426EBE68BF8D55A6735
PB : mvenugopal(MANGALI VENUGOPAL)
Date : 08-06-2026

per Amendments in MoP guidelines as and when notified or as mutually decided. The role of CESL in relation to land for identified locations for setting up of the charging stations, shall be limited to facilitating land partnership and necessary coordination with the land-owning agency or Land Providing Entities (LPE), and support for CPO.

- D. Pursuant to evaluation of the Bids received, [CPO Name] was declared as the CPO having quoted the highest Agreed Revenue Shared Price (Rs./kWh) for the MCG locations and was issued Letter of Award bearing no. / ____ dated ____ 2026 for implementing MCG locations Project at the identified locations in the city of Gurugram belonging to Municipal Corporation Gurugram (MCG) specified in the Bid Documents and in accordance with the applicable terms & conditions specified therein, the guidelines of the Ministry of Power/ Govt. of India, as applicable from time to time and provisions of the agreement to be executed between the Parties;
- E. [CPO Name] has provided Performance Security in the form of Contract Performance Guarantee (CPG) in favour of CESL by way of {Insurance Safety Bonds/ Account Payee Demand Drafts/ Banker's Cheque/ online payment/ Bank Guarantee} on [mention date].
- F. In view of the aforesaid, this Concession Agreement sets out the intent of the Parties in relation to the said Project.
- G. The CPO represents and confirms that it is entering into this Concession Agreement on the basis of proper examination of the data relating to the Sites (including any data as to boring tests) provided by CESL, and on the basis of information that the CPO could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the facilities as on bid submission date. The CPO acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Project.

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions and understandings set forth in this Agreement, the Parties hereby agree as follows:

1. Definitions and Interpretation

- 1.1. The capitalized terms wherever used in this Agreement, unless specifically herein defined, shall have the same meaning given to them under Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024 as framed by the Ministry of Power, Government of India dated **17th September 2024** and the subsequent amendments issued from time to time.
- a. **“AC”** shall mean Alternating Current Charging;
- b. **“Agreed Revenue Sharing Price”** (in INR/kWh) is an amount of *<specify the accepted per unit price>* to be shared by the CPO with the CESL in accordance with the provisions of this Agreement.



Signature :-
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User ID : mvenugopal
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PB : mvenugopal(MANGALI VENUGOPAL)
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- c. **“Agreement”** or **“Contract”** means this Concession Agreement, its recitals, the Annexures hereto and any amendments thereto made in accordance with the provisions contained in this Agreement executed between CESL and CPO;
- d. **“Agreement Date”** means the date of execution of this Agreement;
- e. **“Adjudicator”** means the person or persons named in the manner provided under this Agreement to decide or settle any dispute or difference between CESL and the CPO referred to him or her by the parties pursuant to the Dispute Resolution mechanism herein contained;
- f. **“Applicable Laws”** means all laws brought into force and effect by the Government of India or the State Government including rules, regulations, notifications and guidelines made thereunder including guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024 dated 17.09.2024 and other guidelines applicable to the Project or any part thereof (as amended from time to time) issued by the Ministry of Power, and judgments, decrees, injunctions, writs and orders of any court of record, regulatory authority, etc. applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the parties hereunder, as may be in force and effect during the subsistence of this Agreement.
- g. **“Build-Own-Operate-Maintain”** or ‘BOOM’ model means a business model in which a public/ government entity grants a private sector party the right to use of location/site for an agreed time period, finance, design, construct, own, operate and maintain a Project for a specified number of years.
- h. **“Centralized Control Unit”** or "CCU" means the dedicated monitoring facility or integrated system established and operated by the CPO to enable simultaneous, 24x7 real-time surveillance of all deployed Public Charging Stations. The CCU aggregates live feeds from CCTV cameras and other monitoring devices to oversee EVCI security, prevent theft and vandalism, and manage automated safety alerts.
- i. **“Charging Points”** refer to the physical slots where electric vehicles can connect to and recharge their batteries, which are equipped with the necessary infrastructure, such as electrical connectors, chargers and other support systems, to facilitate the charging process of the Electric Vehicles;
- j. **“Cluster”** refers to a group or collection of EV Charging Stations that are located in close proximity to each other in a specified area or location;
- k. **“Contract Value”** shall mean the total notional value of the Agreement, calculated by aggregating the expected revenue share across all chargers and all locations covered under the Agreement for the entire contract period.

The Contract value shall be determined as follows:



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Contract value = $\sum (\text{Charger Rating} * \text{Agreed revenue sharing price (INR/kWh)} * 15\% * 24 * 365 * 10 \text{ years (contract period)})$

- l. **“Completion”** means that the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of pre-commissioning of the Facilities, or such specific part thereof has been completed; and Commissioning has been attained as per Technical Specifications;
- m. **“Commissioning”** means trial/initial operation of the Facilities or any part thereof by the CPO, which operation is to be carried out by the CPO;
- n. **“Contract Period”** means the period starting on and from the Agreement Date and ending on the date of termination of this Agreement either due to efflux of time or otherwise;
- o. **“CPO”** means Charging Point Operator i.e. M/s _____ whose bid to perform has been accepted by CESL and to whom the Concession is awarded pursuant to the LoA and this Concession Agreement;
- p. **“CPO’s Equipment”** means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the CPO, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities;
- q. **“CPO’s Representative”** means any person nominated by the CPO and approved by CESL in the manner provided in this Agreement, to perform the duties delegated by the CPO; the name of the CPO’s Representative shall be conveyed in writing to CESL;
- r. **“DC”** shall mean Direct Current Charging;
- s. **“Downtime”** Refers to the time duration when EV charger is non-operational due to disruption in power supply or disruption in IT services (service side error) or both. In this context, the downtime due to disruption in power supply from the DISCOMs or SIM network issue will not be accounted for penalty. Therefore, here “Downtime” is accounted due to disruption in IT service or damaged / faulty equipment. Downtime is measured based on server-side error rate;
- t. **“Effective Date”** means the DD/MM/YYYY;
- u. **“Electric Vehicle (EV)”** means vehicles that operate on electric motor and rechargeable batteries;
- v. **“Electric Vehicle Supply Equipment (EVSE)”** means an element in the Electric Vehicle Charging Infrastructure (EVCI) that supplies electrical energy for recharging the batteries of Electric Vehicles;



