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/CPO-BSO-JNPA/262710010/Amendment-2 Date: 06/11/2026

To
M/s…….

Subject: Amendment No.2 in the tender for **"Selection of Charge Point Operator (CPO) or Battery Swapping Operator (BSO), for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W, on a Build-Own-Operate-Maintain (BOOM) model of CESL, in identified locations at Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai, Maharashtra."**

Reference:

1. Our tender no.: CESL/06/2026-27/CPO-BSO-JNPA/262710010 for **"Selection of Charge Point Operator (CPO) or Battery Swapping Operator (BSO), for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W, on a Build-Own-Operate-Maintain (BOOM) model of CESL, in identified locations at Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai, Maharashtra."** dated: 06.10.2026.
2. Pre-Bid Meeting dated: 15.10.2026.
3. Amendment no. 1 dated: 23/10/2026.

Sir/ Madam,

a. The Bid Submission date is extended till **17.11.2026 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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4b98b9fab74d84, OU=MANAGER TECHNICAL, O=CONVERGENCE ENERGY SERVIC
ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735
PB : mvenugopal(MANGALI VENUGOPAL)
Date : 06-11-2026

Annexure				
Sr. No.	**Particulars**	**Description as per RfP**	**Queries/ Clarification of the bidder**	**Amendments/Clarifications by CESL**
1	Section 4 (Part B); Section 4, Annexure-2, Cl. 10.4 (location and facility table); Page 111	10.4: CPP and Parking-4 are e-truck battery swapping stations. Parking 10-SEZ, 11-PUB and 12-Admin are EVCI and/or 2W/3W BSS.	Request you to have separate bidding/tender for e-truck Locations i.e. 1 and 2 (CPP and Parking-4) and 2W/3W/4W locations i.e. Locations 3, 4 and 5 (Parking 10-SEZ, 11-PUB and 12-Admin). Both categories use very different technology and have very different stakeholders. The units economics is also very different. Clubbing them under a single tender/bid will distort price discovery and competition.	**Clarification:** No changes clause remains same as per RfP.
2	Section 4 (Part B); Section 4, Annexure-2, Cl. 10.4 (location and facility table); Page 111	10.4: CPP and Parking-4 are e-truck battery swapping stations. Parking 10-SEZ, 11-PUB and 12-Admin are EVCI and/or 2W/3W BSS.	As discussed in the Pre-Bid Meeting held on 15.10.2026, we request CESL to confirm that the minimum requirement under the RfP is as follows: (a) Locations 1 and 2 (CPP and Parking-4): one e-Truck Battery Swapping Station with High-Capacity Charging at each location, i.e. 2 BSS in total, with the high-capacity charging included within the scope of the BSS (Cl. 9.1.5), and no separate charging station required. (b) Locations 3, 4 and 5 (Parking 10-SEZ, Parking 11-PUB and Parking 12-Admin): one 60 kW DC fast charger and one 12 kW AC slow charger at each location (Cl. 9.2.3 and 9.2.4), i.e. 6 chargers in total.	**Clarification:** No changes clause remains same as per RfP.
3	Section 4 (Part B), Cl. 8.3.3, Page 104	8.3.3. The Monthly Revenue Share for each site shall be calculated	It should be monthly energy sales/ revenue instead of monthly energy consumption attributed to project facility since there are	**Clarification:** No changes clause remains same as per RfP.



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		as below: Monthly Revenue Share for each location (INR/month) = "Agreed Revenue Sharing price (INR/kWh)" X Monthly electricity consumption attributable to the Project Facilities at the respective Site (kWh);	conversion losses in DISCOM consumption and units sold. (>10%)]	
4	Section 4 (Part B); Concession Agreement, Cl. 8.2.2 (also Cl. 8.31, 8.32; Concession Agreement Cl. 5.7(i)), 103; 109; 157	8.2.2: Power connection shall be in the name of CESL followed by selected bidder name and the address of the respective Site identified under the RfP. 8.31: The Selected Bidder may even explore the option of availing Green tariff or green power through open access with approval of CESL.	Allow the bidder to apply for connection in its name. This will allow the bidder to optimize the power sourcing costs through captive open access. In case the connection is in name of CESL, kindly clarify: 1) How will CESL enable open access sourcing? 2) Who will pay to DISCOM? Will Bidder pay to CESL and CESL in turn will pay to DISCOM? 3) Will CESL bill directly to end user as otherwise it will result in resale of power by CESL	**Clarification:** Please refer to Section 4, Part B, Clause 8.2. & Clause 8.31 for details. The Obligation for service fee from the end-user shall be in accordance with Section 4, Part B, Clause 8.8. No changes clause remains same as per RfP.
5	Section 4 (Part B), Cl. 10.5.9 (read with Cl. 8.3.2 and Annexure 1), 113	Reserved price to be paid to CESL (A) (INR / kWh): 1.5. Agreed revenue sharing price to CESL by Bidder (A+B): 1.5+n.	Request to consider lower reserve price since it will make EV trucking unviable compared to diesel trucks.	**Clarification:** No changes clause remains same as per RfP.

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6	Section 4 (Part B), Cl. 10.5.9 (read with Cl. 8.3.2 and Annexure 1), 113	Reserved price to be paid to CESL (A) (INR / kWh): 1.5. Agreed revenue sharing price to CESL by Bidder (A+B): 1.5+n.	During the Pre-Bid Meeting held on 15.10.2026, it was stated that, out of the Reserve Price of INR 1.5/kWh under Cl. 10.5.9, INR 1/kWh is the revenue share payable to JNPA. We request CESL to confirm this formally	**Clarification:** No changes clause remains same as per RfP.
7	Section 4 (Part C),Cl. 3.9, Penalty C2 (Availability), 118-119	C2 = [(Rated Capacity x (8,760 hours - Scheduled downtime hours - Power failure hours) x 95% uptime x applicable utilization rate) - Actual electricity consumption attributable to the affected Equipment] x Agreed Revenue Sharing Price. Applicable utilization rate = 2 x Weighted average utilization of the preceding 3 months.	Please clarify: (a) the penalty applies only when 95% uptime is not achieved, but the formula charges the entire expected-consumption gap, not only the hours below 95%. Is the intent to charge only the shortfall below the threshold? (b) the rationale for the 2x multiplier on utilisation; (c) how "weighted average utilization" is defined (energy or time basis, weighting, data source); (d) the utilisation rate to be used in the first 3 months after COD, when no history exists; and (e) whether the annual cap is the Performance Security value per year or for the Contract Period.	**Amendment:** Section 4, Part C, Clause 3.9 (Penalty Provision), is amended as per Appendix 1
8	Section 4 (Part B), Cl. 4(3) Definition of Applicable Laws; Cl. 8.15.7; Concession Agreement Definition (ff), 97; 107; 150	"Applicable Laws" means all laws in force in India including ... (v) the MoP Guidelines dated 17.09.2024 and the Guidelines for Installation and Operation of Battery Swapping and Charging Stations dated 10.01.2025, each as amended; ... and (vii) all other applicable	Please clarify the purpose of binding the Bidder to the MoP Guidelines and "any other guidelines issued by central / state governments" when no subsidy or incentive under those schemes is offered in this tender. Specifically: (a) are the PM E-DRIVE operational guidelines part of Applicable Laws, and do any PM E-DRIVE conditions apply to the Bidder; (b) please list the specific provisions of the MoP Guidelines (e.g. service-charge ceilings) that the Bidder must comply with; (c) if scheme conditions apply, how will the corresponding benefits (subsidy,	**Clarification:** No changes clause remains same as per RfP.

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		central, state and local laws, rules, regulations, notifications ... (Cl. 8.15.7(j): "Any other guidelines issued by central / state governments as applicable").	land at the guideline floor price) be extended to the Bidder.	
9	Section 4 (Part C); Concession Agreement, Part C Cl. 10.8, 122	CBG validity is "10 years + 3 Months (claim period)".	CBG should be released as standard with similar BOO contract within one year of COD.	**Clarification:** No changes clause remains same as per RfP.
10	Section 4 (Part B), Cl. 7.2 (read with Cl. 6.3, Cl. 7.3 and Definition 43 "Site"; Annexure 4a), 102; 101; 100; 140-144	JNPA shall provide adequate vacant land, developed, levelled, and accessible, for the implementation of the Project, free from all encumbrances.	Please define "developed and levelled" land. Will the land provided be suitable for a static load of 60 tonnes, plus the dynamic loads of loaded truck movement? Please share geotechnical / load-bearing data	**Amendment:** Section 4, Part B, Clause 4, new definition added as below: 46) "Developed and Levelled Land" means land that is generally even, accessible and suitable for undertaking Project-related development works in its existing condition.
11	Section 4 (Part B); Concession Agreement, Cl. 7.4, 8.2.1, 8.2.3, 6.2, 10.6.2 (RfP); Definition "Installation Work", Cl. 2(ii), 5.1, 5.2, 5.3(i), 9.2 (Concession Agreement), 102-103; 101; 113; 151; 154-155; 162	RfP: JNPA shall provide the required upstream electrical infrastructure up to the designated metering point at the Site periphery (8.2.1; 7.4; 10.6.2). The Selected Bidder establishes and maintains all downstream infrastructure from the metering point including HT breaker, transformer, LT panel,	The RfP assigns upstream infrastructure up to the metering point to JNPA, while the Concession Agreement indicates it may fall on the CPO. Please clarify: (a) who is responsible, in execution and cost, for upstream infrastructure up to the metering point at each site; (b) the exact location of the "designated metering point" at each site and who owns and funds the transformer, especially for the 11/33 kV sites (CPP and Parking-4); (c) the power capacity JNPA has committed at each site and the date by which it will be made available; (d) whether time extension and LD relief (Part B 10.4; Part C 3.2-3.5) apply for delay by JNPA	**Clarification:** • Please refer to Section 4, Part B, Clause –8.2.1 for a, b, c. • Delay attributable to JNPA/DISCOM shall entitle the Selected Bidder to a reasonable extension of time. Refer Section 4, Part C, Clause 3. • Refer Appendix 3 for updated Concession Agreement. **Amendment:** Section 4, Part C, Clause 3.2 is amended as below: In case of delays in completion of work for the awarded locations as per LoA, liquidated damages shall be applicable. However, LD will not be applicable for the period if delay is not on selected bidder(s) part. The timely

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<td>cabling and protection (8.2.3; 6.2). Concession Agreement: "Installation Work" includes the "upstream supply system (if required)"; 5.3(i) includes "obtaining separate power connection, transformer and meter at its own cost"; 9.2 refers to developing upstream infrastructure "through DISCOM/CPO/BSO".</td>
<td>or the DISCOM; (e) which document prevails if the RfP and Concession Agreement conflict.</td>
<td>delivery of the material/service is the essence of the contract. In the event of CPO's fails to commission a particular location within the stipulated delivery period, liquidated damages are payable by the CPO @ 0.5% (one half of one percent) per week of delay or part thereof, of the value of the unexecuted/non-commissioned location(s). The location-wise value is given below for the purpose of calculation of LD. However, the total liability of the Selected Bidder under this clause shall not exceed 5% of the total value given below.
<table>
<tr><th>#</th><th>Location</th><th>Project Facility Type</th><th>Value for LD calculation (INR)</th></tr>
<tr><td>1</td><td>Centralized Parking Plaza (CPP)</td><td rowspan="2">e-Truck Battery Swapping with High-Capacity Charging Station</td><td>9.1 Crores</td></tr>
<tr><td>2</td><td>Parking – 4</td><td>9.1 Crores</td></tr>
<tr><td>3</td><td>Parking 10-SEZ</td><td rowspan="3">EV Charging Infrastructure for (2W/3W/4W) and/or BSS for 2W/3W</td><td>5 Lakhs</td></tr>
<tr><td>4</td><td>Parking 11-PUB</td><td>5 Lakhs</td></tr>
<tr><td>5</td><td>Parking 12-Admin</td><td>5 Lakhs</td></tr>
<tr><td colspan="3">Total</td><td>18.35 Crores</td></tr>
</table>
</td>
</tr>
<tr>
<td>12</td>
<td>Section 4 (Part B); Concession Agreement, Cl. 7.7, 8.5, 8.28 (RfP); Cl. 4(i), 20 (Concession Agreement); Definition 16</td>
<td>7.7: Right of Way and non-exclusive license to use the Sites in accordance with the agreement between CESL and JNPA. 8.5: The Selected Bidder cannot sub-let, sub-</td>
<td>The Bidder is given only a non-exclusive licence / right of way. For project financing, lenders require a registered leasehold interest in the Bidder's name that can be mortgaged. Please clarify:
(a) will JNPA / CESL execute a registered sub-lease (or lease) in favour of the Selected Bidder for each site for the Contract Period, and who</td>
<td><u>Clarification:</u>

No changes clause remains same as per RfP.
Please refer to Section 4 Part B, Clause 8.5.

