कन्वर्जेंस एनर्जी सर्विसेज़ लिमिटेड
(ईईएसएल की पूर्ण स्वामित्व वाली सहायक कम्पनी)
Convergence Energy Services Limited
(A Wholly Owned Subsidiary of EESL)

Amendment No.2

Ref. No: CESL/06/2026-27/BSO-MCG/262710009/Amendment-2 Date: 27/10/2026

To
M/s…….

Subject: Amendment No.2 in the tender for **"Selection of Battery Swapping Operators (BSOs) for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of Battery Swapping Stations (BSS) on Build-Own-Operate-Maintain (BOOM) model of CESL, in the identified locations of Municipal Corporation, Gurugram (MCG)".**

Reference:

1. Our tender no.: CESL/06/2026-27/BSO-MCG/262710009 for **"Selection of Battery Swapping Operators (BSOs) for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of Battery Swapping Stations (BSS) on Build-Own-Operate-Maintain (BOOM) model of CESL, in the identified locations of Municipal Corporation, Gurugram (MCG)".** dated: 05.10.2026.
2. Pre-Bid Meeting dated: 14.10.2026.
3. Amendment-1, Dated: 23.10.2026.

Sir/ Madam,

a. The Bid Submission date is extended till **12.11.2026 vide Amendment-1.**

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=6255ef467faddea6ed041d61a
2b0df90330ce06ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003
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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735
PB : mvenugopal(MANGALI VENUGOPAL)
Date : 27-10-2026

Annexure

Sr. No.	Particulars	Description as per RfP	Queries/ Clarification of the bidder	Amendments/Clarifications by CESL
1	Part B Page No. 104 Para No/ Clause No. 8.24	**Operations of EV Public BSS** The bidder shall be responsible for any direct and indirect liability that arises out of usage of BSS	*As per our understanding. This should only be direct and attributable to bidder We request CESL to remove the direct and indirect liability of BSS usage* *Remark: The bidder shall be responsible for any direct and attributable liability that arises out of usage of BSS*	**Clarification:** No changes clause remains same as per RfP.
2	Annexure 2 Page No. 127 2.(a)	The Bidder should meet the Minimum Average Annual Turnover (MAAT) criteria of INR 2.23 Crores. The MAAT shall be calculated as an average turnover of the last 3 years. MAAT Means Revenue from Operations. Note: In case of consortium the combined turnover of all the consortium partners shall be considered. Further, in case of existence of bidder in operation is less than previous 3 financial years from bid opening date, MAAT shall be calculated for available years by averaging out for available years (for e.g. if year of existence is 2 years, then MAAT shall be determined by dividing Total Turnover for 2 years by 2) for Financial QR compliance.	*We request to remove the turnover criteria of the last 3 years and keep it to maximum 2 years.*	**Amended as:** The Bidder should meet the Minimum Average Annual Turnover (MAAT) criteria of INR 2.23 Crores. The MAAT shall be calculated as an average turnover of the last 3 years. MAAT Means Revenue from Operations. Note: In case of consortium the combined turnover of all the consortium partners shall be considered.
3	Part B Page No.106 Para No/ Clause No. 10.3	**Indemnity** c) Retain any information and/ or evidence submitted to CESL by, on behalf of, and/ or in relation to any Bidder; and/ or	*Delete. If the engagement is not going to continue any information shared shall be deleted/returned*	**Clarification:** No changes clause remains same as per RfP.

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4	Part B Page No.106 Para No/ Clause No. 10.3	**Indemnity** It is deemed that by submitting the Bid/ Eligibility and Qualification Submission, the Bidder agrees and releases CESL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.	*We request CESL to make this mutual. In case, any other equipment is installed apart from the BSS, all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations.*	**Clarification:** No changes clause remains same as per RfP.
5	Part B Page No. 101 Para No/Clause No. 8.2	**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 BSS by CESL.	*In case connection is taken in the name of CESL, why the bidder will have to pay for security deposit to DISCOM on behalf of CESL?* *We request CESL to confirm whether the electricity connection can be obtained in the name of the Bidder, as the Bidder will bear all costs associated with obtaining and maintaining the connection. In case the electricity connection is required to be obtained in the name of CESL, the Security Deposit (SD) payable to the DISCOM may be borne by CESL, being a refundable deposit. Any other costs incurred in connection with the electricity connection shall be borne by bidder.*	**Clarification:** No changes clause remains same as per RfP.

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6	Part B Page No. 107 Para No/ Clause No. 10.6	**Guidelines for bid submission** 10.6.2 CESL will facilitate additional space for establishment of upstream electrical infrastructure through LPE at the allocated location to bidders. During site survey if bidder sees any challenges for project implementation, it can avoid such sites by giving such details to CESL in writing for approval with supporting documents for justification.	*As per the clause, please confirm that the CESL will provide additional space for the establishment of upstream electrical infrastructure.*	**Clarification:** No changes clause remains same as per RfP.
7	Part C Page No. 110 Para No/Clause No. 3	**Service Level Agreement** 3.1 CESL reserves the right to encash the bank guarantee or impose a penalty or terminate the contract or any other action as per CESL policy against the selected bidder(s) to compensate the damages / delay, if the terms and conditions of the LoA, scope of work / supply, etc. are not complied with.	*CESL is requested to revise the clause to provide for transparent, objective, and mutually agreed contractual remedies, with appropriate safeguards against arbitrary or unilateral action*	**Clarification:** No changes clause remains same as per RfP.
8	Part C Page No.111 Para No/ Clause No. 3	**Service Level Agreement** 3.5 In case the delay in completion of work exceeds additional 60 (sixty) days (as applicable) beyond 120 days from date of issuing of LOA (i.e. total 180 days from date of issuing LOA), CESL/EESL reserves the right to forfeit the Bank Guarantee and cancel the LOA unless any further extension is granted beyond the 180 days period.	*We request that the 120-day period, along with any applicable extension of 60 days, be calculated from the date of site clearance and handover of the site for execution of work, rather than solely from the date of issuance of the LOA. Also, in case there is delay in work execution and electricity connection not arising out of delay by bidder, relaxation to be given for the period along with proper documentation of the delay.*	**Clarification:** No changes clause remains same as per RfP.
9	Part C Page No.111 Para No/ Clause No. 3	**Service Level Agreement** 3.7 CESL reserves the right to purchase and distribute equipment/ material from elsewhere at the sole risk at the cost of successful	*In view of the above, CESL is requested to delete the said clause in its entirety to ensure fair, transparent, and balanced contractual terms for all bidders.* *Remark:*	**Clarification:** No changes clause remains same as per RfP.

