

EXPRESSION OF INTEREST



This EXPRESSION OF INTEREST FORM consists of two sections:

Section A: Applicant Details

Section B: Category Details

1.1. Applicant Details		
Particulars	Primary Contact*	Secondary Contact
Company Name		
Application ID		
Contact Person		
Telephone		
Nationality		
Mobile		
Email Address		
Office Address		
Corporate Website URL		
PAN No.		
CIN No.		
TAN No.		
GST No.		
Udyog Aadhar		
Authorised Signatory (Bank)		
Preferred bank		

Full name and surname of Applicant

Signature of Applicant

Date

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1.2. Category Details

Please Specify Category/Categories	1.					
	2.					
	3.					
	4.					
Category	Application fees	GST	Pilot fees	GST	Total Amount	
1.						
2.						
3.						
4.						
Total Amount						

1.2.1 Applicant Details

Category	Application ID	LoR no.	Description	Status/ Remarks
1.				
2.				
3.				
4.				

Full name and surname of Applicant

Signature of Applicant

Date

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Introduction

Part I – Definitions

In terms of this Expression of Interest Form, the words below shall mean the following, unless clearly inconsistent or unless indicated otherwise in the applicable context: 'Piloting Agency' EoDB Services OPC and words 'Applicant', 'Participant' and 'Supplier' indicates companies submitting this EXPRESSION OF INTEREST FORM in various stages.

1.1 National Highways for Electric Vehicles (NHEV) is an Ease of Doing Business pilot project aimed at decarbonising mobility and building Green & Electric Highways. It has been adopted by the Government of India for a national rollout on 5,000 km of Bharatmala and Sagarmala routes by 2027 in PPP mode.

As per Government of India's 34th Report from the Committee on Estimates titled 'Need for increase in Public Charging Network', published in the Parliament (17th Lok Sabha) under Chapter IV, Para No. 16, on 02 February 2024, NHEV is pilot project framed by Govt. of India under which a new model for upgrading some existing highways into Electric highways with adequate charging infrastructure at regular intervals to be created. As per previous inputs from Ministry of Power (MoP), NHEV has followed the 'Charging Infrastructure for Electric Vehicles - Guidelines and Standards', and has already conducted two successful technical trials on 3rd route (Delhi-Agra Yamuna Expressway) and the 4th route (Delhi-Jaipur) listed in Annexure-I of the guidelines published by the Ministry of Power, Govt of India in 2018 and 2022 with 12 other corridors identified for upgradation as Electric Highways.

1.2 EoDB is a Special Purpose OPC (SPC); currently India's premier emerging Tech-Piloting agency, privately held and based in New Delhi, contributing with its pilot projects in micro-level tech-economies across the states and sectors in the macro tech-economic Bharat vision of the Prime Minister, extending Ease of Doing Business reforms with evidence-based tech-pilot programs for the private sector since 2014. Exclusively contributing in the vision of Prime Minister, going on ground beyond bureaucratic boundaries to deliver actual Ease of Doing Business at grassroots levels through footprint ecosystem pilots for commercialization of emerging technologies like AI, IoT, Blockchain, Electric Mobility, Health Tech, Drones, Cloud Computing, 3D Printing, Robotics, Automation, Machine Learning, Geospatial, Big Data Centres etc.

1.3 Piloting Agency is the entity responsible for planning and executing pilot in phases.

1.4 Piloting Services are the Services provided to test or demonstrate projected viability in the pilot stage.

1.5 Advance Services are to refer Specialized services exceeding basic routine scope of piloting services.

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1.6 Common Services are Shared services provided for operational efficiency across stakeholders.

1.7 Procurement Consulting is the Professional advisory for procurement planning, vendor selection, and compliance.

1.8 Application means the submission of EXPRESSION OF INTEREST FORM as well as acknowledging mentioned terms and conditions, and any other document intended to be eventually incorporated by reference.

1.9 Applicant means any of the following persons requesting to be registered in the Procurement Process Consulting; a neutral person in their personal capacity, or a Requesting Entity Applicant, and/or a Requesting Entity person.

1.10 Supplier is an entity providing goods, works, technology or services under the project.

1.11 Partner is a LOR holding entity engaged through formal agreement via application form.

1.12 Applicable laws mean all laws, enactments, orders, ordinances, rules, regulations, regulatory guidance, and regulatory requirements, and also include any form of secondary legislation, resolution, policy, guidelines, concessions or court or governmental orders from time to time having the force of law shall be applicable to the performance of NHEV for TPS which are and shall be governed by Indian laws with its Jurisdiction at Delhi, and not traditional tender rules as it's a privately executed selection process, not a government tender which attracts their applicable compliances.

1.13 Application Form means the form that Applicants are required to complete before being considered for registration and in which introductory terms and conditions are mentioned for mutual consent.