Please refer to Appendix 3 for revised Concession Agreement.</td>
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	"BOOM", 102; 104; 108; 155; 168; 98	license or otherwise permit third party to occupy or use any Site. CA 20: CPO shall not assign its rights and obligations without CESL's prior written consent.	bears stamp duty and registration costs; (b) will the Bidder be allowed to create a leasehold mortgage / charge on its interest and on the Project assets in favour of financing institutions, notwithstanding Cl. 8.5 and CA Cl. 20;	
13	Section 4 (Part B), Cl. 8.3.2 and Definition 32 "Land Lease Rent", 103-104; 99	Monthly Land Lease Rent = Establishment Area x Sum of Land/Estate tariff under: 1. "Service Charge on Commercial Lease Estate" (Sl. No. 18, Page 2); 2. "Developed Land for Parking outside the Customs-Bound Area (other than CPP)" (Sl. No. 8, Page 2) as specified in Gazette Notification No. [JNPA/FIN/TARIFF/2025-26/189], and as amended from time to time.	Please share the latest JNPA estate tariff circular / Gazette notification and all amendments.	**Clarification:** Refer Appendix 2.
14	Section 4 (Part B; Part C), Cl. 8.3.2; Part C Cl. 10.2, 103-104; 121	Part C 10.2: LLS is calculated on the actual Establishment Area, the applicable JNPA Land/Estate Tariff and "annual escalation of 2%" over the Contract Period. Cl. 8.3.2 applies	Please clarify whether the actual Land Lease Rent is subject to annual escalation. The 2% escalation appears in the LLS formula (Part C 10.2) but not in Cl. 8.3.2, and the JNPA tariff circular shows no annual escalation. Is the 2% applied only to compute the LLS, or also to the rent actually payable? If JNPA policy (PGLM 2015, referred to in the circular) provides for	**Clarification:** No changes clause remains same as per RfP.

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		the tariff "as amended from time to time".	escalation, please state the rate and applicable date.	
15	Section 4 (Part B; Part C), Cl. 8.3.2 ("as amended from time to time"); Cl. 8.29; Part C Cl. 10.2, 10.5, 103-104; 108; 121	... as specified in Gazette Notification ... and as amended from time to time. (8.29: The Selected Bidder shall also pay increase in the taxes and/or any levies on the land area used specifically for Project.)	If JNPA increases the base rate by a later amendment, what is the implication for the Bidder? Please clarify (a) from what date a revised rate applies, and whether it applies only prospectively with prior notice; (b) whether any cap applies to revisions during the Contract Period; (c) how the LLS will be recalculated and within what time any shortfall must be furnished; and (d) whether any adjustment is available against the revenue share, since the bid price is firm for the whole Contract Period.	**Amendment:** Section 4, Part B, Clause 8.3.2 is amended as below: 8.3.2. The applicable monthly Land Lease Rent for each site shall be calculated as below: Monthly Land Lease Rent for each location (INR/month) = Establishment Area, actually occupied by the Project Facilities and their associated fixed infrastructure, excluding parking space and vehicle circulation areas X Sum (sr. no 1 & 2) of Land/Estate tariff under the category: 1. "Service Charge on Commercial Lease Estate" (Sl. No. 18, Page 2), as specified in Gazette Notification No. [JNPA/FIN/TARIFF/2025-26/189], and as amended from time to time. & 2. "Developed Land for Parking outside the Customs-Bound Area (other than CPP)" (Sl. No. 8, Page 2) as specified in Gazette Notification No. [JNPA/FIN/TARIFF/2025-26/189], and as amended from time to time.
16	Section 4 (Part B), Cl. 8.3.2, 8.4, 8.25, 8.29 (read with JNPA Trade Notice JNPA/FIN/ESTATE REV/25-26/213), 103-104; 108	8.3.1: The Selected Bidder shall pay (i) the applicable Monthly Land Lease Rent and (ii) the applicable Monthly Revenue Share. 8.29: The Selected Bidder shall pay all statutory levies and taxes ... and any increase in taxes / levies	Whether the trucker will be required to pay the parking charges if it is accessing the site only for swapping?	**Clarification:** No changes clause remains same as per RfP.

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<tr><td></td><td></td><td>on the land area used specifically for the Project.</td><td></td><td></td></tr>
<tr><td>17</td><td>Section 4 (Part B), Cl. 8.8 (read with Cl. 10.5.9 and Annexure 1), 104</td><td>The Selected Bidder shall be entitled to charge or determine a service fee from the end-users for swapping of battery / charging of the electric vehicle from the end customer. The service fee shall comply at the rates to latest CEA/MoP/SERC/State regulations/amendments or as per latest guidelines/amendments issued by authorized Govt agency.</td><td>Please clarify if service charges capping will be applicable for battery swapping. In terms of mop guidelines, it is not mentioned.</td><td><u>Amendment:</u>
<u>Section 4, Part B, Clause 10.5.9 is amended as below:</u>
10.5.9. Revenue sharing by the selected bidder with CESL is mentioned below:
<table>
<tr><th>Parameters</th><th>Unit Price (Rs/kWh) (Excl. GST)</th></tr>
<tr><td>Min Charges to be paid to CESL (A)</td><td>1.5</td></tr>
<tr><td>Bid Parameter (B)</td><td>n</td></tr>
<tr><td>Agreed Revenue Sharing Price to CESL by Bidder (A+B)</td><td>1.5 + n</td></tr>
<tr><td>“Service charge ceiling limits (INR / kWh) (inclusive of revenue sharing price to CESL) as per MoP Guideline for EV charging stations & Battery Swapping stations & its Amendment time to time”, if applicable.</td><td>Service charge ceiling limit as per MoP guidelines, if applicable.</td></tr>
</table>
Note: Here ‘n’ (INR / kWh) indicates the bidding price and should be greater than zero. In case of negative bidding, the bid shall be outrightly rejected.
<u>Section 4, Part C, Annexure 1, Sl. No. 1 (Criteria (Revenue Sharing) table is amended as below:</u>
<table>
<tr><th>Parameters</th><th>Unit Price (Rs/kWh) (Excl. GST)</th></tr>
<tr><td>Min Charges to be paid to CESL (A)</td><td>1.5</td></tr>
<tr><td>Bid Parameter (B)</td><td>n</td></tr>
<tr><td>Agreed Revenue Sharing Price to CESL by Bidder (A+B)</td><td>1.5 + n</td></tr>
<tr><td>“Service charge ceiling limits (INR / kWh) (inclusive of revenue</td><td>Service charge ceiling limit as per MoP guidelines, if applicable.</td></tr>
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				sharing price to CESL) as per MoP Guideline for EV charging stations & Battery Swapping stations & its Amendment time to time", if applicable.	
18	Section 4 (Part B), Cl. 8.9, 105	This should be hosted on the CMS of CESL (existing or new or appointed Third party) and the Selected Bidder shall ensure that there is OCPI integration capabilities between software system of the bidder and CESL. To enhance utilization, the Selected Bidder may ensure OCPI integration with multiple CMS/similar management system of Third-Party vendor. Furthermore, bidder should ensure that CESL receives real time notifications and on-demand reports on all swapping stations through app and dashboard.	OCPI integration is not applicable for swapping system, only for chargers. Pls clarify requirement is aligned.	**Amendment:** Section 4, Part B, Clause 8.9 is amended as below: 8.9. BSS/EVCI Management System/Charge-point Management System (CMS): For e-Truck Battery Swapping with High-Capacity Charging and BSS, Bidder should have a dedicated app and dashboard for effective operation. e-Truck Battery Swapping with High-Capacity Charging and 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. For EV chargers, to enhance utilization, the Selected Bidder may ensure OCPI integration with multiple CMS/similar management system of CESL & Third-Party vendor, as per the requirement. Further, the bidder shall be responsible for submitting the monthly MIS report as per the format of CESL in first week of every month.	
19	Section 4 (Part B), Cl. 8.9, 105	This should be hosted on the CMS of CESL (existing or new or appointed Third party) and the Selected Bidder	Pls clarify: a) Who will bear the cost of hosting CMS of CESL b) Format of real time notifications and reports required	**Clarification:** a) The cost of hosting of CMS shall be borne by CESL, if CESL would like to host on its server. b) Format of real time notifications and reports required; Formats for the same shall be shared after	

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		shall ensure that there is OCPI integration capabilities between software system of the bidder and CESL. To enhance utilization, the Selected Bidder may ensure OCPI integration with multiple CMS/similar management system of Third-Party vendor. Furthermore, bidder should ensure that CESL receives real time notifications and on-demand reports on all swapping stations through app and dashboard.		issuance of the LoA to the respective successful bidder.
20	Section 4 (Part B), Cl. 8.10 (read with Cl. 8.9), 105	SLA Monitoring Portal: ... The Selected Bidder shall, throughout the Contract Period and at no additional cost to CESL, provide CESL with secure, role-based access to its CMS portal/dashboard, or a separate web-based portal integrated therewith, for monitoring and verification of compliance with the	Cl. 8.9 requires the Equipment to be hosted on CESL's CMS, whereas Cl. 8.10 requires the Bidder to provide access to "its CMS portal". Please clarify (a) which platform hosts the SLA portal; (b) the functional specification (parameters, refresh frequency, user roles, number of CESL users, report formats); (c) the date by which it must be live; and (d) whether CESL's CMS (existing, new or third-party) will provide the SLA module.	**Clarification:** Please refer to Sl. No. 18,19 of this Amendment, and Section 4, Part B, Clause 8.10

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		SLAs ... including location-wise and Facility-wise uptime, downtime, incident and maintenance records, and downloadable periodic reports.		
21	Section 4 (Part B), Cl. 8.13, 106	A copy of the warranty certificate for each item of installed Equipment shall be submitted to CESL within 03 days from COD of the respective Project Facility.	Please extend the time for submitting warranty certificates from 3 days to 60 days from the COD of the respective Project Facility.	**Clarification:** No changes clause remains same as per RfP.
22	Section 4 (Part B); Concession Agreement, Cl. 8.15.1 (RfP); Cl. 5.10(i) (Concession Agreement), 106; 159	RfP 8.15.1: The Selected Bidder shall take complete responsibility for the operations and maintenance of the Project Facilities ... from the Commercial Operation Date ("COD") of the respective Site until the expiry or earlier termination of the Contract Period. CA 5.10(i): ... operations of Charging Stations/BSS including all the associated infrastructure developed from the date of issuance of LoA till	The RfP places O&M responsibility from COD of each Site, while the Concession Agreement places it from the date of issuance of LoA. Please confirm that O&M responsibility, including SLA, security and damage liability, starts at the COD of each Site, and that the Concession Agreement will be corrected.	**Clarification:** Please refer to updated Concession Agreement provided in Appendix 3 of this Amendment.

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		the end of the Contract Period.		
23	Section 4 (Part B); Concession Agreement, Cl. 8.15.3 (RfP); Cl. 5.10(iii) (Concession Agreement); Cl. 8.12, 106; 159; 105	8.15.3: ... the cost of repairing any damage or replacing any part of the Project Facilities shall be borne by the Selected Bidder. CA 5.10(iii): Proper monitoring of the locations must be ensured to prevent damage/tampering ... including any parking conflicts and related issues. Further, the cost of any damage ... shall be borne by the CPO/BSO.	Confirm that the bidder is allowed to claim the damage caused due to end user from users of facility.	**Clarification:** No changes clause remains same as per RfP.
24	Section 4 (Part B; Part C), Cl. 8.15.4; Part C Cl. 3.9 (#3), 106; 119	8.15.4: The Selected Bidder shall establish and operate a dedicated Centralized Control Unit (CCU) ... continuous, real-time monitoring of all sites through CCTV and other monitoring devices ... live feeds and automated alerts for any suspicious activities or hardware breaches ... footage and security logs maintained for a minimum period of 7	Please clarify: (a) the technical and functional specification of the CCU, since the penalty refers to "CESL requirements" that are not stated; (b) which "automated alerts" are required (events, recipients, response times); (c) how the "75% of the total sites" requirement is measured; (d) whether the Bidder's existing central monitoring centre, which is not dedicated to this project, can serve as the CCU; (e) whether the 7-day footage may be held on cloud or NVR, and how CESL will access it; and (f) whether the penalty is levied per site or per annum, and only after notice and a cure period.	**Clarification:** No changes clause remains same as per RfP. In accordance with Section 4, part B, Clause 4 (17), CCU is a dedicated monitoring facility, which aggregates live feeds from CCTV cameras or other monitoring devices. The obligation and SLA of CCU is as per Section 4, Part B, Clause 8.15.4 and Part C, Clause 3.9 (3).