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		bidder/contractor and recover all such extra cost incurred by CESL in procuring the material from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources etc. Further, if any extra cost is incurred by CESL due to delay in work completion by the party beyond the completion time as per PO/LOA., the same shall also be recovered from party's invoice/EMD/BGs etc. Alternatively, CESL may cancel the order completely or partially without prejudice to his right under the alternatives mentioned above.	*The clause may expose the bidder to potentially disproportionate and unquantifiable financial liabilities, particularly in cases where delays or additional costs arise due to circumstances beyond the bidder's reasonable control. Furthermore, the provision for recovery of additional costs without clearly defined limits or an established procedure for determining liability may create commercial uncertainty and an imbalance of contractual obligations.*	
10	Part C Page No.134 Para No/Clause No. Annexure 4c	**Details of Site** Free parking, Availability for Minimum 3 ECS.	*CESL is requested to clarify and confirm whether the entire allocated minimum of 3 ECS spaces at each site can be utilized for BSS installation, enabling the installation of the maximum possible number of BSS units and ensuring optimum utilization of the available space.* *Remark:* *As a minimum of 3 ECS spaces are allocated for BSS installation at each site, we request CESL to confirm whether the entire allocated space can be utilized for installing the maximum possible number of BSS units, ensuring optimum utilization of the available space at each site.*	**<u>Clarification:</u>** The space for the site allocation will be based on the attached Annexure 4a. Remark: CESL will not provide 3 ECS at each location.

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11	Part C Page No.134 Para No/Clause No. 5.4	**Safety, Functionality and User Experience** (i)All EVSE/BSS 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 & 'Guidelines for Installation and operation of Battery Swapping stations Dated 10.01.2025'. The Functionality and User Experience requirements shall be as specified in ANNEXURE-II of the aforesaid Guidelines.	*Considering the recent fire incidents, ARAI safety certification should be mandatory* *Remark:* *The Clause which was in earlier tender should be added. All proposed chargers have to be tested and approved by ARAI and ICAT. Test certificate should be enclosed along with the proposal against the rfp. Ref No: CESL/06/2021 22/CPO/EVCI/BOO/2122 03009 Date: 28.03.2022* *We suggest swappable batteries AIS 156 (for fireproofing) And for Swap Station should also be ARAI certified. Above certifications were mandated for recent tender*	**Clarification:** No changes clause remains same as per RfP.
12	Section No. Page No. 162 Para No/ Clause No. 5.15	**End User Charging Fee and Service Charges for Charging Stations/Battery Stations** (ii) The BSO shall be prominently displayed at the EV Charging Stations: a) charging rates per unit; Applicable service charges.	*The bidder requests CESL to consider permitting the communication of applicable charges to end users through alternative channels, such as digital platforms or mobile applications, instead of mandatory public display at each station.* *Remark:* *There are separate subscription plans which the user has the flexibility to choose from and it is reflected on the user app.*	**Amended as:** **5.15 End User Charging Fee and Service Charges for Charging Stations/Battery Swapping Stations** (i) The BSO shall be entitled to charge or determine charging fee and service fee to be charged by the BSO 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.

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				(ii) The BSO shall prominently display the following on their user App or on the Battery swapping stations: **a) charging/Swap rates per unit as per the applicability;** **b) Applicable service charges.**
13	Part A Page No. 76 Para No/ Clause No. 34	**Insurance** Third Party Liability Insurance: Covering bodily injury or death suffered by third parties (including CESL's personnel) and loss of or damage to property occurring in connection with the supply and installation of the Facilities.	*We have already covered the third-party liability for any damage on the site and related to the station. We don't need to take any additional inclusion of the CESL's personnel. As they covered all the third party for this.*	**<u>Clarification:</u>** No changes clause remains same as per RfP
14	Part C Page no 111 Para No/ Clause No.3	3.8 **Availability of BSS**: The bidder must maintain BSS availability for EV users at a minimum of 95% uptime on a yearly basis. This shall be measured in cumulative hours at the individual BSS level (excluding power-failure related downtime, scheduled downtime).	*The example quoted for the uptime is considering 24x7 operation. CESL to ensure the vehicles are able to access the BSS 24x7*	**<u>Clarification:</u>** No changes clause remains same as per RfP
15	9.1.3 9. Minimum Configuration:	Minimum capacity of each battery: 2 kWh Minimum charging capacity of each dock: 2 kW	We request reducing the minimum battery capacity to 1 kW to optimize power requirements and allow flexibility based on operational demand.	**Amended as:** **9. Minimum Configuration:** 9.1. The minimum configuration at each location shall be as follows: 9.1.1. Minimum number of Cabinet: 2 Nos 9.1.2. Minimum number of docks in each cabinet: 09 battery docks Note: Maximum 02 nos. operational battery dock in each BSS Cabinet may remain vacant and available for always receiving a discharged battery/batteries.