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- w. **“Equivalent Car Space (ECS)”** means space required for parking one car (min 2.5m x 5m in dimensions) and further including the vehicle circulation space, the Equivalent Car Space (ECS) will be in the range 12.5 to 23 square meters, depending on whether it is open parking or basement parking;
- x. **Fast Charger:** A fast charger shall have a minimum rating of 50kW and shall follow the Power level 3 or 4 rating as defined in Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024 issued by Ministry of Power, Govt of India. Vide ref. No. 12/2/2018-EV (Comp No.241852) Dated: 17th September 2024 and subsequent amendments issued from time to time
- y. **“Facilities”** means the Plant and Equipment to be supplied and installed, as well as the Installation Services to be carried out by the CPO under this Agreement;
- z. **“GST”** shall mean Goods and Service Tax;
- aa. **“Installation Work”** means the construction and installation of Public Charging Stations and upstream supply system (if required), and the operation and maintenance thereof, all performed by or for the CPO at the identified site.
- bb. **“Installation Services”** means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the CPO under this Agreement, e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of CPO’s Equipment and supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of
- cc. **“KW”** shall mean rating of public EV charger;
- dd. **“Land Providing Entity (LPE)”** shall mean the Municipal Corporation Gurugram (MCG);
- ee. **“Letter of Award” or “LoA”** means the letter of award referred to in Recital (D);
- ff. **“Monthly Uptime Percentage”** means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month;
- gg. **“Operating Cost”** shall include direct electricity energy charge payment through payment gateway service provider appointed by CPO, salary of supervisor or equivalent level person designated for managing the backend system, salary of semi-skilled/skilled workers appointed by CPO for maintenance of chargers, annual maintenance cost of chargers, telecommunication cost, IT system cost, and customer support;



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- hh. **“Pre-Commissioning”** means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the CPO in preparation for Commissioning;
- ii. **“Project”** means the construction, ownership, operation and maintenance of Electric Vehicles (EV) Charging Stations at identified Public Charging Station Locations/SOL by the CPO in accordance with Applicable Laws and approvals granted;
- jj. **“Public Charging Station (PCS)/ Charging Station/ Electric Vehicle Charging Station (EVCS)/ Public Electric Vehicle Charging Infrastructure (EVCI)”** shall mean an EV charging station set up at the identified locations or Sites where any electric vehicle can get its battery charged;
- kk. **“Plant and Equipment”** means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the CPO under this Agreement (including the spare parts to be supplied by the CPO) but does not include the CPO’s Equipment;
- ll. **“Sites”** means identified pieces of the land, free from encumbrances, provided by the LPE for the Project, as specified under **Annexure-A**, where the Public Charging Station(s) are to be set up;
- mm. **Slow Charger:** A slow charger shall have a minimum rating of 7kW and shall follow the power level 1 or 2 rating as defined in Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024 issued by Ministry of Power, Govt of India. Vide ref. No. 12/2/2018-EV (Comp No. 241852) Dated: 17th September 2024 and subsequent amendments issued from time to time.
- nn. **“System”** includes the charging points, assemblies, converters, switches, wiring devices and wiring,
- oo. **“Term”** shall mean a period of 10 (ten) years starting from the earlier of: (i) six months from the Effective Date, or (ii) the date of installation of the last Charging Point at the identified Sites in terms of this Agreement.

1.2. Interpretation

- a. Words comprising the singular shall include the plural & vice versa.
- b. An Applicable Law shall be construed as reference to such applicable law including its amendments or re-amendments from time to time.
- c. A time of the day shall save as otherwise provided in this Agreement be construed as a reference to Indian Standard Time.
- d. Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any difference between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.



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- e. The table of contents and headings or sub-headings in this Agreement have been inserted for case of reference only and shall not affect the interpretation of this Agreement.
- f. All references herein to Clauses and Annexure shall be deemed to be references to Clauses of and Annexure to, this Agreement unless the context shall otherwise require. All Annexure attached hereto shall be deemed incorporated herein as if set forth in full herein. The terms “clause(s)” and “sub- clause(s)” shall be used herein interchangeably. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “include”, “includes”, and “including” shall be deemed to be followed by the words “without limitation”.
- g. Unless expressly contradicted or otherwise qualified, (i) all references to a Person also refer to that Person’s successors and permitted assigns, including permitted transferees, and (ii) all references to and definitions of any agreement, instrument or statute herein or in any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as from time to time may be amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.
- h. The Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

1.3. Concession Agreement and Order of Precedence

This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- (i) This Agreement;
- (ii) Letter of Award;
- (iii) Corrigendum/ Addendum;
- (iv) All other agreements and documents forming part hereof or referred to herein.

2. Grant of Concession and Scope of the Project

2.1. The Concession



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Subject to and in accordance with the provisions of this Agreement, Applicable Laws and approvals granted, the CESL hereby grants to the CPO the concession set forth herein including the exclusive right, license and authority for procurement, supply, installation, commissioning, and operation & maintenance of EV charging station (slow/ fast) at locations specified herein (the “**Project**”) for a period of 10 (ten) years commencing from the Effective Date (the “**Concession**”), and the CPO hereby accepts the Concession and agrees to undertake and implement the Project subject to and in accordance with the terms and conditions set forth herein.

2.2. **Scope of the Project**

Commencing from the Agreement Date, the scope of the Project to be implemented by the CPO at its cost, shall mean and include:

- a. Survey, location assessment, planning, procurement, supply, installation, commissioning, and operation & maintenance of EV charging station (Slow/ Fast) at locations specified in **Annexure-A** or at any other site assessed and selected by the Parties subsequently in terms of this Agreement.
- b. Making all types of capital and O&M investment in implementing the Project (including the power infrastructure to be installed).
- c. Obtaining all approvals and permits as may be required for the Project.
- d. Preparing the land parcels and plan the EV charging Stations to ensure that the designated number of EV charging points/ swapping docks are accommodated, with ease of ingress/ egress and circulation that does not obstruct pedestrian or vehicular traffic.
- e. Maintaining accurate and up-to-date operating logs, records and monthly reports regarding the O&M of Public Charging Stations.
- f. Procuring spares parts, overhaul parts, tools, Plant and Equipment, consumables, etc. required to operate and maintain the Project in accordance with the prudent Charging Stations practices and having regarded to warranty recommendations during entire period or operation and maintenance.
- g. If required, deploying skilled and adequate staff at the Charging Stations, including the security and safety of the Plant and Equipment installed thereat, will be within CPO’s scope.
- h. Performance and fulfillment of all other obligations of the CPO in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the CPO under this Agreement & Applicable Laws.