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		days. Part C 3.9 (#3): continuous monitoring of a minimum of 75% of the total sites at all times; penalty INR 50,000 per annum until fully compliant as per CESL requirements.		
25	Section 4 (Part B), Cl. 8.15.6, 107	The Selected Bidder shall ensure that the State of Health (SoH) of each swappable battery deployed at the e-Truck Battery Swapping with High-Capacity Charging is maintained at not less than 80% of its original rated capacity throughout the Contract Period.	Please clarify: (a) the method of measuring SoH (who measures, test conditions, frequency, data source such as BMS / CMS); (b) the baseline "original rated capacity" (nameplate or measured at acceptance); (c) the consequence of non-compliance, since Part C 3.9 lists no penalty for SoH (penalty, termination ground, or replacement within a stated time); (d) whether SoH loss from usage outside the OEM duty cycle (for example sustained 300 kW fast charging per dock) is excluded; and (e) whether the threshold can be aligned with the OEM warranty terms of the batteries deployed.	**Amended as:** Section 4, Part B, Clause 8.15.6, Battery State of Health (SOH) is amended as per below – The Selected Bidder shall ensure that the State of Health (SoH) of each swappable battery deployed at the e-Truck Battery Swapping with High-Capacity Charging is maintained at not less than 80% of its original rated capacity throughout the Contract Period, or as per the guidelines issued by the Central/State Authority from time to time.
26	Section 4 (Part B); Concession Agreement, Cl. 8.16 (RfP); Cl. 5.10(v) (Concession Agreement), 107; 159	The Bidder agrees to ensure continuity in operation of the Project facilities at the allotted sites, even at the time of disputes, unless CESL explicitly provides written notice to cease operation by bidder.	Please clarify (a) the maximum period for which the Bidder must continue operations during a dispute; (b) whether the obligation applies to disputes arising from CESL / JNPA default, change in law, or safety concerns; and (c) the time within which CESL must give its written direction once a dispute is raised.	**Clarification:** No changes clause remains same as per RfP. Please refer to Section 4, Part B, Clause 8.16 and updated concession Agreement provided in Appendix 3 of this Amendment.
27	Section 4 (Part B; Part C); Concession Agreement, Cl. 6.5, 8.20 (RfP);	The Selected Bidder shall maintain accurate and up-to-date operating logs, records and monthly reports	Please share the CESL MIS format and the list of parameters (for example energy dispensed, uptime per equipment, incidents, maintenance, swaps), the submission due date each month, and the mode of submission. Please confirm	**Clarification:** Formats will be shared after issuance of LoA to the respective successful bidder.

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	Cl. 5.13 (Concession Agreement); Part C Cl. 3.9 (note), 101; 107; 159; 119	regarding the O&M of the Project Facilities and each item of Equipment. Part C note: the bidder shall be responsible for submitting the monthly MIS report as per the format of CESL.	whether reports generated from the SLA portal (Cl. 8.10) satisfy this requirement.	
28	Section 4 (Part B; Part C); Concession Agreement, Part C Cl. 3.8; Part B Definition 24 "Downtime"; Concession Agreement Definition (cc), 117; 98-99; 151	3.8: The Selected Bidder must maintain availability at a minimum of 95% uptime on a yearly basis ... measured in cumulative hours at the individual Equipment level (excluding power-failure related downtime, scheduled downtime). Def. 24: Downtime is accounted due to disruption in IT service or damaged / faulty equipment ... measured based on server-side error rate. CA (cc): "Monthly Uptime Percentage" ... calendar month.	Please clarify: (a) whether uptime is measured yearly (RfP 3.8) or monthly (CA definition (cc)), what the contract year is, and how the first and last years are treated; (b) what constitutes "individual Equipment" (charger, connector, dock, cabinet or station); (c) the exclusions from downtime: scheduled maintenance (notice and cap), failure of JNPA / DISCOM supply, network (SIM) failure, force majeure, theft / vandalism, port-operation closures and CMS outages; and (d) how "server-side error rate" in Definition 24 reconciles with cumulative hours in Cl. 3.8, and which system is the source of record.	**Clarification:** a. Please refer to Section 4, Part C, Clause 3.8, and 3.9 (2), and Part B, Clause 4 (23) b. Please refer to Section 4, Part B, Clause 4 (27) c. Please refer to Section 4, Part C, Clause 3.8, and 3.9 (2) d. Please refer to Section 4, Part B, Clause 4 (24) The updated Concession Agreement is provided in Appendix 3 of this Amendment.
29	Section 4 (Part C), Cl. 3.9, Penalty C1 (Theft / vandalism), 118	If the Selected Bidder fails to restore the facility concerned within the aforesaid period of 7 days,	Please clarify: (a) whether the 7-day restoration period can be extended for e-truck BSS and HT equipment, where OEM lead times are long, and whether time taken by insurers, police (FIR) and JNPA / CISF permissions is excluded; (b) the 2x	**Amendment:** Section 4, Part C, Clause 3.9 (Penalty Provision), is amended as per Appendix 1



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		penalty shall be applicable for the delayed period beyond such 7 days: C1 = Rated Capacity of the affected item of Equipment (in kW) x delayed hours beyond 7 days x quantity x applicable utilization rate x Agreed Revenue Sharing Price. Applicable utilization rate = 2 x Weighted average utilization of the preceding last 3 months.	multiplier and the utilisation definition, as for C2; and (c) that the same downtime is not penalised under both C1 and C2.	
30	Concession Agreement, Definition (dd) "Operating Cost", 151	"Operating Cost" shall include direct electricity energy charge payment through payment gateway service provider appointed by CPO/BSO, salary of supervisor ... salary of semi-skilled/skilled workers ... annual maintenance cost of chargers, telecommunication cost, IT system cost, and customer support.	Please clarify where "Operating Cost" is used in the Concession Agreement, since it appears only in the definition, and whether any payment, compensation or termination computation is based on it. If it is not used, please delete it.	**Clarification:** The terminology is used for definition purpose only.
31	Section 4, Annexure-2 (A)(2) (also Part C Cl. 19),	PPP MII guidelines issued by Govt. of India shall be applicable for this tender. Only Class-I	Request for relaxation for swapping station of trucks and batteries.	**Clarification:** No changes clause remains same as per RfP.

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	Annexure-2, Eligibility Criteria A(2); Part C Cl. 19, 131-132; 126-127	and Class-II Local Suppliers with minimum local content of 50% and 20% respectively, are eligible to bid in this tender ... issued vide ref no. A-1/2021-FSC-Part (5) GoI, MOP Dated 16.11.2021.		
32	Section 4, Annexure-2 (B)(1), Annexure-2, Technical Qualification Criteria B(1)(b) (read with B(1)(a) and Annexure-3), 133; 138	At least 5 numbers of N3 Category e-Trucks should be in successful operation for within last 2 years on the date of bid opening. Or At least 1 no. of e-Trucks Battery Swapping Station and 2 nos. EV Charging Stations (180 kW and above) should be in successful operation for within last 2 years on the date of bid opening.	There seems to be a typo in clause- Request to confirm the below corrected clause. At least 5 numbers of N3 Category e-Trucks should be in successful operation for within last 2 years on the date of bid opening. Or At least 1 no. of e-Trucks Battery Swapping Station and 2 nos. EV Charging Stations (180 kW and above) should be in successful operation ~~for within last 2 years~~ on the date of bid opening.	**Amendment:** Section 4, Part C, Annexure -2, Qualification Requirement, Technical Qualification, Clause – b is amended as below: At least 5 numbers of N3 Category e-Trucks should be in successful operation for at-least 2 years on the date of bid opening. Or At least 1 no. of e-Trucks Battery Swapping Station and 2 nos. EV Charging Stations (180 kW and above) should be in successful operation as on the date of bid opening.
33	Section 4 (Part B), Cl. 9.1 (Cl. 9.1.1 to 9.1.5), 109	9.1. e-Truck Battery Swapping with High-Capacity Charging Station: 9.1.1. Configuration: 7+1. Note: 1 operational dock shall remain vacant and available for always receiving a discharged battery.	Pls clarify if Battery capacity and charger rating can be higher?	**Clarification:** Section 4, Part B, Claus9, provides minimum configuration. The Selected Bidder can establish the Project Facility for higher configuration.

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		9.1.2. Charging capacity of each dock: 300 kW 9.1.3. EV Charger power rating: 240 kW DC (Can share the rectifier with BSS) 9.1.4. Battery Capacity: 250 kWh 9.1.5. Minimum Quantity: 1 e-Truck Battery Swapping with High-Capacity Charging Station of above specification."		
34	Section 4 (Part B); Section 4, Annexure-2, Cl. 10.4 (location, facility table and implementation timeline); 111	10.4. The Selected Bidder shall complete the survey, planning, design, procurement, supply, installation, testing and commissioning of the relevant Project Facilities within the timelines specified below, calculated from the date of issuance of LoA ... or from the date of issuance of NOC ... or from the date of issuance of NTP ..., whichever is later." The timelines are 180 days for CPP and Parking-4 (e-truck battery swapping stations) and	It is requested that the implementation timeline in Cl. 10.4 be extended to 360 days for all five locations, calculated from the later of the dates of issue of the LoA, NOC and NTP.	**Clarification:** No changes clause remains same as per RfP.



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		120 days for Parking 10-SEZ, Parking 11-PUB and Parking 12-Admin (EVCI and/or 2W/3W BSS). At least 5 numbers of N3 Category e-Trucks should be in successful operation for within last 2 years on the date of bid opening. Or At least 1 no. of e-Trucks Battery Swapping Station and 2 nos. EV Charging Stations (180 kW and above) should be in successful operation for within last 2 years on the date of bid opening.		
35	Section 4 (Part B); Concession Agreement, Cl. 8.2.2 (also Cl. 8.31, 8.32; Concession Agreement Cl. 5.7(i)), 103; 109; 157	8.2.2: "Power connection shall be in the name of CESL followed by selected bidder name and the address of the respective Site identified under the RfP." 8.31: "The Selected Bidder may even explore the option of availing Green tariff or green power through	As the electricity connection is to be held in the name of CESL, CESL would be the consumer for the purposes of open access power. Under the captive framework (Electricity Rules, 2005), a consumer must hold at least 26% of the ownership of the generating company or SPV to qualify as a captive user. Please clarify whether CESL would be willing to subscribe to 26% equity in an SPV set up for sourcing open access power for the Project, to enable the Selected Bidder to avail green power as contemplated in Cl. 8.31.	**Clarification:** No changes clause remains same as per RfP.

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		open access with approval of CESL."		
36	Section-6, Attachment-2	BG/ CPG Format	*Include This "The liability of the Guarantor under this Guarantee shall not exceed Rs _____ (Rupees _____only) (the "**Guaranteed Amount**").* *This Guarantee shall be valid up to_____ (the "**Expiry Date**").* *Notwithstanding anything to the contrary contained herein, no obligation of the Guarantor to pay any amount under this Guarantee shall arise prior to the fulfilment of the following conditions precedent:* *(a) written claim/demand(s) in terms of this Guarantee of an aggregate amount less than or equal to the Guaranteed Amounts is/are made by the Beneficiary hereunder; and* *(b) such written claim/demand(s) is/are delivered to the Guarantor on or before the Expiry Date at the ICICI Bank branch located at ICICI Bank Limited Nyloc house, Gr floor, Dr Annie Besant Road, Hanuman Nagar Worli, 400030 Mumbai."*	**Clarification:** No changes clause remains same as per RfP.
37	Section 4 Part B, Clause 7.2	Site handover	Please confirm the site-wise handover date, whether each site will be vacant, encumbrance-free and accessible 24x7, and the remedy/time extension if any site is not handed over as scheduled. Confirm handover milestones and relief for delay not attributable to bidder.	**Clarification:** No changes clause remains same as per RfP. Please refer to Section 4, • Part B - Clause 7, 8.6, and 10.4 • Part C, Clause 3.
38	Section 4 Part B, Clause 8.2	Upstream electrical infrastructure	Please define the exact boundary of JNPA's scope up to the designated metering point, including sanctioned load, voltage level, cable termination, transformer/substation availability, protection, metering location and responsibility	**Clarification:** JNPA shall provide the required upstream electrical infrastructure up to the designated metering point at the site periphery. Please refer to Section 4, Part B,

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			for any upstream augmentation. Provide single-line diagrams and interface matrix for each site.	• Clause 8.2 for Power Connection. • Clause 6 for Scope of Work of Selected Bidder.
39	Section 4 Part B, Clauses 8.2, 8.6 & 8.7	Power availability and sanctioned load	Please provide available/sanctioned load, maximum demand, supply reliability and expected energisation timelines for each site, including the e-truck BSS site requiring 11 kV/33 kV supply. Who bears cost and schedule risk if supply is delayed or insufficient? Confirm site-wise power data and delay-risk allocation.	**Clarification:** No changes clause remains same as per RfP. Please refer Section-4 Part B, Clauses 8.2, 8.6 and 8.7
40	Section 4 Part B, Clauses 8.3 & 8.7	Electricity tariff and charges	Please provide the applicable DISCOM tariff category and current schedule of energy charges, demand/fixed charges, electricity duty, FAC/PPA surcharge and other levies. Confirm how tariff changes during the contract period will be treated in the commercial model. Provide latest tariff order and illustrative monthly bill.	**Clarification:** No changes clause remains same as per RfP. Please refer to Section 4, Part B, Clause 8.3.6.
41	Section 4 Part B, Clause 8.3; Reserve Price definition	Revenue-share calculation	The tender states reserve price of ₹1.50/kWh and defines agreed revenue-sharing price as reserve price plus bidder quote, applied to billed electricity consumption. Please confirm the precise formula, whether GST applies to revenue share, and how auxiliary consumption, transformer losses and common-area consumption are treated. Issue a worked numerical example for each facility type.	**Clarification:** Please refer to Section 4, Part C, Clause 2, for Taxes and duties. Please refer Section 4, Part B, Clause 8.3.
42	Section 4 Part B, Clause 9.1	E-truck battery swapping configuration	Please confirm whether the minimum 7+1 configuration means eight docks in total, with one dock always vacant, and clarify the quantity of batteries to be supplied initially, battery inventory buffer and whether batteries for all compatible truck models are within bidder scope. Confirm exact dock and battery quantity / compatibility requirements.	**Clarification:** The Selected Bidder shall be responsible for establish Project Facilities in accordance with Section 4, Part B, Clause 9 and subsequently undertake the operation and maintenance.