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				Accordingly, where a BSS Cabinet has minimum 09 battery docks, minimum 07 docks shall be occupied by batteries at any given time. 9.1.3. Minimum capacity of each battery: 1 kWh 9.1.4. Minimum charging capacity of each dock: 1 kW 9.2. Selected Bidder shall be free to establish either an "Integrated Type Cabinet Configuration" or "Isolated Type Cabinet Configuration", subject to fulfilment of the Minimum Configuration requirements.
16	Minimum cabinet/dock configuration, technical specifications Pg: 105	The RFP specifies 2 cabinets per location and 12 docks per cabinet, with one dock kept vacant to receive a discharged battery.	We request 9 docks stations to be permitted as a standard configuration, with flexibility to deploy 9, 12, or 15 docks based on estimated demand and site requirements. This enables optimal capacity utilization and allows configurations to adapt to market dynamics.	**Amended as:** **9. Minimum Configuration:** 9.1. The minimum configuration at each location shall be as follows: 9.1.1. Minimum number of Cabinet: 2 Nos 9.1.2. Minimum number of docks in each cabinet: 09 battery docks Note: Maximum 02 nos. operational battery dock in each BSS Cabinet may remain vacant and available for always receiving a discharged battery/batteries. Accordingly, where a BSS Cabinet has minimum 09 battery docks, minimum 07 docks shall be occupied by batteries at any given time. 9.1.3. Minimum capacity of each battery: 1 kWh 9.1.4. Minimum charging capacity of each dock: 1 kW 9.2. Selected Bidder shall be free to establish either an "Integrated Type Cabinet Configuration" or "Isolated Type Cabinet Configuration", subject to fulfilment of the Minimum Configuration requirements.

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<table>
<tr><td>17</td><td>Annexure 1 – Price-Bid Format, Revenue Sharing; PDF pp.122–123</td><td>Minimum revenue-share floor stated as ₹1.50/kWh, with bidder quoting an increment; quoted rate is stated to remain firm for the contract term</td><td>Please clarify which kWh reading is used and how losses and auxiliary consumption are treated. Revenue share based on energy can include losses and auxiliary consumption of HVAC which is unrelated to swaps.</td><td><u>Clarification:</u>

No changes clause remains same as per RfP.

Please refer to Revenue sharing clause 8.3, page 101 of RfP Section 4.</td></tr>
<tr><td>18</td><td>Annexure 1 – Price-Bid Format, service charge; PDF p.122, note (vi)–(vii) Pg 107</td><td>Annexure 1 note (vi): bidder may “charge or determine a service fee” for battery swapping, subject to applicable regulations. Note (vii): “Service charge for the BSS user shall have a ceiling limit and may be subject to periodic adjustments.” Pg 107- Service charge ceiling limit as per MoP guidelines.</td><td>Please share the exact MoP guideline/clause prescribing the service-charge ceiling for battery swapping. If no such ceiling is prescribed by MoP, please revise the tender clause accordingly.</td><td>Amended as:

Page no 107, Clause 10.5.7 (row 4 of table) & Annexure 1 clause 1 (row 4 of table) will be read as-

<table>
<tr><th>Parameters</th><th>Unit Price (excl. GST) (INR/kWh)</th></tr>
<tr><td>Reserved price to be paid to CESL (A) (INR / kWh)</td><td>1.5</td></tr>
<tr><td>Bid parameter (B) (INR / kWh)</td><td>n</td></tr>
<tr><td>Agreed revenue sharing price to CESL by Bidder (A+B) (INR / kwh)</td><td>1.5+n</td></tr>
<tr><td>“Service charge ceiling limits (INR / kWh) as per MoP Guideline for Battery Swapping stations & its Amendment time to time”, if applicable.</td><td>Service charge ceiling limit as per MoP guidelines, if applicable.</td></tr>
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</td></tr>
<tr><td>19</td><td>Power connection / DISCOM dependencies, implementation terms</td><td>Power connection and energisation are necessary for commissioning and operations; BSO has implementation obligations.</td><td>Please confirm who handles power approvals and whether delays outside the BSO’s control extend deadlines without penalties.</td><td><u>Clarification:</u>

No changes clause remains same as per RfP.</td></tr>
<tr><td>20</td><td>Site closure / relocation, site and termination provisions</td><td>Operations rely on allocated MCG locations.</td><td>Please confirm the alternate-site process and penalty relief if a site is withdrawn for reasons outside the BSO’s control. Locations may become unavailable due to road works, public projects, access restrictions or authority decisions.</td><td><u>Clarification:</u>

No changes clause remains same as per RfP.

Please refer to Clause 7.8 of page 101 of RfP.</td></tr>
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21	Software integration / OCPI / APIs, technical integration	RFP includes software/data integration requirements; OCPI/API integration may be relevant to interoperability.	We request CESL to remove the mandatory OCPI integration requirement for battery-swapping stations, as our stations can communicate only with our proprietary systems. We can provide relevant operational information through mutually agreed reporting MIS mechanisms, wherever feasible.	**Amended as:** **BSS Management System (BSSMS):** The BSS shall be operated through the cloud- based solution technology by the bidder. Bidder should have a dedicated app and dashboard for effective operation of BSS. BSS will also be hosted on the BSSMS of CESL (existing or new or appointed Third party) upon mutual consent. Furthermore, bidder should ensure that CESL receives on-demand reports on all swapping stations via dashboard. Further, the bidder shall be responsible for submitting the monthly MIS report as per the format of CESL in first week of every month.
22	Early termination / asset removal / restoration, termination provisions	BOOM model requires BSO investment and operation during contract term.	Please clarify asset removal/restoration and compensation for unamortised investment if termination is not due to BSO default.	**Clarification:** No changes clause remains same as per RfP.
23	Bid submission date	26. 10. 2026 at 15:00 Hrs.	Requesting an extension of the bid submission deadline due to the festive season there will be delays in obtaining documents from third parties.	**Clarification:** **The Bid submission is extended till 12/11/2026.**
24	Section 9.1.2, 9.1.3, 9.1.4 Page 104	Battery Capacity: Tender requires battery capacity to be at least 2KWh, Empty Dock- 2 nos. in place of 1 no.	HEID uses 1.5 kWh battery in its ecosystem for 2-Wheeler and 3-Wheeler vehicles -2 Wheelers uses 2 batteries and 3-Wheeler uses 4 batteries HEID Dock Configuration- 12 Slots, 2 empty Slots Remark: Not changing the tender conditions will make HEID unable to participate in the tender.	**Amended as:** **9. Minimum Configuration:** 9.1. The minimum configuration at each location shall be as follows: 9.1.1. Minimum number of Cabinet: 2 Nos 9.1.2. Minimum number of docks in each cabinet: 09 battery docks Note: Maximum 02 nos. operational battery dock in each BSS Cabinet may remain vacant and available for always receiving a discharged battery/batteries. Accordingly, where a BSS Cabinet has minimum 09 battery docks, minimum 07 docks shall be occupied by batteries at any given time.