3. **Scope of Work of CESL**



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CESL shall play the role of a Program Manager for overall facilitation and supervision of the implementation of the Project by the CPO and shall be primarily responsible for following:

- a. Signing of revenue sharing agreements with LPE for making available Sites for Charging Stations.
- b. Fulfilling the responsibilities and obligations assigned to it in the revenue sharing agreement executed with LPE including providing encumbrance free land(s) for implementation of EV Charging Infrastructure to the CPO for a period of 10 years.
- c. CESL, through its state coordinators, shall provide support to CPO on the following:
 - i. guidance for undertaking location assessment.
 - ii. facilitate coordination with LPE and CPO for fulfilment of their scope
 - iii. raising, verify, validate invoices to CPO
 - iv. coordination with CPO to ensure that all payment to CESL is done in a timely manner.
 - v. coordination with CPO to ensure that all payment to LPE is done in a timely manner.

4. Role, Responsibilities and Rights of LPE

Subject to signing of the revenue sharing agreement between CESL & LPE and the CPO discharging its obligation of making payment of the Agreed Revenue Sharing Price to CESL in terms of this Agreement, CESL shall ensure that the LPE performs the following roles and responsibilities:

- a. Provide Right of Way and license to use the Sites in accordance with the provisions of the signed agreement between CESL and LPE.
- b. Provide adequate vacant land, free from all encumbrances at the identified Sites as per **Annexure-A** or as may be mutually agreed from time to time.
- c. Facilitate the CPO for Electricity connection by providing relevant documents.
- d. Provide alternate option for land/site, if the Site where EVCI is already installed is to be evicted/closed by LPE.

5. General Obligations of the CPO

- 5.1. Subject to and on the terms and conditions of this Agreement, the CPO shall, at its cost and expense, procure, design, manufacture (including associated purchases and/or subcontracting), install, complete, commission, testing, operation and maintenance of the Project and the facilities including the power infrastructure to be installed, with due care and diligence in accordance with the terms set forth herein and Applicable Laws.
- 5.2. The CPO shall be completely responsible for raising the funds for financing the proposed numbers of Electric Vehicle Charging Stations including the power infrastructure to be installed.



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5.3. The CPO shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement and LOA, be responsible for the following:

- a. Procurement, installation, testing, and commissioning of the EV Charging Stations at the identified locations/ Sites, including obtaining separate power connection, transformers and meter at its own cost;
- b. Obtaining all necessary approvals, licenses and permits from all local, state or national government authorities or public service undertakings in the State where the Site(s) are located that are necessary for successful testing, commissioning, operation and maintenance of the Charging Stations and for the performance of this Agreement in general, shall be in the scope of CPO, including without limitation, visas for the CPO and Sub-contractor or CPO's personnel and entry permits for all imported CPO's Equipment;
- c. Ensuring compliance with all Applicable Laws and standards prescribed in accordance with various guidelines, notifications, etc. issued by the Ministry of Power including Circular No. 12/2/2018-EV dated 17.09.2024 titled as 'Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024' and its amendments from time to time, during the implementation of the Project;
- d. Operating and maintaining the EV Charging Stations, including regular inspections, repairs and maintenance at its own cost as well as upgradation and refurbishing of same in line with the technological advancements and business needs from time to time;
- e. Ensuring the security and safety of the PCS/ EVSE/ EVCI. In the event of any damage to the Site facilities or property due to any fault on part of the CPO's Equipment, the CPO will be liable to make good the losses to CESL/ LPE for the same;
- f. Shall keep the entire premises neat & clean and free from any garbage;
- g. Providing regular reports to CESL on the performance of the Charging Stations/ EVSE/ EVCI;
- h. Arranging deployment of qualified and suitable manpower and required necessary tools, logistics, spares & consumables during installation, commissioning and O&M of Public Charging Stations;
- i. Safety being of paramount importance, the CPO shall take all safety precautions in connection with the setting up and operation of the Electric Vehicle Charging Stations to ensure safety of the user (BIS standards and amendments if any, also other safety standards issued by authorized Govt agency for setting up and operation of the Electric Vehicle Charging Stations). Safe operations of the Charging Stations including compliances related to electrical and fire safety have to be ensured by the CPO;
- j. CPO agrees to support in the tracking and verification of Carbon Emission Reductions attributable to Chargers deployed by it under this Agreement.



CPO shall have the right to prepare and monetize the carbon assets generated under the Project meaning thereby that the CPO shall have the right to register the project under any scheme launched by Government of India/ CESL in this regard and/ or voluntary market registries. The monetization of any carbon assets from the operations of the Charging Stations and any carbon credits generated from Charging Stations during the Contract Period shall be attributable to the CPO and CESL in the ratio of 90%:10%. Should CESL decide to pursue carbon credits for the EV traffic coming through these categories of Charging Stations, CPO is expected to cooperate;

- k. Providing customer support and resolving any issues related to the Charging Stations. The CPO shall provide users a call center number with prompt grievance redressal mechanism for challenges in using the Charging Stations. Standards of quality will be maintained by the CPO and will be monitored periodically by CESL;
- l. CPO shall perform or contract for and oversee the performance of periodic overhauls or maintenance required for the Charging Stations facility in accordance with the recommendations of the Original Equipment Manufacturers (OEM).

5.4. **Safety, Functionality and User Experience**

- a. All EVSE to be installed as a part of the Project should have been type tested by an agency/lab accredited by National Accreditation Board for testing and Calibration Laboratories (NABL) from time to time and these EVSE should comply with Bureau of Indian Standards (BIS) as indicated at Annexure-I of the 'Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024' issued by the Ministry of Power vide Circular No. 12/2/2018-EV dated 17.09.2024. The Functionality and User Experience requirements shall be as specified in ANNEXURE-II of the aforesaid Guidelines.
- b. A copy of the warranty certificates of the installed Equipment (EVSE) shall be submitted to CESL by the CPO within 03 days from the date of commissioning of EVSE for information. Equipment shall carry the standard warranty as per Industry standards.
- c. Safety & Connectivity of Electric Vehicle Supply Equipment requirements shall be as specified in CEA "Measures relating to Safety and Electric Supply" Regulations 2023 as amended from time to time and CEA "Technical Standards for Connectivity of the Distributed Generation Resources" Regulation (2013) as amended from time to time.