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43	Section 4 Part B, Clause 8.15.5 and OEM warranty provisions	Warranty and replacement	Please clarify minimum warranty periods for chargers, BSS, batteries, transformers, power electronics, software and civil/electrical works. Confirm whether battery replacement and major component replacement costs after OEM warranty are fully at bidder risk and whether any lifecycle reserve is assumed by CESL. Provide equipment-wise warranty matrix and clarify exclusions.	**Clarification:** Please refer to Section 4, Part B, • Clause 8.13 for Warranty of the Equipment conditions • Clause 8.15.5 for replacement conditions
44	Section 4 Part B, Clause 8.15 / O&M	Operations staffing and operating hours	Please confirm required operating hours, minimum staffing by site/shift, qualifications, emergency response times, spares stocking and customer support language/coverage. Is 24x7 operation mandatory at every facility? Provide staffing and response-time matrix.	**Clarification:** The Operation and Maintenance of the Project Facilities is under the scope of Selected Bidder. The bidder shall determine staffing and shift deployment adequate to achieve the SLAs, safety, security and customer-support obligations. The availability of the Project Facilities shall be in accordance with Section 4, Part C, Clause 3.8.
45	Section 4 Part B, charging tariff / user operations	End-user tariff and pricing freedom	Please confirm whether the bidder may set end-user charging/swapping tariffs, any tariff cap or approval process, treatment of GST/payment gateway charges, and whether CESL/JNPA may direct promotional or discounted tariffs without compensation. Provide tariff-setting policy and change mechanism.	**Clarification:** Service fee from end-user shall be in accordance to Section 4, Part B, Clause 8.8.
46	Section 4 Part B, EV charging / BSS operations	Demand and utilisation assumptions	Please share historical/forecast EV traffic, e-truck movements, fleet commitments, expected charging/swapping demand and any anchor-customer arrangements for each site. Please confirm whether any minimum utilisation or demand guarantee is provided. Provide demand data; confirm no minimum demand guarantee if none.	**Clarification:** No changes clause remains same as per RfP.
	Section 4 Part B, battery swapping / interoperability	Vehicle and battery compatibility	Please specify compatible e-truck OEMs/models, battery dimensions, voltage/current, connector/ communication	**Clarification:** No changes clause remains same as per RfP.

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47			protocol, swap interface, safety interlocks and responsibility for future compatibility upgrades. Provide approved compatibility matrix and interface specifications.	
48	Section 4 Part B, software / metering / reporting	CMS, payment and data integration	Please define OCPP/version requirements, CMS/API integration, payment methods, energy meter data access, reporting formats, cybersecurity requirements, data ownership and integration/testing responsibility with CESL/JNPA systems. Provide interface-control document and acceptance test cases.	**Clarification:** In accordance to Sl. No. 18 of this Amendment and Section 4, Part B, Clause 8.10.
49	Section 4 Part B, Clause 8.31	Green power and carbon credits	Please confirm whether green tariff/open-access arrangements require prior approval, who bears wheeling/banking/open-access charges, and the process for measurement, verification, registration and sharing of carbon credits in the stated 90:10 ratio. Confirm carbon-credit methodology and allocation of transaction costs.	**Clarification:** The Selected Bidder is responsible for exploring the option for availing green alternate sources and shall be responsible to bear all the associated costs. Please refer to Section 4, Part B, Clause 8.31. The monetization of any carbon assets from the Projects shall be attributable to the Selected Bidder and CESL in the ratio of 90%:10%. All associated cost shall be born by the Selected Bidder. **Amendment:** Section 4, Part B, Clause 8.30 is amended as below: The Selected Bidder agrees to support in the tracking and verification of Carbon Emission Reductions attributable to Project Facilities deployed by them as part of this contract. The Selected Bidders shall have the right to prepare and monetize the carbon assets generated under the project. This means that it 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 Projects and any carbon credits generated from Project Facilities during the contract period shall be attributable to the Selected Bidder and CESL in the ratio of 90%:10%.

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50	Bid Details, Page 2,	Online Bid Submission Period	Considering 5 locations and nature of work we request to extend the timeline by minimum 15 days.	**Clarification:** Please refer to Amendment
51	Project Information, Technical Information, Page 95	Location Details-Project Facility	Can a bidder can participate for only Charging station and not the battery swapping station. Remark: As both battery swapping and EV Charging Station are totally different propositions, we request to keep it separate as we as TATA Power EV Charging Solutions limited are expert in installation of EV Charging station and not the Battery swapping station.	**Clarification:** No changes clause remains same as per RfP.
52	Point no. 45, Page 100	Utilization Revenue sharing	As per RFP the revenue sharing is calculated basis total electricity consumed by the EV charger, however as per industry standards. Remark: Revenue sharing is on actual consumption for vehicle charging.	**Clarification:** No changes clause remains same as per RfP.
53	10.5.9/ 10.2, Page no. 113/121	CESL Revenue sharing	Is Revenue Sharing and Land Lease charges both are applicable? Remark: We request to keep any one i.e. revenue sharing or Land lease considering Capex and recurring O&M cost and Business viability.	**Clarification:** No changes clause remains same as per RfP. Refer Section 4, Part B , clause 8.3 for details.
54	GG, Page 152	Public Charging Station shall mean an EV Charging Station set up at the identified locations where any electric vehicles can get it battery charged	Request to confirm if any EV vehicles will be allowed or charging or it will be exclusively for JNPT customers. Remark: The PCS should be accessible to all Public having EV vehicle 24/7 and should not restricted to JNPT customers considering desired utilization and business viability.	**Clarification:** The Project Facilities are useable to all the EVs which are allowed to enter inside JNPA premises
55	9.2, Page 162	As per RFP Upstream infra will be provided by Authority.	Upstream infra up to meter location will be done by Authority or the bidder. Remark: If all the Infra is to be done by bidder up to the meter location, then power connection to be on bidder name.	**Clarification:** JNPA shall provide the required upstream electrical infrastructure up to the designated metering point. Refer Section 4, Part B, Clause 8.2.1.



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56	Section No. 3 (GCC) Page No. 7/54 (PDF Page No. 43) Clause 3.6.1	iii) …All the above Contracts will contain a crossfall breach clause specifying that breach of one Contract will constitute breach of the other Contracts which will confer a right on CESL to terminate the other Contracts also at the risk and the cost of the contractor /Implementing Partner for the Project, for which awards have been made.	A minor dispute or delay in a minor service/civil component could jeopardize the entire supply and installation package. Request a restriction of the crossfall breach only to material, wilful, or fundamental breaches rather than minor administrative defaults. Clarify whether termination under one contract would only impact other contracts if the breach directly impairs the core execution of provisions therein.	**Clarification:** Section 4 supersedes the other sections of the RfP, wherever contradicted. No changes clause remains same as per RfP.
57	Section No. 3 (GCC) Page No. 13/54 (PDF Page No. 49) Clause 7.3.1.8	The Contractor or Implementing Partner shall guarantee the long-term availability of spares to CESL for the full life of the equipment covered under the Contract. The Implementing Partner shall guarantee that before going out of production of spare parts of the equipment covered under the Contract, he shall give CESL at least 02 years advance notice so that the latter may order his bulk requirement of	Forcing the disclosure of proprietary manufacturing drawings and material specs poses severe intellectual property and confidentiality breach to the Operator/OEM. Limit the long-term spares availability obligation to a fixed timeframe and clarify that proprietary manufacturing drawings/blueprints which compromise OEM trade secrets / IP are excluded.	**Clarification:** Section 4 supersedes the other sections of the RfP, wherever contradicted. No changes clause remains same as per RfP.

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		spares, if it so desires. The same provision will also be applicable to Sub-Implementing Partners. Further, in case of discontinuance of manufacture of any spares by the Contractor and/or his Sub-Contractor or Implementing Partner, Implementing Partner will provide CESL, two years in advance, with full manufacturing drawings, material specification and technical information including information on alternative equivalent makes required by CESL for the purpose of manufacture/procurement of such items.		
	Section No. 3 (GCC) Page No. 19/54 (PDF Page No. 55) Clause 14.4	For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing	The Operator has to entirely absorb supply chain cost inflations arising from statutory tax modifications (such as GST rate changes on components or sub-assemblies). Request: Clarify that statutory variations in taxes and duties impacting the overall cost of manufacturing, raw materials, and bought-out components required for the Facilities shall also qualify for equitable contract price adjustment.	**Clarification:** Section 4 supersedes the other sections of the RfP, wherever contradicted. No changes clause remains same as per RfP.

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58		at the date seven (7) days prior to the last date of bid submission in the country where the Site is located (hereinafter called "Tax" in this GCC Sub-Clause 14.4). If any rates of Tax are increased or de-creased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Implementing Partner in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there-from, as the case may be, in accordance with GCC Clause 36 (Change in Laws and Regulations)	Kindly amend the provision to cover broad statutory tax and duty changes impacting the overall cost of manufacturing and supply, rather than restricting it solely to direct billing transactions with CESL.	

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		hereof. However, these adjustments would be restricted to direct transactions between CESL and the Contractor/assignee of Foreign Implementing Partner (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Implementing Partner/assignee and also not applicable on the bought-out items dispatched directly from sub-vendor's works to site.		
59	Section No. 3 (GCC) Page No. 31/54 (PDF Page No. 67) Clause 23.11	The Implementing Partner shall uncover any part of the Facilities or foundations or shall make openings in or through the same as the Project Manager may from time to time require at the Site and shall reinstate and make good such part or parts.	Frequent or arbitrary dismantling of completed foundations can cause severe project delays. Request: Insert a clause requiring CESL to provide written justification prior to ordering the uncovering of completed work and ensure explicit protection of timelines and cost reimbursements if work is found compliant.	**Clarification:** No changes clause remains same as per RfP.
	Section No. 3 (GCC) Page No. 32/54	If for reasons not attributable to the Implementing Partner, the Guarantee Test of	Unverified delays in conducting Guarantee Tests due to lack of site readiness by CESL can artificially delay the issuance of the Operational Acceptance Certificate and release	**Clarification:** Section 4 supersedes the other sections of the RfP, wherever contradicted. No changes clause remains same as per RfP.

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60	(PDF Page No. 68) Clause 25.2.2	the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion specified in the SCC or any other period agreed upon by CESL and the Implementing Partner, the Implementing Partner shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GCC Sub-Clauses 28.2 and 28.3 shall not apply.	of securities. Clarify that if the Guarantee Test is delayed beyond 30 days due to reasons attributable to CESL (such as failure to supply utilities or raw materials), the Facilities shall automatically be deemed to have achieved Operational Acceptance.	
61	Section No. 3 (GCC) Page No. 53/54 (PDF Page No. 71) Clause 27.8	If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by CESL because of any of the aforesaid reasons. Upon	Cascading or repetitive component failures could indefinitely extend the Defect Liability Period and lock up the Performance Bank Guarantee (CPG). Request: Insert an absolute cap (sunset clause) stating that the total cumulative Defect Liability Period for the Facilities or any part thereof shall in no event exceed 24 months from the initial date of Completion, regardless of individual component replacements.	**Clarification:** Section 4 supersedes the other sections of the RfP, wherever contradicted. No changes clause remains same as per RfP.



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		correction of the defects in the Facilities or any part thereof by repair/ replacement, such repair/replacement shall have the Defect Liability Period extended by a period of twelve (12) months from the time such replacement/ repair of the Facilities or any part thereof.		
62	Section No. 3 (GCC) Page No. 37/54 (PDF Page No. 73) Clause 30	Limitation of Liability 30.1 Except in cases of criminal negligence or wilful misconduct, (a) the Implementing Partner shall not be liable to the CESL, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Implementing Partner to pay liquidated damages to CESL and	The aggregate liability cap (Total Contract Price) must be absolute and mutually reciprocal (i.e. applies to CESL as well, barring fraud/wilful misconduct). Explicitly cap Liquidated Damages for delay and functional guarantees under a clear, combined maximum percentage.	**Clarification:** Section 4 supersedes the other sections of the RfP, wherever contradicted. No changes clause remains same as per RfP.