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				9.1.3. Minimum capacity of each battery: 1 kWh 9.1.4. Minimum charging capacity of each dock: 1 kW 9.2. Selected Bidder shall be free to establish either an "Integrated Type Cabinet Configuration" or "Isolated Type Cabinet Configuration", subject to fulfilment of the Minimum Configuration requirements.
25	Section 8.13.6 Page number: 103	SOH %: Present tender document requires BSS operators to maintain SOH of 80% or above at all times	HEID requests the condition on SOH be changed to 'as mandated in future by the government guidelines as per MoEFCC/ CPCB/ MoRTH'. Remark: Government of India has introduced SOH as draft in Battery Aadhar. We request that it should be linked to final government guidelines form MoEFCC/ CPCB under BWMR or MoRTH under Battery Aadhar as defined time to time	**Amended as:** **Clause 8.13.6, Battery State of Health (SOH) – This clause stands deleted.**
26	Section 3.8, Page 111	Uptime guarantee of 95% at all stations is expected	Uptime guarantee to be calculated against the working hours wherein each operator be mandated to keep the station operational for at least 16 hours in a day. Remarks: Demand at all stations will not be uniform and operating stations for 24 hours may not be optimum. Some stations may face vandalism issue leading to higher cost of operations and BSS operators may require to operate the stations for 16-17 hours in a day.	**Clarification:** No changes clause remains same as per RfP.
27	Section 20 Page 119	Class 1 and Class 2 Classification of the bidder requirement and the class 1 certification to be duly certified by relevant authority.	Request the class 1 and class 2 classification and requirement for participation be removed for battery swapping operators. Remarks: Since no purchase is involved, we request relaxation of the condition as this is purely service based tender	**Clarification:** No changes clause remains same as per RfP.

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Date : 27-10-2026

28	Section 8.8, Page 102	OCPI requirement (Open charge point interface)	'- HEID will not be able to provide a OCPI route to enable separate login for CESL from its network. '- Instead, we propose to submit a monthly usage summary to CESL. Remarks: HEID internal IT systems are closed loop and we will not be able to ensure safety, security of IT systems and data if the data is provided to third party applications. We request to consider this point from data security point of view.	**Amended as:** **BSS Management System (BSSMS):** The BSS shall be operated through the cloud- based solution technology by the bidder. Bidder should have a dedicated app and dashboard for effective operation of BSS. BSS will also be hosted on the BSSMS of CESL (existing or new or appointed Third party) upon mutual consent. Furthermore, bidder should ensure that CESL receives on-demand reports on all swapping stations via dashboard. Further, the bidder shall be responsible for submitting the monthly MIS report as per the format of CESL in first week of every month.
29	Page 2, Section 1	Tender Deadline	We request to extend the tender deadline to 30th October. Remarks: 17 documents are to be prepared which include stamp duty, attestations etc. Additional time is required to confirm site feasibility including electricity connection feasibility, vehicle density, water logging etc.	**Clarification or Amended as:** **The Bid submission is extended till 12/11/2026.**
30	Section 11.1 Page 115	Performance Guarantee Amount	Present performance guarantee amounts to be reduced from 100 lakhs to 50 lakhs. Remarks: Locking of 100 lakh amounts for a period of 10 years involves significant impact. Request for reconsideration.	**Clarification:** No changes clause remains same as per RfP
31	Section 3, Page 96 Note: point number 3	Alternative sites (present 25%)	Presently 25% of sites to be reconsidered for alternative locations to be increased to 40% in joint consultation with CESL and relevant authorities. Remarks: Location feasibility in terms of technical feasibility, location access, demand feasibility remains unknown and may pose a challenge to maximize the	**Clarification:** No changes clause remains same as per RfP

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			revenue potential and meet the customer requirements. Increasing the number of alternative site availability can support.	
32	Clause 3.8: Availability of BSS	95% Station Uptime	Please clarify the methodology for calculating 95% station uptime. Will downtime attributable to external factors, such as supply chain shortage etc or other circumstances beyond the operator's control, be excluded from the calculation? Please also specify the measurement methodology, reporting frequency and supporting evidence required.	**Clarification:** No changes clause remains same as per RfP.
33	Clause 9.2 + Clause 10.1	Data Sharing and Reporting Requirements	Please specify the data points to be shared with CESL, including operational, transaction, battery health, energy consumption and station utilisation data, along with the required reporting frequency, format, data retention period and access protocols.	**Clarification:** The mentioned clause(s) are not relevant with the query raised.
34		Location and Space Requirements	A space of approximately 15 ft × 15 ft (225 sq. ft.) is required to establish a station with a tin shed. Photographs of a representative station layout are attached for reference. Hope this can be considered	**Clarification:** No changes clause remains same as per RfP. Please refer to Annexure 4a, it is clearly mentioned that the layout is indicative in nature and is intended solely for reference and guidance.
35	Clause 8.13.6	Battery State of Health – Minimum 80% State of Health (SoH)	The clause requires every battery to maintain a minimum State of Health (SoH) of 80%. We request that this requirement be reconsidered or deferred until the relevant government guidelines and standardised assessment methodology are notified. Please clarify the applicable SoH measurement methodology, testing frequency and compliance requirements.	**Amended as:** **Clause 8.13.6, Battery State of Health (SOH) – This clause stands deleted.**