5.5. **Charging Station Configuration:** The configuration of Charging Station shall be as specified in the RFP document read with the 'Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024' issued by the Ministry of Power vide **Circular No. 12/2/2018-EV dated 17.09.2024.**

5.6. **Charging Management System (CMS):** The charging station shall be operated through the cloud-based solution technology by the CPO. Charging



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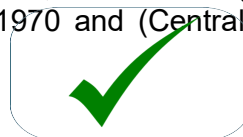
stations will also be hosted on the CMS of CESL (existing or new or appointed Third party) and CPO shall ensure that there is OCPI integration capabilities between software system of the CPO and CESL. To enhance Charger utilization, CPO may ensure OCPI integration with multiple CMS of Third-Party vendor. Furthermore, CPO should ensure that CESL receives real time notifications and on-demand reports on all charging stations through app and dashboard.

5.7. **Power Connection:**

- a. The CPO shall be responsible for a new power connection & installation of energy meter from local DISCOM at its own cost. Power connection shall be in the name of CESL followed by CPO's name and specific location address allocated for Charging Stations by CESL.
- b. The CPO shall be responsible for collecting the electricity bill every month from CESL or the concerned DISCOM and ensuring its timely payment before the due date. CESL shall also include the CPO's email address with the DISCOM (if such provision is available) to facilitate the direct receipt of monthly electricity bills by email or to download from the DISCOM portal.
- c. The CPO is required to submit a copy of the electricity bill to CESL within 48 hours of its issuance by the DISCOM for each location. The copy shall be submitted preferably via email. This practice shall be followed throughout the Term/ Contract Period.
- d. CPO is required to apply and avail electrical connection within the period of 30 days from the concerned DISCOM. If there is any delay in providing the electrical connection by the concerned DISCOM beyond the period of 30 days or from the date of installation of the charging station whichever is earlier, then the CPO shall intimate CESL and LPE for necessary support.
- e. The cost of electricity consumed including surcharge, duty, demand charges, contingency for power purchase adjustment charges, etc. and all operating and maintenance expenses related to Charging Points shall be borne by the CPO. Also, electricity payments as per the billed units by DISCOMs have to be paid within the due date. Any late payments related issues and disconnection by DISCOMs have to be dealt by the CPO only without any liability of CESL and/ or LPE.

5.8. **Safety, Labour Law and Statutory Compliance**

- a. The CPO shall ensure all safety guidelines, rules and regulations, labour laws, statutory compliances, etc. CPO indemnify CESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by CPO as per settlement solely. CESL has no role to play in this matter.
- b. CESL would not be responsible for any lapse on the part of the supplier/contractor/agency in compliance of the provisions of any Labour Laws, viz. Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971, Industrial



Dispute Act, 1947 and (Central) Rules 1957, Employees' State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 (EPF), Gratuity, Bonus and any other provisions of the laws in force, etc. CESL will not assume any responsibility thereto. CESL shall not be responsible to bear any extra cost due to any statutory/other obligations arising during the currency of this Agreement.

- c. The CPO shall keep CESL and LPE fully indemnified from any liability that may arise on account of any actions, performance or non-performance by its personnel, agents, contractors, suppliers, etc. of any of the terms and conditions of this Agreement or any Applicable Laws in force from time to time.
- d. The CPO shall be solely responsible for payment of wages/salaries and allowances to their personnel, and for any increase thereof that might become applicable under any Applicable Laws/new act or order of concerned competent authority of the Central/ State Government.
- e. The CPO will be responsible for compliance with all Central and State laws as per rules/regulations/byelaws and order of the local authorities and statutory bodies as may be in force from time to time during the Contract Period. CESL at its discretion may ask for necessary proof for adherence of these statutory norms. PF and ESI challan shall be mandatorily submitted along invoices.

5.9. Insurance

The CPO shall at all times and from time to time at its own cost and expense obtain and maintain comprehensive business liability insurance in nature for any and all type of vendor, customer and or third-party liabilities including covering legal costs against lawsuits, for appropriate & adequate amounts during the continuance of this Agreement from a well reputed insurance company against all risks including but not limited to third party risk to persons and properties, fire and explosion risk, riot risks, loss of Plant and Equipment/ CPO's Equipment, System risks, etc. covering all aspects of installation and operation of the Charging Stations installed at the Sites. Evidence of such insurance shall be provided by the CPO to CESL and LPE within 15 days of policy issuance and annually thereafter. The CPO shall keep the LPE and CESL fully indemnified and harmless in this regard.

- 5.10. Any other activities considered necessary for setting up Public Charging Station(s) for electric vehicles at provided locations or other suitable locations on mutually agreed covenants, which are not specifically set out herein, but which may be identified at a later date, shall be included via mutual discussion.

5.11. Operations of the Charging Stations

- a. The CPO shall take complete responsibility for the operations of Charging Stations including all the associated infrastructure developed from the date of issuance of LoA till the end of the Contract Period.
- b. CPO is required to provide adequate security measures, including the installation of a CCTV system.