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		(b) the aggregate liability of the Implementing Partner to CESL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Implementing Partner to indemnify CESL with respect to patent infringement or as specified in SCC		
63	Section No. 3 (GCC) Page No. 37/54 (PDF Page No. 73) Clause 31.1	Ownership of the Plant and Equipment (including spare parts) procured in the country where the Site is located shall be transferred to CESL when the Plant and Equipment are reached at site.	The Operator bears the physical risk and insurance burden for equipment that legally belongs to CESL once unloaded at the site. Request: Align the transfer of risk with the transfer of custody/ownership or ensure that the 'Installation All Risks' insurance maintained by the Operator comprehensively covers this gap without exposing the Operator to un-insurable shortfalls.	**Clarification:** Section 4 supersedes the other sections of the RfP, wherever contradicted. No changes clause remains same as per RfP.
64	Section No. 3 (GCC) Page No. 38/54 (PDF Page No. 74) Clause 32.1	The Implementing Partner shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GCC Clause 24	The Operator bears the physical risk and insurance burden for equipment that legally belongs to CESL once unloaded at the site. Request: Align the transfer of risk with the transfer of custody/ownership or ensure that the 'Installation All Risks' insurance maintained by the Operator comprehensively covers this gap	**Clarification:** Section 4 supersedes the other sections of the RfP, wherever contradicted. No changes clause remains same as per RfP.

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		(Completion of the Facilities) or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Implementing Partner shall also be responsible for any loss or damage to the Facilities caused by the Implementing Partner or its Sub Implementing Partners in the course of any work carried out, pursuant to GCC Clause 27 (Defect Liability). Notwithstanding the foregoing, the Implementing Partner shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or	without exposing the Operator to un-insurable shortfalls.	

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		referred to in paragraphs (a), (b) and (c) of GCC Sub-Clauses 32.2 and 38.1.		
65	Section No. 3 (GCC) Page No. 41/54 (PDF Page No. 77) Clause 34.6	If the Implementing Partner fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 34.1, CESL may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Implementing Partner under the Contract any premium that CESL shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Implementing Partner. If CESL fails to take out and/or maintain in effect the insurances referred to in GCC 34.5, the Implementing Partner may take out and maintain in effect any such insurances and may from time to time deduct from any	The phrasing creates potential ambiguity regarding liability overlaps if insurance underwriters deny claims. Request: Clarify that if an insurance policy is unobtainable in the market through no fault of the Operator, the parties shall mutually agree on an alternative risk-mitigation approach without penalizing the Operator.	**Clarification:** Section 4 supersedes the other sections of the RfP, wherever contradicted. No changes clause remains same as per RfP.

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		amount due CESL under the Contract any premium that the Implementing Partner shall have paid to the insurer or may otherwise recover such amount as a debt due from CESL. If the Implementing Partner fails to or is unable to take out and maintain in effect any such insurances, the Implementing Partner shall nevertheless have no liability or responsibility towards CESL, and the Implementing Partner shall have full recourse against CESL for any and all liabilities of CESL herein.		
66	Section No. 3 (GCC) Page No. 43/54 (PDF Page No. 79) Clause 36.1	If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance ,order or by-law having the force of law is enacted, promulgated,	The Operator has to entirely absorb supply chain cost inflations arising from statutory tax modifications (such as GST rate changes on components or sub-assemblies). Request: Clarify that statutory variations in taxes and duties impacting the overall cost of manufacturing, raw materials, and bought-out components required for the Facilities shall also qualify for equitable contract price adjustment.	**Clarification:** Section 4 supersedes the other sections of the RfP, wherever contradicted. No changes clause remains same as per RfP.



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		abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Implementing Partner and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased and/or the Time for Completion shall be reasonably adjusted to the extent that the Implementing Partner has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between CESL and the Implementing Partner/Assignee of Foreign Implementing Partner (if applicable). These adjustment shall	Kindly amend the provision to cover broad statutory tax and duty changes impacting the overall cost of manufacturing and supply, rather than restricting it solely to direct billing transactions with CESL.	

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		not be applicable on procurement of raw materials, intermediary components etc. by the Implementing Partner/Assignee of Foreign Implementing Partner and shall also not be applicable on bought out items dispatched directly from sub-vendor works to site. Further, no adjustment of the Contract Price and/or payment or reimbursement of taxes, duties or levies shall be made on account of variation in or withdrawal of Deemed Export benefits. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the		

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		Appendix 2 to the Contract Agreement.		
67	Section No. 3 (GCC) Page No. 83/54 (PDF Page No. 83) Clause 41	**Suspension** 41.1 CESL/ Project Manager may, by notice to the Implementing Partner, order the Implementing Partner to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons, therefore. The Implementing Partner shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Project Manager/ CESL.	Prolonged suspensions tie up valuable Operator resources, manpower, and capital equipment without a guaranteed mechanism for idle-time compensation. Request: Include an explicit provision that any suspension ordered by CESL exceeding 14 consecutive days shall entitle the Operator to an equitable adjustment of the Contract Price to cover proven idle-time costs for personnel and machinery, alongside timeline extensions. Shorten CESL's payment default cure period or ensure clear interest penalties for delayed invoice approvals.	**Clarification:** Section 4 supersedes the other sections of the RfP, wherever contradicted. No changes clause remains same as per RfP.
	Section No. - 4 (Volume 2) Page No. - 133 Para No/Clause	a.) The Bidder should have manufactured and supplied at least twenty 20 N3-category e-	a.) The Bidder should have manufactured and supplied at least twenty 20 N3-category e-Trucks during the last five (5) years ending on the Relevant Date;	**Clarification:** No changes clause remains same as per RfP. Please refer Sl. No. 32 of this Amendment.



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68	No. – B (1) Technical Qualification Criteria	Trucks during the last five (5) years ending on the Relevant Date; Or The Bidder should have established (erected and commissioned) at least 1 no e-Truck Battery Swapping Station and at least 2 EV Charging Stations (180 kW and above), during the last five (5) years ending on the Relevant Date; Or The Bidder should have manufactured and supplied N3-category e-Trucks having an aggregate value of at least INR 15 crore during the last 5 years ending on the Relevant Date; Relevant date is 31st March 2026. b.) At least 5 numbers of N3 Category e-Trucks should be in successful operation for within last 2 years on the date of bid opening. Or	Or The Bidder should have established (erected and commissioned) at least 1 no e-Truck Battery Swapping Station ~~and~~ **or** at least 2 EV Charging Stations (180 kW and above), during the last five (5) years ending on the Relevant Date; Or The Bidder should have manufactured and supplied N3-category e-Trucks having an aggregate value of at least INR 15 crore during the last 5 years ending on the Relevant Date; Relevant date is 31st March 2026. b.) At least 5 numbers of N3 Category e-Trucks should be in successful operation for within last 2 years on the date of bid opening. Or At least 1 no. of e-Trucks Battery Swapping Station ~~and~~ **or** 2 nos. EV Charging Stations (180 kW and above) should be in successful operation for within last 2 years on the date of bid opening.	

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		At least 1 no. of e-Trucks Battery Swapping Station and 2 nos. EV Charging Stations (180 kW and above) should be in successful operation for within last 2 years on the date of bid opening		
69	Section 4, Part B, 3. Details of Locations (pg 95) Annexure 4a (pg 140)		Please confirm the minimum and maximum land area available at each of 5 site for the proposed facilities	**Clarification:** Please refer to Section 4, Part C, Clause 10.3
70	General Query, No specific reference		Please confirm whether the bidder will receive uninterrupted access to the allocated site throughout the concession period and what remedies will apply if JNPA requires relocation or restricts access.	**Clarification:** Please refer to Section 4, Part B, Clause 7 for Scope of Work of JNPA
71	Section 4, Part B, 3. Details of Locations (pg 95) Annexure 4a (pg 140)		Please specify if a bidder can choose to bid for selective land parcels or it is mandatory to bid for all identified land parcel and charging infrastructure.	**Clarification:** No changes clause remains same as per RfP.
72	General Query, No specific reference		Please confirm the handover condition of each site, availability of topographical/utility drawings, soil and drainage information, existing underground services, stormwater arrangements and any civil/structural constraints.	**Clarification:** Please refer to Section 4, Part B, Clause 7.2
73	General Query, No specific reference		Please specify if detailed layout drawing in CAD will be provided to bidder for each identified location for layout planning and	**Clarification:**

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			drawing preparation.	Please refer to Section 4, Part B, Clause 6 and Part C, Clause 10.3
74	Part B, Section 4 8. Obligation of Bidder, 8.2.1, pg 102		Please provide the existing electrical infrastructure details for each site, including nearest substation, feeder voltage, available transformer capacity, spare sanctioned load and distance to the proposed metering point.	**Clarification:** Please refer to Section 4, Part B, Clause 6.4
75	Part B, Section 4 8. Obligation of Bidder, 8.2.1, pg 102		Please confirm the firm power capacity that JNPA can make available at each site in kW/kVA, along with the committed voltage level for each site	**Clarification:** Power Level is to be specified by the Selected Bidder. Please refer to Section 4, Part B, Clause 8.2.1
76	Part B, Section 4 8. Obligation of Bidder, 8.2.1, pg 102		In case the existing Power capacity at any site is insufficient to power the BSS/Charging facility, please confirm is necessary augmentation of Upstream Infra will be done by JNPA with no cost to the bidder	**Clarification:** No changes clause remains same as per RfP.
77	Pg 157, 5.7 Power Connection, (iv)		The tender requires the bidder to apply for the power connection within 30 days of the Letter of Award. Please clarify how this requirement will operate where load feasibility, site handover or upstream infrastructure details have not yet been confirmed.	**Clarification:** Please refer to Section 4, Part B, Clause 8.6
78	Pg 103, 8.2.2		Please confirm if the application for power is to be done with MSEDCL or JNPA.	**Clarification:** Upstream Electricity Infrastructure up to the designated metering point shall be provided by JNPA. Energy Meter to be obtained from concerned DISCOM or relevant power distribution agency. Please refer Section 4, Part B, Clause 8.2.1 and 8.2.2
79	Pg 103, 8.2.2		Please clarify whether the bidder can obtain separate metering for the e-truck swapping facility, EV chargers and other battery swapping facilities, and whether separate meters are required for each of the site as identified	**Clarification:** Separate Energy Meter to be obtained from concerned DISCOM or relevant power distribution agency for each

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				site/location/Project Facility. Please refer Section 4, Part B, Clause 8.2.1 and 8.2.2
80	General Query, No specific reference		Please confirm whether rooftop solar, battery energy storage, demand management, load balancing or renewable energy procurement through OA will be permitted, and how such arrangements will affect metering, utility billing and revenue sharing.	**Clarification:** Please refer Section 4, Part B, Clause 8.31
81	Pg 101, 6.4.2, 6.4.1		Site-wise electrical infrastructure report and single-line diagram (SLD), including metering point, sanctioned load, transformer capacity, voltage, upstream/downstream scope and augmentation requirements is required for power feasibility analysis	**Clarification:** Please refer Section 4, Part B, Clause 6.4.1 & 6.4.2
82	Section 4, Part B, 3. Details of Locations (pg 95) Annexure 4a (pg 140)		Is it mandatory for one bidder to bid for all the mentioned locations, or does a bidder has a liberty to choose location and bid for it separately?	**Clarification:** It is mandatory for one bidder to bid for all the mentioned locations.
83	Pg 104, 8.3.5		It is requested to consider DC energy delivered to e-Vehicles for revenue share calculation, which will omit the LT and other losses at each site	**Clarification:** No changes clause remains same as per RfP.
84	Pg 129, Annex 1, Table 1 (Criteria (Revenue Sharing)		Please confirm whether the service charge/end-user tariff ceiling will apply separately to each facility type or charger type and provide the current applicable ceiling and the method and frequency of revision.	**Clarification:** As per the provision under MoP guideline, Please refer to Section 4, Part B, Clause 8.8
85	Pg 162, 8.4		The bid document allows additional revenue generation through advertising. Would the bidder be allowed to generate additional revenue through vehicle parking, amenities, other ancillary services and how the revenue share	**Clarification:** Please refer Section 4, Part B, Clause 8.11

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			will be treated in these cases	
86	Pg 103, 8.3.1		Please clarify on any land rental/rate escalation that may be applicable in contract duration. In case any escalation on land rate is done, how would that be notified by CESL	**Amendment:** Please refer to SL. No. 15 of this Amendment
87	General Query, No specific reference		Please clarify whether minimum utilization, minimum energy throughput, minimum vehicle traffic or minimum revenue is guaranteed by CESL/JNPA for the allocated sites.	**Clarification:** No changes clause remains same as per RfP.
88	Pg 110, 10.1.1		Please clarify whether the 10-year concession period can be extended where commissioning is delayed due to site handover, power availability, JNPA approvals or other circumstances beyond the bidder's control	**Clarification:** Contract Period of 10 years is from the date of commencing of all Project Facilities. Please refer to Section 4, Part B, Clause 4 (23), 8.6, and Part C, Clause 3.4 - 3.6.
89	Pg 121, 10.1		Please confirm the renewal requirements and release conditions for the ₹1.25 crore Contract Performance Guarantee (CPG), and whether any reduction will be permitted after successful commissioning.	**Clarification:** No changes clause remains same as per RfP. Please refer to Section 4, Part B, Clause 10.1.1, and Part C, Clause 10.8
90	Pg 160, Clause 6		Please clarify whether the CPG and LLS are separate and cumulative obligations, whether both may be invoked for the same default, and what safeguards exist against double recovery.	**Clarification:** CPG and LLS are separate obligations, as provided under Section 4, Part C, Clause 10.1. The CPG and LLS invocation framework shall be as per Section 4, Part B, Clause 10.5.4. Updated Concession Agreement is provided in Appendix 3 of this Amendment.
91	Pg 163, 11, Term & Termination Pg 163, 11.3, Cure period		Please provide detailed conditions for suspension, termination, cure periods, penalties and contract cancellation, including the treatment of delays or defaults attributable to CESL, JNPA, the utility or other authorities.	**Clarification:** As per Terms & Condition stipulated in RfP, its Amendment & updated concession agreement provided in Appendix 3 of this Amendment.