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36	Clause 5.6	Cloud-Based Management System and OCPI Integration	Please share the technical specifications and integration protocols for connecting the operator's cloud-based management system with CESL's system through OCPI. Kindly clarify the scope of integration, required data exchange, real-time alerting and reporting requirements, dashboard access, cybersecurity standards and any associated certification or implementation requirements.	**Amended as:** **BSS Management System (BSSMS):** The BSS shall be operated through the cloud- based solution technology by the bidder. Bidder should have a dedicated app and dashboard for effective operation of BSS. BSS will also be hosted on the BSSMS of CESL (existing or new or appointed Third party) upon mutual consent. Furthermore, bidder should ensure that CESL receives on-demand reports on all swapping stations via dashboard. Further, the bidder shall be responsible for submitting the monthly MIS report as per the format of CESL in first week of every month.
37	Section 20	Make in India – Local Content Requirements	The clause specifies eligibility under Class-I (minimum 50% local content) or Class-II (minimum 20% local content) supplier categories, excluding non-local suppliers. Please clarify how local content will be assessed, the applicable certification and documentation requirements, and whether the criteria apply to the complete station, individual components or specific equipment.	**Clarification:** No changes clause remains same as per RfP. Please refer Section 6, Attachment 10 of RfP.
38		Performance Monitoring and Penalties	Please clarify the performance measurement framework, applicable service-level requirements and penalties for non-compliance. Kindly specify whether exceptions will apply for force majeure events, grid outages and other circumstances outside the operator's reasonable control.	**Clarification:** No changes clause remains same as per RfP. For clarity, please refer to clause 3.9 of RfP.
39		Extension of Tender submission date	Request one week's extension max by 3 November	**Clarification:** **The Bid submission is extended till 12/11/2026.**

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Date : 27-10-2026

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

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

'CESL' and '**BSO'** 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) dated ……..2026 and Tender Document No. …….dated …….2026 had invited Bids from eligible BSOs for "Selection of Battery Swapping Operators (BSOs) for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of Battery Swapping Stations (BSS) on Build-Own-Operate-Maintain (BOOM) model of CESL, in the identified locations of Municipal Corporation, Gurugram (MCG)" 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 & guideline issued for Battery Swapping Stations dated 10.01.2025 and subject to changes as 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

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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 BSO.

D. Pursuant to evaluation of the Bids received, [BSO Name] was declared as the BSO 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. [BSO Name] has provided Performance Security in the form of Contract Performance Guarantee (CPG) and Payment Security 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 BSO 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 BSO 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 BSO 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 & guideline issued for Battery Swapping Stations dated 10.01.2025

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 BSO with the CESL in accordance with the provisions of this Agreement.

c) "**Agreement**" or "**Contract**" means this Concession Agreement, its recitals, the Annexures hereto and any amendments thereto made in

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accordance with the provisions contained in this Agreement executed between CESL and BSO;

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 BSO 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) "**Battery Swapping Station (BSS)**" shall be a station where any electric vehicle can get its discharged battery or partially charged battery replaced by a charged battery.

h) "**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;

i) "**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;

j) "**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;

k) "**Commissioning**" means trial/initial operation of the Facilities or any part thereof by the BSO, which operation is to be carried out by the BSO;

l) "**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;

m) "**BSO**" means Battery Swapping 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;

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n) "**BSO'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 BSO, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities;

o) "**BSO's Representative**" means any person nominated by the BSO and approved by CESL in the manner provided in this Agreement, to perform the duties delegated by the BSO; the name of the BSO's Representative shall be conveyed in writing to CESL;

p) "**DC**" shall mean Direct Current Charging;

q) "**Downtime**" Refers to the time duration when BSS 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;

r) "**Effective Date**" means the DD/MM/YYYY;

s) "**Electric Vehicle (EV)**" means vehicles that operate on electric motor and rechargeable batteries;

t) "**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;

u) "**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;

v) "**Facilities**" means the Plant and Equipment to be supplied and installed, as well as the Installation Services to be carried out by the BSO under this Agreement;

w) "**GST**" shall mean Goods and Service Tax;

x) "**Installation Work**" means the construction and installation of Battery Swapping stations and upstream supply system (if required), and the operation and maintenance thereof, all performed by or for the BSO at the identified site.

y) "**Installation Services**" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the BSO 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 BSO's Equipment and supply of all construction materials required), installation, testing, pre-

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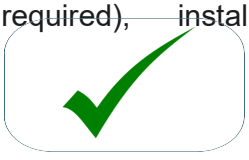

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commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of all performed at the identified Premise;

z) "**KW**" shall mean rating of BSS;

aa) "**Land Providing Entity (LPE)**" shall mean the Municipal Corporation Gurugram (MCG);

bb) "**Letter of Award**" **or** "**LoA**" means the letter of award.

cc) "**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;

dd) "**Operating Cost**" shall include direct electricity energy charge payment through payment gateway service provider appointed by BSO, salary of supervisor or equivalent level person designated for managing the backend system, salary of semi-skilled/skilled workers appointed by BSO for maintenance of chargers, annual maintenance cost of chargers, telecommunication cost, IT system cost, and customer support;

ee) "**Pre-Commissioning**" means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the BSO in preparation for Commissioning;

ff) "**SOL**" means identified Sites owned and/or operated by LPE as per Annexure-A, where the Public Charging Station(s) are to be set up.

gg) "**Project**" means the construction, ownership, operation and maintenance of Battery Swapping Stations at identified Locations/SOL by the BSO in accordance with Applicable Laws and approvals granted;

hh) "**Battery Swapping Station (BSS)"** shall mean Battery Swapping station set up at the identified locations or Sites where any electric vehicle can get its battery charged;

ii) "**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 BSO under this Agreement (including the spare parts to be supplied by the BSO) but does not include the BSO's Equipment;

jj) "**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)/Battery Swapping are to be set up;

kk) "**System**" includes the batteries, Cabinets, charging points, assemblies, converters, switches, wiring devices and wiring, and all other material/civil works comprising the Installation Work.