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- c. In addition, the CPO may undertake other security measures whatsoever is required for the same, without affecting warranty of the EV chargers/equipment at each PCS.
- d. The CPO will be solely responsible for ensuring the safety of the PCS and users at the charging station locations. Proper monitoring of the locations must be ensured to prevent damage/tampering to the PCS and associated infrastructure including any parking conflicts and related issues. Further, the cost of any damage to the PCS and associated infrastructure shall be borne by the CPO.
- e. The CPO shall be fully responsible for replacement of any/ all component of the EV chargers and allied infrastructure, those not covered under the standard warranty terms by the OEMs/ suppliers. All cost related in this regard, have to be borne by the selected CPOs and all such replacements have to be completed to comply with defined SLAs.
- f. The CPO agrees to ensure continuity in operation of the Charging Stations at the allotted locations, even at the time of disputes, unless CESL explicitly provides written notice to cease operation by CPO. Any communications related to operational issues must be submitted in writing to CESL, with a copy sent to Head – EVCI.
- g. **Centralized Control Unit (CCU) for Real-Time Monitoring and Security:**
 - i. CPO shall establish a dedicated Centralized Control Unit (CCU) for ensuring the security of PCS to avoid incidents of theft and vandalism. The CCU shall enable simultaneous and continuous, real-time monitoring of all sites through CCTV and other monitoring devices.
 - ii. All site-level monitoring equipment must be seamlessly integrated with the CCU to provide live feeds and automated alerts for any suspicious activities or hardware breaches
 - iii. Surveillance footage and security logs shall be maintained for a minimum period of 7 days. The CPO shall provide unhindered access to the real-time feeds, recorded footage, and security reports to CESL immediately upon request.
 - iv. In the event of non-compliance, penalties shall be imposed as per the Service Level Agreement as specified in this agreement.

5.12. Gender Inclusion

CPOs are encouraged to include women in ground fleet, and they be provided training and be well-equipped to manage the station. CESL is supported by multiple development partners where gender inclusion is a priority.

5.13. Clearing of Site at the end of the Term

The CPO shall, if advised by CESL, clear all the debris / scrap / Plant and Equipment in line with Govt. of India's guidelines and rules for waste



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management and disposal of waste, at the end of the 10 years of O&M period at no extra cost to CESL/LPE.

5.14. **Maintaining of Records and Submission of Monthly Reports**

The CPO shall maintain accurate and up-to-date operating logs, records and monthly reports regarding the O&M of the Charging Stations

5.15. **Taxes, Duties and Levies**

- a. All prices in contract are exclusive of GST. The CPO should ensure all the GST compliances are fulfilled for the GST collected from CESL and same should be reflected on GST portal (GSTR-2A) in credit of CESL. Any other charges/cost/TA/DA/manpower is also included in the Contract Price.
- b. GST will be reimbursed on actual basis. If there is increase or decrease in the taxes and duties subsequent to the Bid Due Date but within the Contract Period due to change in rate or introduction of new tax or deletion of existing tax or interpretation/application of tax, etc. CESL will reimburse the actual tax.
- c. In case of failure of the CPO to achieve completion within the timelines as per this Contract, CESL will not be liable to compensate for any increase in taxes and duties due to change in rate or introduction of new tax or interpretation/application of tax, etc. during the extended period. However, in case of decrease in taxes and duties due to change in rate or deletion of existing tax or interpretation/application of tax etc., in the event of late delivery after the Effective Date.

5.16. **End User Charging Fee and Service Charges for Charging Stations**

- a. The CPO shall be entitled to charge or determine charging fee and service fee to be charged by the CPO from the end customers/ end Users for availing the electric charging services at the charging locations, at the rates determined by it (subject to any ceiling limit) in compliance with the latest CEA/ MoP/ SERC/ State Regulations or as per latest guidelines/ amendments thereof issued by the concerned Govt. authority/ agency from time to time.
- b. The CPO shall prominently display at the EV Charging Stations:
 - i. charging rates per unit;
 - ii. Applicable service charges.

6. **Performance Security**

The CPO has to provide a Performance Security in the form of Contract Performance Guarantee (CPG) for the package awarded to it within 28 days of issuance of the LOA as detailed therein. The Performance Security should remain valid for the entire duration of this Agreement and shall be returned back to the CPO (if subsisting and not already appropriated) without any interest by CESL within 60 (sixty) days of successful completion of this Agreement provided there are no subsisting claims/ payments due of CESL.



or LPE. The Performance Security shall be partially/ or fully invoked and forfeited by CESL in the event of any default in performance or breach of its obligations including payment default by the CPO under this Agreement.

7. Terms of Payment of Agreed Revenue Sharing Price

- 7.1. In consideration of the Project awarded to the CPO and role performed by CESL, the CPO shall pay to CESL, a fixed revenue of Rs.____/kWh from charging services for all the charging locations starting from first year of billed units (of DISCOM).
- 7.2. The revenue sharing mechanism shall be calculated based on the per unit consumption of electricity (kWh) by the Charging Stations. This electricity consumption (kWh) will be measured as per the DISCOM's energy meter on a monthly basis or in accordance with the DISCOMs billing cycle for each location of EV Charging Stations.
- 7.3. For the purpose of revenue sharing, CPO shall furnish the complete details of accounting of the billed units to CESL for transparency and shall be governed by confidentiality under this Agreement.
- 7.4. CESL shall not be responsible for any billing errors made by the DISCOM. Any such discrepancies or issues shall be resolved directly by the CPO with the concerned DISCOM.
- 7.5. CESL shall only consider units (kWh) billed by the DISCOM for the purpose of revenue sharing calculations. Under no circumstances shall CESL entertain any discrepancies raised by the CPO if the DISCOM meter readings include electricity used for other purposes at the Sites allocated by CESL to the CPO. CESL's decision on this matter will be final and binding on the CPO.
- 7.6. It is the CPO's responsibility to ensure that the EV tariff connection is exclusively used for EV charging stations, adhering to the applicable guidelines of the concerned DISCOM.
- 7.7. CESL also reserves the right to request the disconnection of the electricity meter from the concerned DISCOM, if the CPO fails to make the required Agreed Revenue Sharing Price payments to CESL within the stipulated timelines.
- 7.8. The entire applicable payment of monthly Agreed Revenue Sharing Price shall be made by the CPO in one installment and no part payment shall be allowed. The CPO shall remit the revenue sharing payments due to CESL within twenty-one (21) days from the date of invoice submission by CESL. Any delay beyond the stipulated period shall incur interest (@State Bank of India MCLR (1 year) + 2%) till the date payment received by CESL. However, this provision does not bind CESL in any way from proceeding against the CPO (including forfeit of Performance Security, cancellation of LOA etc.).
- 7.9. Upon such encashment, the CPO is obligated to submit a new Performance Security for the original amount within twenty-one (21) days from the date of the encashment. Any excess funds realized through the encashment shall be adjusted against future Agreed Revenue Sharing Price payments.