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92	Pg 85, clause 42.1.3		In the event of early termination for reasons not attributable to the bidder, please clarify whether any compensation or buyout mechanism will apply to unamortized capital expenditure, equipment, civil works and other committed costs.	**Clarification:** No changes clause remains same as per RfP.
93	General Query, No specific reference		Please clarify whether the bidder may assign receivables, create a security interest over project assets, enter into fleet service agreements or obtain project financing, subject to CESL's consent.	**Clarification:** As per the Terms & Conditions laid under the RfP document.
94	Pg 168, 22. Force Majure		Please provide the applicable force majeure provisions and clarify relief from revenue-sharing obligations, lease payments, performance penalties and time schedules during prolonged power outages, port restrictions or other qualifying events.	**Clarification:** No Changes clause remain the same
95	Pg 96, 3. Details of locations		Please confirm whether the prescribed minimum equipment quantities and ratings must be installed at every allocated site or may be distributed across sites based on demand, available area and power capacity.	**Clarification:** Selected Bidder have to comply with Minimum Configuration of each Project Facilities as per Section 4, Part B, Clause 9.
96	Pg 96, 3. Details of locations		It is mentioned minimum 7+1 Battery Swap Station for e-Trucks. Please clarify if bidder can install a 3+1 battery Swap Station at the start and augment to 7+1 battery swap station as the traffic/EV adoption increases.	**Clarification:** No changes clause remains same as per RfP.
97	General Query, No specific reference		Please specify the type of Fire detection/protection system that will be provided at identified sites by JNPA.	**Clarification:** No changes clause remains same as per RfP.
98	Pg 157, 5.6 (Charging management		Please confirm whether CESL will provide a standard software/IT integration specification for charger management, battery swapping, customer authentication, payments, energy	**Clarification:** No changes clause remains same as per RfP.

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	System) pg 105, 8.9		metering and operational reporting, including any mandatory platform or interface or the bidder can choose to deploy its own	
99	Section 4, Part B, 3. Details of Locations (pg 95) Annexure 4a (pg 140)		Please specify if all sites will be handed over to successful bidder together or in phased manner.	**Clarification:** All sites will be handed over to successful bidder together.
100	General Query, No specific reference		Please clarify whether statutory approvals, port entry permits, work permits, contractor registration, safety induction and restrictions on working hours will be facilitated by CESL/JNPA or arranged independently by the bidder.	**Clarification:** In accordance to Section 4, Part B, Clause 7.6, 7.7, and 7.8.
101	Pg 117, 3.9. Penalty Provisions		Please confirm whether downtime due to grid failure, delayed energization, planned utility shutdowns, communication-network outages outside the bidder's control and restrictions imposed by JNPA will be excluded from availability penalties	**Clarification:** In accordance to Section 4, Part C, Clause 3.8, and 3.9 (2).
102	General Query, No specific reference		Please clarify whether public charging operations may be supplemented by fleet-specific contracts and whether the bidder may reserve charging or swapping capacity for contracted fleet customers.	**Clarification:** Project Facility has to serve all the applicable EVs.
103	Pg 75, Clause 33 (Loss of or damage to property…)		Please specify the required public liability, property damage, employee compensation, equipment insurance and other insurance coverage, including minimum coverage limits and any requirements to name CESL/JNPA as additional insured parties	**Clarification:** No changes clause remains same as per RfP.

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104	Pg 149, e) Adjudicator		Please confirm the applicable dispute-resolution process, escalation mechanism, arbitration provisions and governing jurisdiction for disputes during project implementation and operations.	**Clarification:** No changes clause remains same as per RfP.
105	General Query, No specific reference		Please clarify the eligibility and experience requirements for consortium bids, including whether experience in EV charging, battery swapping, battery manufacturing, electrical infrastructure and fleet operations can be combined across consortium members.	**Clarification:** As per terms and conditions provided under Section 4, Part C, Annexure 2 (Eligibility and Qualification Requirements) and SL. No. 32 of this Amendment.

Appendix 1: Amendment to Section 4, Part C, Clause 3.9 (Penalty Provision)

3.9. **Penalty Provision:** CESL reserves the right to impose a penalty on performance grounds only if negligence is established from the selected bidder's end. See the table below for penalty clauses.

#	Defined Parameter	Requirement	Validation Procedure	Penalty
1	24x7 presence of security measures (including security surveillance system or security personnel) at sites	Resolution of theft / vandalism incidents (including equipment theft / vandalism) within 7 days of the occurrence of the incident at each allocated site.	Monthly status report verification for each Project Facility by CESL.	If the Selected Bidder fails to restore the facility concerned within the aforesaid period of 7 days, penalty shall be applicable for the delayed period beyond such 7 days. The amount of penalty in this case will be as follows: **C1:** Rated Capacity of the affected item of Equipment (in kW) x delayed hours beyond 7 days in achieving operational



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#	Defined Parameter	Requirement	Validation Procedure	Penalty
				status x quantity x Applicable utilization rate x Agreed Revenue Sharing Price (INR/kWh). *Applicable utilization rate = 2 x ~~Weighted~~ Average utilization of the preceding last 3 months or, where unavailable (for less than 3 months period), the average utilisation of the available operating period.*
2	Availability	Maintain availability of each Equipment equal to or greater than 95% uptime in a year. Note: a. Downtime due to power failure is excluded. b. Non-availability due to scheduled downtime is excluded.	Yearly downtime and maintenance report generated by CMS and verified by CESL	If the Selected Bidder fails to maintain the 95% uptime in a yea **C2:** Cost of revenue loss due to non-availability of particular Project Facility at the minimum 95% up time mandated in a year. The cost of revenue loss will be calculated for each Project Facility separately (applicable only in cases where mandated 95% up time is not achieved). C2 = [{Rated Capacity x (8,760 hours - Scheduled downtime hours - Power failure hours) x 95% uptime x applicable utilization rate} – {Actual electricity consumption attributable to the affected Equipment}] x Agreed Revenue Sharing Price



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#	Defined Parameter	Requirement	Validation Procedure	Penalty
				Applicable utilization rate = 2 x ~~Weighted~~ Average utilization of the preceding last 3 months.
3	Centralized Control Unit (CCU)	Continuous, real-time monitoring of a minimum of 75% of the total sites at all times.	Annual inspection visits of the CCU operations by CESL or its authorized representative to verify system integration, live feeds, and operational compliance	Penalty of **INR 50,000 per annum** This penalty shall continue to be levied on an annual basis until the CCU is made fully compliant as per CESL requirements.

Note: The above penalties are subject to a maximum of 5% of the total value provided Sl. No.18 of the Amendment 2.

In the cases of downtime recorded, the same shall be validated by CESL from the CMS platform of bidder/CESL as the case may be. Further, the bidder shall be responsible for submitting the monthly MIS report as per the format of CESL.

Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. The decision of CESL regarding such events will be final and binding on the service provider.



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Date : 06-11-2026

Concession Agreement

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

BY AND BETWEEN

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

AND

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

'CESL' and '**CPO'** are hereinafter referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS:

A. CESL collaborates with various stakeholder entities (including Central Govt./State Govt. organizations/PSUs/ULBs) to promote e-mobility in India by encouraging faster adoption of electric vehicles, for which CESL intends to facilitate development of infrastructure for EV charging through the identification and facilitation of suitable locations for development of Battery Swapping Station for e-trucks & Charging Point(s)/EV Charging Infrastructure/BSS 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 CPO for **"**Selection of Charge Point Operator (CPO) or Battery Swapping Operator (BSO), for Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W, on a Build-Own-Operate-Maintain (BOOM) model of CESL, in identified locations at Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai, Maharashtra**"** 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

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Date : 06-11-2026

infrastructure- 2024 dated 17th September, 2024 & Guidelines for Installation and operations of 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. All applicable land lease rent/charges payable to the land-owning agency in respect of the land/area utilized for setting up and operation of the EV charging stations/BSS shall be borne and paid by the CPO to CESL. The role of CESL in relation to land for identified locations for setting up of e-Truck Battery Swapping with High-Capacity Charging Stations, EV charging infrastructure for electric two-wheelers, three-wheelers and four-wheelers, and/or battery swapping stations for electric two-wheelers and three-wheelers (hereinafter referred to as "**Project Facilities**"), shall be limited to facilitating land partnership and necessary coordination with the land-owning agency or Land Providing Entities (**LPE**), and support for CPO.

D. Pursuant to evaluation of the Bids received, [CPO Name] was declared as the CPO having quoted the highest Agreed Revenue Shared Price (Rs./kWh) for the JNPA locations and was issued Letter of Award bearing no. ……../____ dated _____2026 for implementing JNPA locations Project at the identified locations in the jurisdiction belonging to Jawaharlal Nehru Port authority (JNPA) specified in the Bid Documents and in accordance with the applicable terms & conditions specified therein, the guidelines of the Ministry of Power/ Govt. of India, as applicable from time to time and provisions of the agreement to be executed between the Parties;

E. [CPO Name] has provided applicable Performance Security in the form of Contract Performance Guarantee (CPG) and Payment Security in favor of CESL by way of *{Insurance Surety Bonds/ Account Payee Demand Drafts/ Banker's Cheque/ online payment/ Bank Guarantee}* on [mention date].

F. In view of the aforesaid, this Concession Agreement sets out the intent of the Parties in relation to the said Project.

G. The CPO represents and confirms that it is entering into this Concession Agreement on the basis of proper examination of the data relating to the Sites (including any data as to boring tests) provided by CESL, and on the basis of information that the CPO could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the facilities as on bid submission date. The CPO acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Project.

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

1. **Definitions and Interpretation**

1.1 The capitalized terms wherever used in this Agreement, unless specifically herein defined, shall have the same meaning given to them under Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024 & 2025 as framed by the Ministry of Power, Government of India dated 17th

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September 2024 & Guidelines for Installation and operations of 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 CPO 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 accordance with the provisions contained in this Agreement executed between CESL and CPO;

d) "**Agreement Date**" means the date of execution of this Agreement;

e) "**Adjudicator**" means the person or persons named in the manner provided under this Agreement to decide or settle any dispute or difference between CESL and the CPO referred to him or her by the parties pursuant to the Dispute Resolution mechanism herein contained;

f) **"Applicable Laws"** means all laws in force in India including, without limitation: (i) the Major Port Authorities Act, 2021 and rules/regulations made thereunder; (ii) the Indian Ports Act, 1908, to the extent applicable; (iii) JNPA's byelaws, regulations, circulars and directions as in force from time to time, including those relating to port safety and security; (iv) the ISPS Code (International Ship and Port Facility Security Code) and directions of the CISF (Central Industrial Security Force) deployed at the port; (v) the MoP Guidelines dated 17.09.2024 and the Guidelines for Installation and Operation of Battery Swapping and Charging Stations dated 10.01.2025, each as amended; (vi) the Battery Waste Management Rules, 2022; and (vii) all other applicable central, state and local laws, rules, regulations, notifications, judgments, decrees and orders binding on the Parties or the Project.

g) "**Battery-as-a-Service**" means a business model where manufacturer of battery swapping equipment or a third-party provider owns and manages swappable electric vehicle (EV) batteries, leasing or renting them to EV owners or fleet operators

h) "**Battery Provider**" refer to any entity which provides swappable EV batteries or Battery-as-a-Service to EV owners.

i) "**Battery Swapping**" means a method of quickly replacing an EV's fully or partially discharged swappable battery with a charged battery.

j) **"Battery Swapping Equipment (BSE)"** shall mean equipment, devices, systems, or associated components used for receiving, storing, charging, monitoring, dispensing, handling, and swapping batteries for Electric Vehicles.

k) "**Battery Swapping Operator (BSO)"** means an entity(s) selected by CESL for operating the Battery Swapping Station for the Project.