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ll) "**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 Battery Swapping 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.

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

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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

Subject to and in accordance with the provisions of this Agreement, Applicable Laws and approvals granted, the CESL hereby grants to the BSO 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 BSO 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 BSO at its cost, shall mean and include:

i. Procurement, supply, installation, commissioning, and operation & maintenance of Battery Swapping stations at locations specified in Annexure-A or at any other site assessed and selected by the Parties subsequently in terms of this Agreement.

ii. Making all types of capital and O&M investment in implementing the Project (including the power infrastructure to be installed).

iii. Obtaining all approvals and permits as may be required for the Project.

iv. Preparing the land parcels and plan the Battery Swapping Stations to ensure that the designated number swapping docks are accommodated, with ease of ingress/ egress and circulation that does not obstruct pedestrian or vehicular traffic.

v. Maintaining accurate and up-to-date operating logs, records and monthly reports regarding the O&M of Battery Swapping Stations.

vi. Procuring spares parts, overhaul parts, tools, Plant and Equipment,

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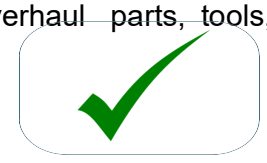

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consumables, etc. required to operate and maintain the Project in accordance with the prudent Battery Swapping Stations practices and having regarded to warranty recommendations during entire period or operation and maintenance.

vii. Deploying skilled and adequate staff at the BSS including the security and safety of the Plant and Equipment installed thereat, will be within BSO's scope.

viii. Performance and fulfillment of all other obligations of the BSO 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 BSO under this Agreement & Applicable Laws.

3. Scope of Work of CESL

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

(i) Signing of revenue sharing agreements with LPE for making available Sites for Battery Swapping Stations.

(ii) 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 Battery Swapping Stations to the BSO for a period of 10 years.

(iii) CESL, through its state coordinators shall provide support to BSO on the following:

a) guidance for undertaking location assessment.

b) facilitate coordination with LPE and BSO for fulfillment of their scope

c) raising, verify, validate invoices to BSO

d) coordination with BSO to ensure that all payment to CESL is done in a timely manner.

e) coordination with BSO 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 BSO 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:

(i) Provide Right of Way and license to use the Sites in accordance with

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the provisions of the signed agreement between CESL and LPE.

(ii) 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.

(iii) Facilitate the BSO for Electricity connection by providing relevant documents.

(iv) 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 BSO

5.1 Subject to and on the terms and conditions of this Agreement, the BSO 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 BSO shall be completely responsible for raising the funds for financing the proposed numbers of Battery Swapping Stations including the power infrastructure to be installed.

5.3 The BSO 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:

(i) Procurement, installation, testing, and commissioning of the Battery Swapping Stations at the identified locations/ Sites, including obtaining separate power connection, transformer and meter at its own cost;

(ii) 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 BSS and for the performance of this Agreement in general, shall be in the scope of BSO, including without limitation, visas for the BSO and Sub-contractor or BSO's personnel and entry permits for all imported BSO's Equipment;

(iii) 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 & Guidelines for Installation & operations of Battery Swapping and charging stations 10.01.2025' during the implementation of the Project;

(iv) Operating and maintaining the Battery Swapping 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;

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(v) Ensuring the security and safety of the BSS. In the event of any damage to the Site facilities or property due to any fault on part of the BSO's Equipment, the BSO will be liable to make good the losses to CESL/ LPE for the same;

(vi) Shall keep the entire premises neat & clean and free from any garbage;

(vii) Providing regular reports to CESL on the performance of the BSS;

(viii) Arranging deployment of qualified and suitable manpower and required necessary tools, logistics, spares & consumables during installation, commissioning and O&M of Battery Swapping Stations;

(ix) Safety being of paramount importance, the BSO shall take all safety precautions in connection with the setting up and operation of the Battery Swapping 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 Battery Swapping Stations). Safe operations of the BSS including compliances related to electrical and fire safety have to be ensured by the BSO;

(x) BSO agrees to support in the tracking and verification of Carbon Emission Reductions attributable to BSS deployed by it under this Agreement. BSO shall have the right to prepare and monetize the carbon assets generated under the Project meaning thereby that the BSO 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 Battery Swapping stations and any carbon credits generated from BSS during the Contract Period shall be attributable to the BSO and CESL in the ratio of 90%:10%. Should CESL decide to pursue carbon credits for the EV traffic coming through these categories of BSS, BSO is expected to cooperate;

(xi) Providing customer support and resolving any issues related to the BSS. The BSO shall provide users a call center number with prompt grievance redressal mechanism for challenges in using the BSS. Standards of quality will be maintained by the BSO and will be monitored periodically by CESL;

(xii) BSO shall perform or contract for and oversee the performance of periodic overhauls or maintenance required for the BSS facility in accordance with the recommendations of the Original Equipment Manufacturers (OEM).

5.4 Safety, Functionality and User Experience

(i) 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

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12/2/2018-EV dated 17.09.2024 & 'Guidelines for Installation and operation of Battery Swapping stations Dated 10.01.2025'. The Functionality and User Experience requirements shall be as specified in ANNEXURE-II of the aforesaid Guidelines.

(ii) A copy of the warranty certificates of the installed Equipment (EVSE)/BSS shall be submitted to CESL by the BSO within 03 days from the date of commissioning of EVSE for information. Equipment shall carry the standard warranty as per Industry standards.