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7.10. Without prejudice to the right of CESL to terminate the Agreement for breach by the CPO, failure to submit a new Performance Security by the CPO within the specified timeframe shall result in CESL applying for disconnection of the electricity meter at the allocated locations. CESL shall not be liable for any/ all direct or indirect losses arising from this action; the CPO shall be solely responsible for all direct and indirect consequences of any nature whatsoever. The CPO shall be responsible for all costs associated with reconnection, including related fees and charges required for reinstating the connection through concerned DISCOMs.

8. Branding & Advertisement

- 8.1. CPO shall have right of branding activities in and around of or peripheral to charging units at the location as per branding policy of the CESL and LPE
- 8.2. Advertisements of any kind will not be permitted on the charger or any other real estate located at the site.
- 8.3. Co-branding by the CPO along with LPE and CESL logo shall be allowed subject to the condition that the CPO shall obtain the necessary approval from CESL for co-branding/ display of logo from CESL.

9. Site Selection, Allocation, and Flexibility for Public Charging Stations

- 9.1. The overall survey and location assessment will be the responsibility of the CPO. Factors on which location assessment would depend are as follows:
 - a. availability of sufficient space for parking different vehicle segment (ex: 2W, 3W, 4W, Electric Buses);
 - b. based on the location feasibility space shall be provided for charging of medium & heavy-duty electric vehicles (e-buses and e-trucks) subject to approval by CESL and subject to availability of adequate space (vacant and encumbrance free) with LPE for the same;
 - c. feasibility for upstream electrical infrastructure;
 - d. ease of access to power connection within limited time as per MoP guidelines;
 - e. availability of populated areas like marketplaces, restaurants etc. nearby;
 - f. average time spent by EV vehicle owners at a particular location. For example: where EV vehicle users prefer to stay for longer duration, charging hub can be installed; however, fast chargers may be required at a location where vehicle users stay for a short duration.
- 9.2. Based on the location assessment by the CPO, the Parties subject to concurrence of the LPE shall jointly select the identified locations based on availability of adequate space at each location for developing upstream electrical infrastructure through DISCOM/ CPO as necessary for Charging Stations and feasibility of operation of the same without affecting regular operation of the identified locations/ Sites.



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- 9.3. The number of identified locations in **Annexure-A** considered for Charging Stations and would not be a binding number and could increase/ decrease seeing the potential, increase in business volume, less vehicle turnaround etc., if any. Subject to availability of land with the LPE, each Site/ location will be allocated a minimum of 2 ECS (Equivalent Car Space). The addition or deletion of Charging Stations, including any substitute of the Sites specified in **Annexure-A**, shall be subsequently agreed to in writing by the Parties and the LPE; and such new/ substituted Sites shall form part of **Annexure-A** and governed in accordance with the provisions of this Agreement.
- 9.4. Any other activities considered necessary for setting up Charging Stations at provided locations or other suitable locations on mutually agreed covenants/commercials arrangements, which are not specifically set out herein, but which may be identified at a later date, shall be included by mutual discussion and consent of the Parties and the LPE.

10. Service Level Agreement

In the event of any delay in completion of Installation Work and/ or commencement of operations by the CPO at the awarded Sites/ locations as per **Annexure-A** beyond the stipulated period/ Effective Date, Liquidated Damages (LD) shall be applicable. However, LD will not be applicable for the period when the delay cannot be attributed to any default or non-performance on the CPO's part. The detailed provision in this regard is specified in the LoA and its subsequent amendment, and the same shall be deemed to be part of this Agreement.

11. Term and Termination

- 11.1. This Agreement shall come into force from the Agreement Date and remain in force during the 'Term' as defined under Definitions above. Subject to concurrence by the LPE, this Agreement may be further extended for a period as decided and agreed mutually in writing by the Parties.
- 11.2. Either Party may terminate this Agreement by giving a written notice to the other Party with a copy thereof marked to the LPE, under the following circumstances provided the breach is not remedied within the cure period as specified in Sub-clause 11.3 below:
- Material Breach: Failure of either Party to perform or comply with any material term or condition of this Agreement.
 - Insolvency: If either Party becomes insolvent, declares bankruptcy, or initiates any procedure for liquidation or reorganization.
 - Non-Payment: Persistent failure of the CPO to make Agreed Revenue Sharing Price payments or any other dues within the stipulated time frames despite reminders.
 - Regulatory Breach: Any violation of applicable laws, guidelines, or government regulations that materially impacts the performance of this Agreement.



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11.3. Cure Period

- a. Upon receiving a notice of breach, the defaulting Party shall have a period of thirty (30) days to remedy the breach.
- b. If the breach is not remedied within the stipulated cure period, the non-defaulting Party shall have the right to terminate this Agreement immediately upon providing written notice of termination to the defaulting Party.

11.4. This Agreement can also be terminated with the mutual consent of both the Parties without assigning any reason.

11.5. Consequences of Termination

Upon Termination of this Agreement due to any reason:

- a. The CPO shall immediately cease all operations at the designated Sites and vacate the Sites within 30 (thirty) days from the date of termination, after dismantling all the System, Plant and Equipment, etc. at its own cost and restoring the Sites to its original condition.
- b. The CPO shall clear all dues payable to CESL, LPE or any third parties, including DISCOMs.
- c. Both Parties shall settle all financial obligations within 30 (thirty) days of termination.
- d. In the event, the termination of this Agreement, is due to any defaults/ reasons attributable to the CPO, CESL reserves the right to encash the Performance Security provided by the CPO to recover any outstanding dues or damages incurred.
- e. Provisions concerning confidentiality, indemnity, intellectual property rights, and dispute resolution shall survive termination.

11.6. Upon completion of the Concession Period or earlier termination of the Agreement, if any security deposit and/or advance payment made by the CPO on behalf of CESL towards obtaining the power connection is reimbursed by the DISCOM/distribution licensee to CESL pursuant to the Exit Management Clause, CESL shall reimburse to the CPO only the amount actually received by CESL from the DISCOM/distribution licensee.