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l) "**Battery Swapping Station (BSS)**" means a station where any electric vehicle can get its discharged battery or partly charged battery replaced by a charged battery.

m) **"Bidder(s)"** shall mean individual entity or a Consortium of entities, as the case maybe, bidding in response to this RfP

n) **"BSS Cabinet"** means the physical enclosure or housing within a Battery Swapping Station (BSS) that contains battery docks/grids/slots, electrical and electronic components, battery charging systems, safety systems, communication systems, and other associated equipment required for storing, charging, monitoring, and managing swappable batteries.

o) **"BSS Cabinet Rating"** means the rated electrical power capacity of a BSS Cabinet, expressed in kilowatts (kW), as specified on the nameplate of such BSS Cabinet, indicating the maximum power that the BSS Cabinet is designed to support for charging and managing swappable batteries housed within its BSS Docks.

p) **"BSS Docks"** means an individual battery grid/slot/compartment/interface within a BSS Cabinet that is **designed** to receive, hold, connect, charge, monitor, and dispense a swappable battery.

q) **"Build-Own-Operate-Maintain"** or **'BOOM' model** means a business model in which a public/ government entity grants a private sector party the right to use of location/site for an agreed time period, finance, design, construct, own, operate and maintain a Project for a specified number of years.

r) **"Centralized Control Unit"** or **"CCU"** means the dedicated monitoring facility or integrated system established and operated by the selected bidder to enable simultaneous, 24x7 real-time surveillance of all deployed Public Charging Stations. The CCU aggregates live feeds from CCTV cameras and other monitoring devices to oversee BSS security, prevent theft and vandalism, and manage automated safety alerts.

s) "**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;

t) "**Cluster**" refers to a group or collection of EV Charging Stations and/or BSS that are located in close proximity to each other in a specified area or location;

u) **"Commercial Operation Date" or "COD"** means, in relation to a Site, the date certified or approved by CESL on which the relevant Project Facilities have been successfully installed, tested and commissioned, all applicable approvals have been obtained, the required system

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integration has been completed, and the Project Facilities are made available for commercial operation.

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

w) "**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;

x) **"Contract Documents"** means the RfP, including all Sections, Annexures and Attachments; clarifications and corrigenda issued by CESL; the Bid submitted by the Selected Bidder to the extent accepted by CESL; the Letter of Award; the Concession Agreement; the Notice to Proceed; and any amendments executed in accordance with the Contract.

y) "**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;

z) "**CPO**" means Charging Point Operator i.e. M/s_____ whose bid to perform has been accepted by CESL and to whom the Concession is awarded pursuant to the LoA and this Concession Agreement;

aa) "**CPO's Equipment**" means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the CPO, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities;

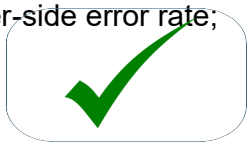
bb) "**CPO's Representative**" means any person nominated by the CPO and approved by CESL in the manner provided in this Agreement, to perform the duties delegated by the CPO; the name of the CPO's Representative shall be conveyed in writing to CESL;

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

dd) "**Developed and Levelled Land**" means land that is generally even, accessible and suitable for undertaking Project-related development works in its existing condition.

ee) "**Downtime**" Refers to the time duration when EV charger is non-operational due to disruption in power supply or disruption in IT services (service side error) or both. In this context, the downtime due to disruption in power supply from the DISCOMs or SIM network issue will not be accounted for penalty. Therefore, here "Downtime" is accounted due to disruption in IT service or damaged / faulty equipment. Downtime is measured based on server-side error rate;

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

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

hh) "**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;

ii) **"Equipment"** means any individual asset, unit, system or component forming part of the Project Facilities, including chargers, EVSE, BSS Cabinets, BSS Docks, swappable batteries, Battery Swapping Equipment, transformers, panels, meters, protection systems, communication systems, safety systems and associated components.

jj) **"Establishment Area"** means the area actually occupied by the Project Facilities and associated fixed infrastructure at a Site, excluding parking areas and vehicle circulation areas, as jointly measured and approved by CESL and JNPA.

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

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

mm) "**Installation Work**" means the construction and installation of Project Facility and downstream system (if required), and the operation and maintenance thereof, all performed by or for the CPO at the identified site.

nn) "**Installation Services**" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the CPO under this Agreement, e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of CPO's Equipment and supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of

oo) "**KW**" shall mean rating of public EV charger;

pp) "**Land Providing Entity (LPE)**" shall mean the Jawaharlal Nehru Port Authority (JNPA);

qq) "**Letter of Award**" **or** "**LoA**" means the letter of award referred to in Recital (D);

rr) "**Annual Uptime Percentage**" means the total number of hours in a calendar year minus the number of hours of Downtime suffered in a calendar year, divided by the total number of hours in a calendar year;

ss) "**Operating Cost**" shall include direct electricity energy charge payment through payment gateway service provider appointed by CPO, salary of

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supervisor or equivalent level person designated for managing the backend system, salary of semi-skilled/skilled workers appointed by CPO for maintenance of chargers, annual maintenance cost of chargers, telecommunication cost, IT system cost, and customer support;

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

uu) "**Project**" means the construction, ownership, operation and maintenance of Project Facilities at identified Locations/SOL by the CPO in accordance with Applicable Laws and approvals granted;

vv) "**Public Charging Station (PCS)/ Charging Station/ Electric Vehicle Charging Station (EVCS)/ Public Electric Vehicle Charging Infrastructure (EVCI)/Battery Swapping Stations (BSS) for e-trucks/BSS for e2W 3W"** shall mean an EV charging station set up at the identified locations or Sites where any electric vehicle can get its battery charged;

ww) "**Plant and Equipment**" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the CPO under this Agreement (including the spare parts to be supplied by the CPO) but does not include the CPO's Equipment;

xx) "**Sites**" means identified pieces of the land, free from encumbrances, provided by the LPE for the Project, as specified under Annexure-A, where the Public Charging Station(s) are to be set up;

yy) "**System**" includes the charging points, assemblies, converters, switches, wiring devices and wiring,

zz) "**Term**" shall mean a period of 10 (ten) years starting from the earlier of: (i) six months from the Effective Date, or (ii) the date of installation of the last Charging Point at the identified Sites in terms of this Agreement.

1.2 Interpretation

a) Words comprising the singular shall include the plural & vice versa.

b) An Applicable Law shall be construed as reference to such applicable law including its amendments or re-amendments from time to time.

c) A time of the day shall save as otherwise provided in this Agreement be construed as a reference to Indian Standard Time.

d) Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any difference between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.

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e) The table of contents and headings or sub-headings in this Agreement have been inserted for case of reference only and shall not affect the interpretation of this Agreement.

f) All references herein to Clauses and Annexure shall be deemed to be references to Clauses of and Annexure to, this Agreement unless the context shall otherwise require. All Annexure attached hereto shall be deemed incorporated herein as if set forth in full herein. The terms “clause(s)” and “sub-clause(s)” shall be used herein interchangeably. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “include”, “includes”, and “including” shall be deemed to be followed by the words “without limitation”.

g) Unless expressly contradicted or otherwise qualified, (i) all references to a Person also refer to that Person’s successors and permitted assigns, including permitted transferees, and (ii) all references to and definitions of any agreement, instrument or statute herein or in any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as from time to time may be amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

h) The Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

1.3 Concession Agreement and Order of Precedence

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

(i) This Agreement;

(ii) Letter of Award, RfP and its Amendments;

(iii) Corrigendum/ Addendum;

(iv) All other agreements and documents forming part hereof or referred to herein.

2. Grant of Concession and Scope of the Project

2.1 The Concession

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

2.2 Scope of the Project

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

i. Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W, on a Build-Own-Operate-Maintain (BOOM) model of CESL, in identified locations at Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai, Maharashtra 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 downstream power infrastructure (beyond the metering point) to be installed, if required).

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

iv. Preparing the land parcels and plan the Project Facilities to ensure that the designated number of e-Truck Battery Swapping with High-Capacity charging/EV charging points/EV chargers/ swapping docks/BSS 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 Public Charging Stations/BSS.

vi. Procuring spares parts, overhaul parts, tools, Plant and Equipment, consumables, etc. required to operate and maintain the Project in accordance with the prudent industry practices and having regarded to warranty recommendations during entire period or operation and maintenance.

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

viii. Performance and fulfillment of all other obligations of the CPO in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of

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the CPO 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 CPO and shall be primarily responsible for following:

(i) Signing of revenue sharing agreements with LPE for making available Sites for Charging Stations/BSS.

(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 Project Facility to the CPO for a period of 10 years.

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

a) guidance for undertaking location assessment.

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

c) raising, verify, validate invoices to CPO

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

e) coordination with CPO to ensure that all payment to LPE is done in a timely manner.

4. Role, Responsibilities and Rights of LPE (JNPA)

Subject to signing of the revenue sharing agreement between CESL & LPE and the CPO discharging its obligation of making payment of the Agreed Revenue Sharing Price and Land Lease Rent 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 non-exclusive license to use the Sites in accordance with the provisions of the agreement executed between CESL and the LPE.

(ii) Provide adequate vacant land, developed, levelled, and accessible, free from all encumbrances for the implementation of the Project at the identified Sites as per Annexure-A or as may be mutually agreed from time to time.

(iii) Provide upstream electricity connection and facilitate the CPO 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 CPO

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Date : 06-11-2026

5.1 Subject to and on the terms and conditions of this Agreement, the CPO shall, at its cost and expense, procure, design, manufacture (including associated purchases and/or subcontracting), install, complete, commission, testing, operation and maintenance of the Project and the facilities including the downstream power infrastructure (beyond the metering point) to be installed, with due care and diligence in accordance with the terms set forth herein and Applicable Laws.

5.2 The CPO shall be completely responsible for raising the funds for financing the proposed numbers of Project Facilities including, obtaining energy meter from DISCOM/power distribution agency and establishing downstream power infrastructure.

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

(i) Survey, Planning, Procurement, Supply, Installation, Testing, Commissioning, Operation and Maintenance of e-Truck Battery Swapping with High Capacity Charging Station, EV Charging Infrastructure for e-2W/e-3W/e-4W and/or Battery Swapping Station for e-2W/e-3W, on a Build-Own-Operate-Maintain (BOOM) model of CESL, in identified locations at Jawaharlal Nehru Port Authority (JNPA), Navi Mumbai, Maharashtra including obtaining energy meter from DISCOM/power distribution agency and establishing downstream power infrastructure;

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

(iii) Ensuring compliance with all Applicable Laws and standards prescribed in accordance with various guidelines, notifications, etc. during the implementation of the Project;

(iv) Operating and maintaining the Project Facility, 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;

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

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

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

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

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

(x) CPO agrees to support in the tracking and verification of Carbon Emission Reductions attributable to Project Facility deployed by it under this Agreement. CPO shall have the right to prepare and monetize the carbon assets generated under the Project meaning thereby that the CPO shall have the right to register the project under any scheme launched by Government of India/ CESL in this regard and/ or voluntary market registries. The monetization of any carbon assets from the operations of the Project Facility during the Contract Period shall be attributable to the CPO and CESL in the ratio of 90%:10%.

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

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

5.4 Safety, Functionality and User Experience

(i) All Equipment 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/BSS 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-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) shall be submitted to CESL by the CPO within 03 days from the date of commissioning of

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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 Project Facility (e-Truck Battery Swapping with high-Capacity Chargers and EV Charging Station and/or Battery Swapping Station) Configuration: The minimum configuration of Project Facilities shall be as specified in the RFP document and its Amendment.

5.6 BSS/EVCI Management System/Charge-point Management System (CMS):

For e-Truck Battery Swapping with High Capacity Charging and BSS shall be operated through the cloud- based solution technology by the bidder. Bidder should have a dedicated app and dashboard for effective operation. e-Truck Battery Swapping with High Capacity Charging and 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.

For EV chargers, to enhance utilization, the Selected Bidder may ensure OCPI integration with multiple CMS/similar management system of CESL & Third-Party vendor, as per the requirement. 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 CPO shall submit to CESL and LPE its requirement for the applicable power connection at each Site. The indicative power-supply arrangements shall be as follows:

Project Facility type	Voltage Level at each site	Power level
e-Truck Battery Swapping with High-Capacity Charging Station	11 kV / 33 kV	(to be specified by CPO as per each site's requirement)
EV Charging Infrastructure	415 V	
Battery Swapping Station for e-2W/e-3W	415 V	

Accordingly, the LPE shall provide the required upstream electrical infrastructure up to the designated metering point at the Site periphery, in accordance with their respective obligations under the relevant agreements.

(ii) The CPO shall be responsible for obtaining the applicable energy meter, such

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as, an HT meter for e-Truck Battery Swapping with High-Capacity Charging Station and LT meter for the other Project Facilities, from concerned DISCOM or relevant power distribution agency at its own cost

Power connection shall be in the name of CESL followed by CPO's name and specific location address allocated for Project Facility by CESL.

(iii) The CPO shall be responsible for establishing and maintaining all the required downstream infrastructure from the designated metering point, including the HT Breaker, Transformer, LT Panel, cabling, protection system, etc. throughout the "Contract Period".

(iv) The CPO shall be responsible for collecting the electricity bill every month from CESL or the concerned DISCOM or power distribution agency and ensuring its timely payment before the due date.

CESL shall also include the CPO's email address with the DISCOM or power distribution agency (if such provision is available) to facilitate the direct receipt of monthly electricity bills by email or to download from the portal or the concern DISCOM or power distribution agency.

(v) The CPO is required to submit a copy of the electricity bill to CESL within 48 hours of its issuance by the DISCOM or power distribution agency for each location. The copy shall be submitted preferably via email. This practice shall be followed throughout the Term/ Contract Period.