(iii) 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 BSS Configuration: The configuration of BSS 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 & 'Guidelines for Installation and operation of Battery Swapping Stations Dated 10.01.2025'

5.6 BSS Management System (BSSMS):

The BSS shall be operated through the cloud- based solution technology by the bidder. Bidder should have a dedicated app and dashboard for effective operation of BSS. BSS will also be hosted on the BSSMS of CESL (existing or new or appointed Third party) upon mutual consent. Furthermore, bidder should ensure that CESL receives on-demand reports on all swapping stations via dashboard. Further, the bidder shall be responsible for submitting the monthly MIS report as per the format of CESL in first week of every month.

5.7 Power Connection:

(i) The BSO 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 BSO's name and specific location address allocated for BSS by CESL.

(ii) The BSO 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 BSO'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.

(iii) The BSO 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.

(iv) BSO 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

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or from the date of installation BSS whichever is earlier, then the BSO shall intimate CESL and LPE for necessary support.

(v) 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 BSS shall be borne by the BSO. 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 BSO only without any liability of CESL and/ or LPE.

5.8 Safety, Labour Law and Statutory Compliance

(i) The BSO shall ensure all safety guidelines, rules and regulations, labour laws, statutory compliances, etc. BSO 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 BSO as per settlement solely. CESL has no role to play in this matter.

(ii) 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.

(iii) The BSO 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.

(iv) The BSO 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.

(v) The BSO 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 BSO 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

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and properties, fire and explosion risk, riot risks, loss of Plant and Equipment/ BSO's Equipment, System risks, etc. covering all aspects of installation and operation of the installed at the Sites. Evidence of such insurance shall be provided by the BSO to CESL and LPE within 15 days of policy issuance and annually thereafter. The BSO shall keep the LPE and CESL fully indemnified and harmless in this regard.

5.10 Operations of the Battery Swapping Stations

(i) The BSO shall take complete responsibility for the operations of BSS including all the associated infrastructure developed from the date of issuance of LoA till the end of the Contract Period.

(ii) The BSO 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 personnel as required for continuous monitoring and running of operations or other security measures as required without affecting the warranty of the BSS and Equipment installed at each Site.

(iii) The BSO will be solely responsible for ensuring the safety of the BSS and users at the BSS locations. Proper monitoring of the locations must be ensured to prevent damage/tampering to the BSS and associated infrastructure including any parking conflicts and related issues. Further, the cost of any damage to the BSS and associated infrastructure shall be borne by the BSO.

(iv) The BSO shall be fully responsible for replacement of any/ all component of the BSS 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 BSOs and all such replacement have to be completed to comply with defined SLAs.

(v) The BSO agrees to ensure continuity in operation of the BSS at the allotted locations, even at the time of disputes, unless CESL explicitly provides written notice to cease operation by BSO. Any communications related to operational issues must be submitted in writing to CESL, with a copy sent to Head – EVCI.

5.11 Gender Inclusion

BSOs 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.

5.12 Clearing of Site at the end of the Term

The BSO shall, if advised by CESL, clear all the debris / scrap /BSS and Equipment in line with Govt. of India's guidelines and rules for waste management and disposal of waste, at the end of the 10 years of O&M period at no extra cost to CESL/LPE.

5.13 Maintaining of Records and Submission of Monthly Reports

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

5.14 Taxes, Duties and Levies

(i) All prices in contract are exclusive of GST. The BSO 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.

(ii) 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.

(iii) In case of failure of the BSO 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.

5.15 End User Charging Fee and Service Charges for Charging Stations/Battery Swapping Stations

(i) The BSO shall be entitled to charge or determine charging fee and service fee to be charged by the BSO 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.

(ii) The BSO shall prominently display the following on their user App or on the Battery swapping stations:

a) charging/Swap rates per unit as per the applicability;

b) Applicable service charges.

6. Performance Security and Payment Security

The BSO has to provide a Performance Security in the form of Contract Performance Guarantee (CPG) and Payment Security for the package awarded to it within 28 days of issuance of the LOA as detailed therein. The Performance Security and Payment Security should remain valid for the entire duration of this Agreement and shall be returned back to the BSO (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/ payment security shall be partially/ or fully invoked and forfeited by CESL in the event of

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any default in performance or breach of its obligations including payment default by the BSO under this Agreement.

7. Terms of Payment of Agreed Revenue Sharing Price

7.1 In consideration of the Project awarded to the BSO and role performed by CESL, the BSO shall pay to CESL, a fixed revenue of Rs.___/kWh from charging services for all the Battery Swapping Stations starting from first month 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 BSS. 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 Battery Swapping Stations.

7.3 For the purpose of revenue sharing, BSO 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 BSO 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 BSO if the DISCOM meter readings include electricity used for other purposes at the Sites allocated by CESL to the BSO. CESL's decision on this matter will be final and binding on the BSO.

7.6 It is the BSO's responsibility to ensure that the EV tariff connection is exclusively used for BSS, 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 BSO 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 BSO in one installment and no part payment shall be allowed. The BSO 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%) for the period up to twenty one (21) days from the date of invoicing. However, this provision does not bind CESL in any way from proceeding against the BSO for forfeiture/ encashment of Performance Security/ Payment Security and/ or termination of the Agreement.

7.9 Upon such encashment, the BSO is obligated to submit a new Performance Security/ Payment Security for the original amount within twenty-one (21) days from the date of the encashment. Any excess funds realized through the

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encashment shall be adjusted against future Agreed Revenue Sharing Price payments.

7.10 Without prejudice to the right of CESL to terminate the Agreement for breach by the BSO, failure to submit a new Performance Security/ Payment Security by the BSO 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 BSO shall be solely responsible for all direct and indirect consequences of any nature whatsoever. The BSO shall be responsible for all costs associated with reconnection, including related fees and charges required for reinstating the connection through concerned DISCOMs.