12. Representations and Warranties

12.1. Each Party represents and warrants to the other Parties that:

- a. it has power to execute, deliver and perform its obligations under the Agreement and all necessary corporate and other actions have been taken to authorize such execution, delivery and performance;
- b. it has all requisite power and authority, and does not require the consent of any third party to enter into this Agreement and grant the rights provided herein;



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- c. the execution, delivery and performance of its obligations under the Agreement does not and will not: (i) contravene any Applicable Law, or any judgment or decree of any court having jurisdiction over it; or (ii) conflict with or result in any breach or default under any Agreement, instrument, regulation, license or authorization binding upon it or any of its assets.
 - d. it shall not violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; and
 - e. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- 12.2. In the event that any of the representations or warranties made/given by a Party cease to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

13. Confidentiality

- 13.1. During the subsistence of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Party receiving any information and/or document which are marked as Confidential (hereinafter referred to as the "Confidential Information") shall:
- a. keep the Information confidential;
 - b. not disclose the Confidential Information to any other person without the prior written consent of the Party disclosing such information (hereinafter referred to as the "Disclosing Party") except to its employees, agents, shareholders, investors, partners and advisors on a strictly need-to-know basis, and upon such person executing a non-disclosure undertaking in respect of the Confidential Information in a format reasonably satisfactory to the Disclosing Party.
 - c. not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement; Without the prior written consent of the Disclosing Party, not to make a public announcement or any other disclosure of the Confidential Information except as required by any legal stipulation applicable to it. In case of such disclosure required by legal stipulation, a Party which is required to make such disclosure shall, as soon as practicable after it is made aware of the requirement to make such disclosure, inform the Disclosing Party of the need to disclose such Confidential Information, the content thereof and the legal stipulation which requires disclosure of such Confidential Information.
- 13.2. Notwithstanding the provisions in Clause 12.1, CESL receiving any information and/ or document marked as Confidential (hereinafter referred to as "**Confidential Information**") may disclose such Confidential Information to the CPO on a strictly need-to-know basis, solely for the purpose of fulfilling obligations under this Agreement, provided that such disclosure is



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accompanied by a non-disclosure undertaking executed by the CPO in a format reasonably satisfactory to the Disclosing Party.

- 13.3. The obligations pertaining to Confidentiality contained in the relevant clauses above shall not apply to any Confidential Information which:
- a. is on the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by such Party; can be shown by the Party receiving the information to the reasonable satisfaction of the Disclosing Party that the same was known to such Party prior to the disclosure; or
 - b. subsequently comes lawfully into the possession of the Party receiving such information from a person other than the Disclosing Party; or
 - c. such information which any Party is required to disclose by law, by a court of competent jurisdiction or by another appropriate regulatory body, provided that the Party required to disclose shall use reasonable endeavors to consult with the Disclosing Party and take into consideration is reasonable requests in relation to such disclosure.

This clause shall survive termination.

14. Notice

All communication, demand and notices required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth herein, or at such other address as the Parties may from time to time designate in writing:

If to the CESL:

Address -

Email id -

Kind Attn -

If to the CPO:

Address -

Email id -

Kind Attn -

Any/ all Notices, demand or other communication shall be sent by registered post / hand delivery by one Party to the other.

15. Intellectual Property Rights

Intellectual Property Rights owned by each respective Party shall remain the property of such Party and nothing in this Agreement shall be taken to represent



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an assignment, license or grant of other rights in or under such Intellectual Property Rights to the other Party. All right, title and interest to all Intellectual Property of each Party as of the Effective Date of this Agreement, including that which is or may become protectable by patent, copyright, trademark, trade secret or similar law, shall remain exclusively with that Party.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. The Courts at New Delhi, India shall have exclusive jurisdiction in respect of matters arising out of or in relation to this Agreement.

17. Settlement of Disputes

17.1. Negotiation and Conciliation

- a. In the event of any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement, the Parties agree to first attempt to resolve the dispute amicably through negotiation mutual discussion. If the Parties fail to resolve the dispute amicably within 30 (thirty) days of first notice of one Party to the other, the aggrieved Party may initiate conciliation by referring the dispute to the adjudicator in writing with a copy of the written notice to the other Party, setting forth the nature of the dispute.
- b. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- c. In the event of the Parties failing to negotiate any dispute amicably in terms of para (i) above, either Party may call upon the Adjudicator to mediate for amicable settlement. Upon such reference, the Adjudicator shall within 7 (seven) days of such reference, hold meeting(s) with the Parties and call upon any record considered relevant by it to adjudicate.
- d. The Adjudicator shall give its decision in writing within 28 (twenty eight) days of receipt of notification of a dispute.
- e. The Adjudicator shall be paid on per day basis at the reasonable rates specified by adjudicator, together with reimbursable expenses. The cost of the Adjudicator shall be divided equally between CESL and CPO, whatever decision is reached by the Adjudicator.
- f. Either Party may refer to a decision of the Adjudicator to arbitration within 28 (twenty-eight) days of the Adjudicator's written decision. If neither Party refers the dispute to arbitration within the aforesaid 28 (twenty-eight) days, the Adjudicator's decision shall be final and binding.

17.2. Arbitration

The arbitration shall be held in accordance with the Delhi International



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Arbitration Centre (Arbitration Proceedings) Rules, 2023 (the “**Rules**”) and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English.

- a. There shall be an arbitral tribunal comprising of 3 (three) arbitrators, of whom each Party shall select 1 (one), and the third arbitrator shall be appointed by the 2 (two) arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
 - b. The arbitral tribunal shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 16 shall be final and binding on the Parties as from the date it is made, and CESL and the CPO agree and undertake to carry out such Award without delay.
 - c. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
 - d. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The place for adjudication proceedings shall be Delhi.
 - e. The following shall not be referred to arbitration: Disputes having financial claims less than Rs. 5 Lakhs.
- 17.3. Notwithstanding anything contained herein above (except ‘e’) upon arising of dispute the Parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator, in accordance with the Rules.

18. Limitation of Liability

Notwithstanding anything in this Agreement to the contrary and to the extent permitted by applicable law, in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages. A Party will not be in breach of the Agreement or be liable to the other Party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, legislation, regulation, order or other act of any Government or Governmental agency.

19. Waiver

Failure of a Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by a Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach by the other Party. No waiver shall be effective unless in writing and duly



executed by the authorized signatories of the concerned Party.