(vi) CPO is required to apply and avail electrical connection within the period of 30 days from the concerned DISCOM or power distribution agency.

If there is any delay, then the CPO shall intimate CESL and LPE for necessary support.

The CPO shall commence the civil works and other work that are not dependent on the availability of the electricity provision post issuance of LoA/NTP.

(vii) The cost of electricity including surcharge, duty, demand charges, contingency for power purchase adjustment charges, etc. and all operating and maintenance expenses related to Equipment shall be borne by the CPO. Also, electricity payments as per the billed units by DISCOM or power distribution agency have to be paid within the due date. Any late payments related issues and disconnection by DISCOM or power distribution agency have to be dealt by the CPO.

5.8 Safety, Labour Law and Statutory Compliance

(i) The CPO shall ensure all safety guidelines, rules and regulations, labour laws, statutory compliances, etc. CPO indemnify CESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by CPO as per settlement solely. CESL has no role to play in this matter.

(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,

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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 CPO shall keep CESL and LPE fully indemnified from any liability that may arise on account of any actions, performance or non-performance by its personnel, agents, contractors, suppliers, etc. of any of the terms and conditions of this Agreement or any Applicable Laws in force from time to time.

(iv) The CPO shall be solely responsible for payment of wages/salaries and allowances to their personnel, and for any increase thereof that might become applicable under any Applicable Laws/new act or order of concerned competent authority of the Central/ State Government.

(v) The CPO will be responsible for compliance with all Central and State laws as per rules/regulations/byelaws and order of the local authorities and statutory bodies as may be in force from time to time during the Contract Period. CESL at its discretion may ask for necessary proof for adherence of these statutory norms. PF and ESI challan shall be mandatorily submitted along invoices.

5.9 Insurance

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

5.10 Operations of the Charging Stations

(i) The CPO shall take complete responsibility for the erection, commissioning, operation & maintenance of Project Facilities including all the associated infrastructure developed from the date of issuance of LoA till the end of the Contract Period.

(ii) The CPO 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

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as required without affecting the warranty of the Chargers/ Plant and Equipment installed at each Site.

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

(iv) The CPO shall be fully responsible for replacement of any/ all component of the Project Facilities and allied infrastructure those not covered under the standard warranty terms by the OEMs/ suppliers. All cost related in this regard, have to be borne by the selected CPOs and all such replacement have to be completed to comply with defined SLAs.

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

5.11 Gender Inclusion

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

5.12 Clearing of Site at the end of the Term

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

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

5.14 Taxes, Duties and Levies

(i) All prices in contract are exclusive of GST. The CPO should ensure all the GST compliances are fulfilled for the GST collected from CESL and same should be reflected on GST portal (GSTR-2A) in credit of CESL. Any other charges/cost/TA/DA/manpower is also included in the Contract Price.

(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 CPO to achieve completion within the timelines as per this Contract, CESL will not be liable to compensate for any increase in taxes and

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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 Project facilities

(i) The CPO shall be entitled to charge or determine charging fee and service fee to be charged by the CPO from the end customers/ end Users for availing the electric charging services at the Project Facilities, 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 CPO shall prominently display at each Project Facility and User App:

a) charging rates per unit;

b) Applicable service charges.

6. Performance Security and Payment Security

The CPO has to provide a Performance Security in the form of Contract Performance Guarantee (CPG) and Land Lease Security (LLS) as specified in the RfP, for the package awarded. The CPG has to be provided within 28 days of issuance of the LOA and LLS within 7 days from Commercial Operational Date (COD). The Performance Security (CPG and LLS) should remain valid as per terms and conditions laid in the RfP and its amendments. The Performance shall be returned back to the CPO (if subsisting and not already appropriated) without any interest as per terms and conditions laid in RfP and its amendments, 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 any default in performance or breach of its obligations including payment default by the CPO under this Agreement.

7. Terms of Payment of Agreed Revenue Sharing Price

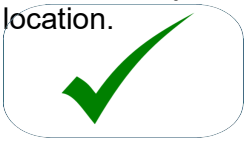
7.1 In consideration of the Project awarded to the CPO and role performed by CESL, the CPO shall pay to CESL,

a. Fixed revenue of Rs.___/kWh from charging services for all the Project Facility locations starting from first month of billed units (of DISCOM or power distribution agency).

b. Applicable Land Lease Rent

7.2 The revenue sharing mechanism shall be calculated based on the per unit consumption of electricity (kWh) by the Project Facilities. This electricity consumption (kWh) will be measured as per the DISCOM's or power distribution agency's energy meter on a monthly basis or in accordance with the DISCOMs billing cycle for each location.

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7.4 The Land Lease Rent shall be calculated based on Land/Estate tariff (provided by LPE) and Establishment Area, actually occupied by the Project Facilities and their associated fixed infrastructure, excluding parking space and vehicle circulation areas.

7.5 For the purpose of revenue sharing, CPO shall furnish the complete details of accounting of the billed units to CESL for transparency and shall be governed by confidentiality under this Agreement.

7.6 CESL shall not be responsible for any billing errors made by the DISCOM. Any such discrepancies or issues shall be resolved directly by the CPO with the concerned DISCOM.

7.7 CESL shall only consider units (kWh) billed by the DISCOM or power distribution agency for the purpose of revenue sharing calculations. Under no circumstances shall CESL entertain any discrepancies raised by the CPO if the DISCOM meter readings include electricity used for other purposes at the Sites allocated by CESL to the CPO. CESL's decision on this matter will be final and binding on the CPO.

7.8 It is the CPO's responsibility to ensure that the EV tariff connection is exclusively used for Project Facilities, adhering to the applicable guidelines of the concerned DISCOM.

7.9 CESL also reserves the right to request the disconnection of the electricity meter from the concerned DISCOM, if the CPO fails to make the required Agreed Revenue Sharing Price payments to CESL within the stipulated timelines.

7.10 The entire applicable payment of Revenue Sharing and Land Lease Rent shall be made by the CPO to CESL in one instalment and no part payment shall be allowed. The CPO shall remit the revenue sharing payments due to CESL within 15 days from the date of invoice submission by CESL.

Any delay beyond the stipulated period shall incur interest (@State Bank of India MCLR (1 year) + 2%) till the date payment received by CESL. However, this provision does not bind CESL in any way from proceeding against the CPO for forfeiture/ encashment of Performance Security/ Payment Security/ Land Lease Security and/ or termination of the Agreement.

7.11 Upon such encashment, the CPO is obligated to submit a new Performance Security/ Land Lease Security/ Payment Security for the original amount within twenty-one (21) days from the date of the encashment. Any excess funds realized through the encashment shall be adjusted against future Agreed Revenue Sharing Price payments.

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

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reconnection, including related fees and charges required for reinstating the connection through concerned DISCOMs.

7.13 All applicable land lease rent/charges payable to the land-owning agency in respect of the land/area utilized for setting up and operation of the Project Facilies shall be borne and paid by the CPO to CESL.

8. Advertisement

8.1 CPO shall have the right of advertisements and branding activities in & around of or peripheral to Project Facilities at the respective Sites as per the terms of the RfP and its amendment(s).

8.2 Co-branding by the CPO along with LPE and CESL logo shall be allowed subject to the condition that the CPO shall obtain the necessary approval from CESL for co-branding/ display of logo from CESL and LPE.

8.3 Applications seeking approval for carrying out the advertisement as stipulated in the agreement between CESL and the LPE, must be submitted through CESL to concerned authorities. Any violations or deviations in the approval or permission obtained for the purpose of advertisement shall be the responsibility of the CPO. Any such penalties or punitive actions whatsoever levied/ imposed on CESL or the LPE shall be resolved/ compensated by CPO. The CPO shall indemnify and hold CESL/ LPE, its employees, and officers harmless from any and all suits, actions, administrative proceedings, liabilities, damages, claims, demands, losses, fines, penalties, costs, and expenses, including attorney fees and expenses arising from breaches in obtained permissions.

Additionally, all associated expenses shall be borne by CPO for advertisement and there shall be no financial support either from CESL or the LPE for advertisement.

8.4 50% (fifty percent) of the revenue generated from advertising activities shall be shared with/ paid to the LPE. The remaining 50% (fifty percent) shall be divided equally between CESL and CPO, with each entity receiving 25% (twenty five percent).

8.5 The CPO shall be responsible for all compliances of procedures, guidelines, rules, etc., related to outdoor advertisement and shall ensure full compliances of the agreement between CESL and the LPE.

9. Site Selection, Allocation, and Flexibility for Project Facilities

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

(i) availability of sufficient space for the deployment of the proposed equipment and associated infrastructure, in accordance with the requirements applicable to the relevant Project Facility and site;

(ii) based on the location feasibility space shall be provided for Project Facility subject to approval by CESL and subject to availability of

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adequate space (vacant and encumbrance free) with LPE for the same;

(iii) requirements for upstream electrical infrastructure;

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

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

(vi) average time spent by EV vehicle owners at a particular location;

(vii) accessibility of the Site for the intended users and suitability based on anticipated demand and movement of the applicable vehicle categories.

9.2 Based on the location assessment by the CPO, the Parties subject to concurrence of the LPE shall jointly select the identified locations based on availability of adequate space at each location for developing downstream electrical infrastructure as necessary for Project Facilities 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 Project Facility and would not be a binding number and could increase as per terms and conditions provided in RfP and its Amendments.

9.4 Any other activities considered necessary for setting up Project Facilities at provided locations or other suitable locations on mutually agreed covenants/commercials arrangements, which are not specifically set out herein, but which may be identified at a later date, shall be included by mutual discussion and consent of the Parties and the LPE.

10. Service Level Agreement

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

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Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735
PB : mvenugopal(MANGALI VENUGOPAL)
Date : 06-11-2026

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 CPO 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.

(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 CPO shall immediately cease all operations at the designated Sites and vacate the Sites within 30 (thirty) days from the date of termination, after dismantling all the System, Plant and Equipment, etc. at its own cost and restoring the Sites to its original condition.

(ii) The CPO 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 CPO, CESL reserves the right to encash the Performance Security or Payment Security provided by the CPO 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

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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, 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

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and the legal stipulation which requires disclosure of such Confidential Information.

13.2 Notwithstanding the provisions in Clause 12.1, CESL receiving any information and/ or document marked as Confidential (hereinafter referred to as "**Confidential Information**") may disclose such Confidential Information to the CPO on a strictly need-to-know basis, solely for the purpose of fulfilling obligations under this Agreement, provided that such disclosure is accompanied by a non-disclosure undertaking executed by the CPO in a format reasonably satisfactory to the Disclosing Party.

13.3 The obligations pertaining to Confidentiality contained in the relevant clauses above shall not apply to any Confidential Information which:

(a) is on the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by such Party; can be shown by the Party receiving the information to the reasonable satisfaction of the Disclosing Party that the same was known to such Party prior to the disclosure; or

(b) subsequently comes lawfully into the possession of the Party receiving such information from a person other than the Disclosing Party; or

(c) such information which any Party is required to disclose by law, by a court of competent jurisdiction or by another appropriate regulatory body, provided that the Party required to disclose shall use reasonable endeavors to consult with the Disclosing Party and take into consideration is reasonable requests in relation to such disclosure.

This clause shall survive termination.

14. Notice

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

If to the CESL:

Address -

Email id -

Kind Attn -

If to the CPO:

Address -

Email id -

Kind Attn -

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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 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 CPO, 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

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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.

(b) The arbitral tribunal shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 16 shall be final and binding on the Parties as from the date it is made, and CESL and the CPO agree and undertake to carry out such Award without delay.

(c) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

(d) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The place for adjudication proceedings shall be Delhi.

(e) The following shall not be referred to arbitration: Disputes having financial claims less than Rs. 5 Lakhs.

17.3 Notwithstanding anything contained herein above (except 'e') upon arising of dispute the Parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator, in accordance with the Rules.

18. Limitation of Liability

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

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19. Waiver

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

20. Assignment

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

21. Severability

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

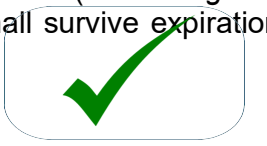
22. Force Majeure

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

23. Survival

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

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PB : mvenugopal(MANGALI VENUGOPAL)
Date : 06-11-2026

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.

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

[Sign and Seal of Authorized Representatives of CESL]

[Date]

[Place]

[Sign and Seal of Representative of CPO]

[Date]

[Place]

WITNESSES:

1.

2.

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ANNEXURE-A

Jawaharlal Nehru Port authority (JNPA)

#	Location	Project Facility Type
1	Centralized Parking Plaza (CPP)	e-Truck Battery Swapping with High Capacity Charging Station
2	Parking – 4	
3	Parking 10-SEZ	EV Charging Infrastructure for (2W/3W/4W) and/or BSS for 2W/3W
4	Parking 11-PUB	
5	Parking 12-Admin	

Note: The package wise list of locations is indicated above. Please note that the actual number of locations may vary based on availability. In instances where the designated site is deemed unsuitable or unavailable for EV Charging Infrastructure, then CESL will collaborate with LPEs to identify and provide alternative locations.

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