8. Branding

Bidder shall have the right of branding activities in & around of or peripheral to Swapping Units at the Location as per Branding policy of the CESL and LPE.

8.9.1. Co-branding shall be allowed along with CESL and LPE logo subject to the condition that the selected bidder shall obtain necessary approvals for co-branding / display of logo from CESL.

8.9.2. Please note that advertisements will not be permitted on the BSS or any other real estate located at the site.

9. Site Selection, Allocation, and Flexibility for Battery Swapping stations

9.1 The overall survey and location assessment will be the responsibility of the BSO. Factors on which location assessment would depend are as follows:

(i) availability of sufficient space for parking different vehicle segment (ex: 2W, 3W or BSS applicable vehicles);

(ii) feasibility for upstream electrical infrastructure;

(iii) ease of access to power connection within limited time as per MoP guidelines;

(iv) availability of populated areas like marketplaces, restaurants etc. nearby;

(v) 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 BSO, 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/ BSO as necessary for BSS and feasibility of operation of the same without affecting regular operation of the identified locations/ Sites.

9.3 The number of identified locations in **Annexure-A** considered for BSS and would not be a binding number and could increase/ decrease seeing the potential,

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increase in business volume, less vehicle turnaround etc., if any. Subject to availability of land with the LPE, The addition or deletion of Charging Stations/BSS 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 BSS 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 BSO 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 BSO's part. The detailed provision in this regard is specified in the LoA 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:

(i) Material Breach: Failure of either Party to perform or comply with any material term or condition of this Agreement.

(ii) Insolvency: If either Party becomes insolvent, declares bankruptcy, or initiates any procedure for liquidation or reorganization.

(iii) Non-Payment: Persistent failure of the BSO to make Agreed Revenue Sharing Price payments or any other dues within the stipulated time frames despite reminders.

(iv) Regulatory Breach: Any violation of applicable laws, guidelines, or government regulations that materially impacts the performance of this Agreement.

11.3 Cure Period

(i) Upon receiving a notice of breach, the defaulting Party shall have a period of thirty (30) days to remedy the breach.

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2b0df90330ce06ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003
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ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735
PB : mvenugopal(MANGALI VENUGOPAL)
Date : 27-10-2026

(ii) 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:

(i) The BSO 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.

(ii) The BSO shall clear all dues payable to CESL, LPE or any third parties, including DISCOMs.

(iii) Both Parties shall settle all financial obligations within 30 (thirty) days of termination.

(iv) In the event, the termination of this Agreement, is due to any defaults/ reasons attributable to the BSO, CESL reserves the right to encash the Performance Security or Payment Security provided by the BSO to recover any outstanding dues or damages incurred.

(v) Provisions concerning confidentiality, indemnity, intellectual property rights, and dispute resolution shall survive termination.

12. Representations and Warranties

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

(i) it has power to execute, deliver and perform its obligations under the Agreement and all necessary corporate and other actions have been taken to authorise such execution, delivery and performance;

(ii) 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;

(iii) 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.

(iv) it shall not violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; and

(v) there is no litigation pending or, to the best of such Party's knowledge,

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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 BSO on a strictly need-to-know basis, solely for the purpose of fulfilling obligations under this Agreement, provided that such disclosure is accompanied by a non-disclosure undertaking executed by the BSO 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

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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 BSO:

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 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

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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

(i) 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.

(ii) 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.

(iii) 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.

(iv) The Adjudicator shall give its decision in writing within 28 (twenty eight) days of receipt of notification of a dispute.

(v) 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 BSO, whatever decision is reached by the Adjudicator.

(vi) Either Party may refer 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 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.

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(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 BSO 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 BSO, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee. The BSO 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.

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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 BSO shall continue to discharge its payment obligation to CESL, LPE, DISCOM, etc. to the extent of any usage of Battery Swapping Stations by the end users/ public for availing EV vehicles BSS 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.

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.

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Date : 27-10-2026

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 BSO]

[Date]

[Place]

WITNESSES:

1.

2.

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ANNEXURE-A

#	Location for proposed Battery Swapping Station	Coordinates		Nos of BSS Cabinet
		Latitude	Longitude	
1	Sector 21 Market	28.515957	77.07238	2
2	Sector 22 Market	28.502792	77.064208	2
3	Sector 23 Market	28.503976	77.05407	2
4	Sector 31 Market	28.454057	77.051371	2
5	Sector 32 Market	28.445317	77.04444	2
6	Sector 39 Market	28.445174	77.05652	2
7	Sector 40 Market	28.449252	77.057438	2
8	Sector 45 Market/Community Centre	28.444036	77.068126	2
9	Sector 46 Market	28.433744	77.059669	2
10	Sector 04 Market	28.474519	77009945	2
11	Sector 07 Market	28.472237	77.01793	2
12	Sector 14 Market	28.474077	77.048117	2
13	Sector 17 Market	28.478886	77.060688	2
14	Infront Subhash Chander Bose Park, Near Sukhrali Chowk	28.475056	77.053893	2
15	Badshshpur Community Centre, Vatika Chowk	28.398401	77.045109	2
16	Sector 27 Community Center	28.465737	77.092145	2
17	Dhundahera Community Center	28.512182	77.073298	2
18	Sector 15 part II Market	28.458996	77.043583	2
19	Sector 44 park outside near GMDA office	28.454669	77.070235	2
20	Near Kamla Nehru Park, Gurudwara Road	28.458569	77.029073	2
21	Sector 47 Greenbelt Near Anti-Corruption Bureau Office	28.429637	77.051044	2
22	Chakkarpur Johdi	28.471451	77.088137	2
23	Sector 34 Marble Market	28.427194	77.01927	2
24	Sector 9 Market	28.459444	76.997539	2
25	Sector 10 Market	28.453238	77.003458	2
Total				**50**

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