20. Assignment

Notwithstanding anything to the contrary contained in this Agreement, CESL may, after giving 60 (sixty) days' notice to the CPO, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee. The CPO shall not be entitled to assign its rights and obligations under the Agreement to a third party including its affiliate company without the prior written consent of the CESL.

21. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Further, the Parties shall endeavor to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.

22. Force Majeure

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events which are beyond the reasonable control of the Party concerned such as but not limited to acts of God, wars, floods, earthquakes, lawful strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, pandemic, riots, civil commotions etc. (the "Force Majeure Event(s)") provided on the occurrence and cessation of any such event, the Party affected thereby shall give a notice in writing to the other Party within fifteen (15) days of such occurrence or cessation. If the Force Majeure Event(s) continue beyond six (6) months, the Parties shall jointly decide about the future course of action. Provided however, no Party shall be liable to the other for the payment of any compensation on account of occurrence of the Force Majeure Event(s). Further provided, the CPO shall continue to discharge its payment obligation to CESL, LPE, DISCOM, etc. to the extent of any usage of charging stations by the end users/ public for availing EV vehicles charging services.

23. Survival

Those Clauses that by its nature should survive expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement. It is specifically clarified that the provisions of Clauses 12 (*Representations and Warranties*), Clause 13 (*Confidentiality*), Clause 15 (*Intellectual Property Rights*), Clause 16 (*Governing Law and Jurisdiction*) and Clause 17 (*Dispute Settlement*) shall survive expiration or termination of this Agreement.

24. Miscellaneous

- 24.1. It is agreed and understood by the Parties that this Agreement is a legally binding contract and under no circumstances shall stand terminated, except in terms of Clause 11 of this Agreement.



Signature :-
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a1
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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBE6B8F8D55A6735
PB : mvenugopal(MANGALI VENUGOPAL)
Date : 08-06-2026

- 24.2. This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties.
- 24.3. The Parties shall not use each other's name and/or trademark/logo or publicise or release any information about this Agreement or its contents or market, publish, advertise in any manner any information without prior written consent of the other Party.

In Witness Whereof the Parties Hereto have signed this Agreement in Duplicate on the ____ Day, _____ Month and _____ Year Herein Above Written in the Presence of:

[Sign and Seal of Authorized Representatives of CESL]

[Date]

[Place]

[Sign and Seal of Representative of CPO]

[Date]

[Place]

WITNESSES:

- 1.
- 2.



Signature :-
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a12b0df90330ce06ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b384b98b9fab74d84, OU=MANAGER TECHNICAL, O=CONVERGENCE ENERGY SERVICES LIMITED, c=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735
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Date : 08-06-2026

ANNEXURE-A

Municipal Corporation Gurugram (MCG)

Sr. No.	State	Area (Municipal Corporation Gurugram)	Latitude & Longitude	Fast Charger (Minimum 50 KW - Power Level 3 & 4)	Slow Charger (Minimum 7 KW - Power Level-1 & 2)	Total No. of Charger	Parking space Available/Required (Equivalent Car Space)
1	Haryana	Sec 56 Market	Lat- 28.425545 Long- 77.09982	2	1	3	5 ECS
2	Haryana	Sec 29 Market	Lat- 28.468938 Long- 77.063328	2	1	3	5 ECS
3	Haryana	Sec 34 Near Marble Market	Lat- 28.427476 Long- 77.019008	2	1	3	5 ECS
4	Haryana	Subhash Chandra Bose Park	Lat- 28.474716 Long- 77.054094	2	1	3	5 ECS
5	Haryana	Parking DDR chowk	Lat- 28.458858 Long- 77.034846	1	0	1	2 ECS
6	Haryana	Sec 23A Huda Market	Lat- 28.504117 Long- 77.054156	2	1	3	5 ECS
7	Haryana	Sec 15 part II Market	Lat- 28.458513 Long- 77.044078	2	1	3	5 ECS
8	Haryana	Dundahera community Center	Lat- 28.512348 Long- 77.073379	3	1	4	7 ECS
9	Haryana	Sec 9 Market	Lat- 28.461953 Long- 76.996746	2	1	3	5 ECS
10	Haryana	Sector 10 Market	Lat- 28.453115 Long- 77.00301	2	1	3	5 ECS
11	Haryana	Sector 4 in front of community center	Lat- 28.474625 Long- 77.009895	1		1	2 ECS
12	Haryana	Sector 29 Market near lemon tree parking	Lat- 28.464578 Long- 77.065434	2	1	3	5 ECS
13	Haryana	Sector 31 Market near NH 48	Lat- 28.41618 Long- 77.044378	2	1	3	5 ECS



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PB : mvenugopal(MANGALI VENUGOPAL)
Date : 08-06-2026

Sr. No.	State	Area (Municipal Corporation Gurugram)	Latitude & Longitude	Fast Charger (Minimum 50 KW - Power Level 3 & 4)	Slow Charger (Minimum 7 KW - Power Level-1 & 2)	Total No. of Charger	Parking space Available/Required (Equivalent Car Space)
14	Haryana	Badshahpur Community Center	Lat- 28.398674 Long- 77.045208	1	0	1	2 ECS
15	Haryana	Sector-47 Community Center	Lat- 28.429718 Long- 77.0151042	2	1	3	5 ECS
16	Haryana	Sector-18, Sannath Road	Lat- 28.490291 Long- 77.066392	2	-	2	4 ECS
TOTAL				30	12	42	

Note:

- The slow and fast chargers (definition provided in next section) shall comply with the Power levels defined in Annexure 1 of 'Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024' issued by Ministry of Power, Govt of India. Vide ref. No. 12/2/2018-EV (Comp No.241852) Dated: 17th September 2024 and subsequent amendments issued from time to time.*
- The number of Public Charging Station(s) to be set up on the sites as mentioned in the above table are indicative and are based on joint preliminary site assessment by CESL and LPE. After issuance of LoA, the CPO may submit proposal to CESL for increase / decrease of number of chargers at any location or modification of site based on feasibility assessment, along with relevant supporting documents. Such requests are permissible for up to 25% of the proposed sites. Further, any such change/other relevant changes shall be at the sole discretion of CESL and are subject to its final approval.*



Signature :-
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User ID : mvenugopal
Serial No : 5CCCE8401C20426EBE868F8D55A6735
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