1.14 Participants means any Applicant / Applicants who have been successfully registered for the EoDB Procurement Program or pilot with its Technology, Product and Services (Global-TPS) innovations to conduct India's first pilot to upgrade the National highways and expressways into E-highways. Participant doesn't necessarily mean supplier if not holding any LOR (Letter of Recommendation)/LOA (Letter of Award) for supply.

1.15 Requesting Entity or Applicant means any business or non-profit entity that submits the requests to us for issuing EXPRESSION OF INTEREST FORM format to avail these Advanced Services for Social and Administrative Reforms with model Procurement Process Consulting, and which intends to bear the costs of such technical and commercial prototyping.

1.16 Requesting Entity Persons means any authorised employees, staff members, or other persons being requested to register for the Pilot in an Individual or an Organisational capacity.

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1.17 Authorised representative any person with the sufficient and necessary authority to authorise the submission of an EXPRESSION OF INTEREST FORM is responsible for internally transferring his understanding from the commencement to any subsequent team or individual within his/her organisation to take this forward. EoDB doesn't take responsibility to educate or explain any clarifications sought other than necessary milestone documents and publications exercised to conclude various phases.

1.18 Effective Date means the date on which Acceptance of Application is issued against the digital & physical application submitted by the applicant.

1.19 Technology, Product & Solution (TPS) refers to the technologies, products, and solutions proposed or supplied by the applicant.

1.20 Letter of Recommendation (LOR) is a formal communication conveying applicant's strong position, candidature & eligibility as per 'merit' & 'productivity' round to formally recommend the applicant from the piloting agency to the implementing agency (DBOT E-Highways Concessionaire) along with necessary instructions to finalize payment terms.

1.21 DBOT E-Highway Concessionaire is the entity appointed under the Design ,Build, Operate and Transfer (DBOT) framework, entrusted with developing, operating, and maintaining the E-highways infrastructure for the concession period, and responsible for implementing directions, finalizing payment terms, and ensuring smooth execution as per the agreement.

1.22 Expression of Interest (EXPRESSION OF INTEREST FORM) is this final document for submission for Partners, which shall form the basis for issuing an LOA.

1.23 Letter of Award (LOA) is the formal communication issued to the selected partner confirming the award of work, consolidated inclusion of all such LOA issued shall constitute total work order or contract or assignment awarded to that partner.

1.24 Proof of Concept (POC) is a demonstration by the applicant on the precision to claim their candidature and suitability along with feasibility for a component sought by the piloting agency to build a proposed solution.

1.25 Single Point of Contact (SPOC) is the designated representative nominated by the applicant/partner for all official communications, responses, and compliances, to ensure proactive engagement and maximum participation. Since many assignments and works demand a proactive approach from partners, the SPOC enhances business prospects by improving understanding and efficiency in submitting quotes within the minimum timeframe, thereby enabling timely award of various work orders as assigned by the piloting agency among active participants and partners.

1.26 One Person Company (OPC) is a legal entity with a single shareholder or director in the registrar of companies ROC records.

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1.27 Special Purpose Entity (SPE) is an entity formed specifically with the intent to work on an specific purpose resolved within its director, management or board.

1.28 SPECIAL PURPOSE VEHICLE (SPV) is legal entity incorporated solely for the execution and management of a specific project, continuing until completion and fulfilment of its obligations under the Agreement, and subject to dissolution thereafter.

1.29 Terms of Reference (TOR) The scope, tasks, deliverables, and conditions for specific work, along with a milestone-wise payment disbursement plan, which the applicant/partner is required to prepare, detail, and submit for consideration.

1.30 Service Level Agreement (SLA) A binding contractual framework executed between the applicant/partner and the DBOT E-Highway Concessionaire at the time of award of work, specifying the service standards, performance benchmarks, and quality parameters to be maintained, together with remedies and corrective measures in the event of non-performance. The SLA shall be prepared, documented, and submitted by the applicant/partner for approval as part of the contractual process..

1.31 General Financial Rules (GFR) are the rules governing financial management and procurement in government projects.

1.32 Comptroller and Auditor General of India (CAG) is the constitutional authority for auditing government accounts.

1.33 Non-Disclosure Agreement (NDA) is a contract to ensure confidentiality of proprietary or sensitive information.

1.34 Goods and Services Tax (GST) is the indirect tax applicable to the supply of goods and services under law.

1.35 Technical Trial Run (TTR) is a test phase to validate the technical readiness, functionality, and performance of deployed systems before commercial operation.

1.36 Commercial Prototype A preliminary working model used for demonstration and testing, representing an improved version of the proof of concept. It is developed by the project team with complete technical and functional details, designed as an open prototype that allows further enhancements and modifications. Once consolidated and finalized, the same shall be delivered as the accepted model for implementation.

1.37 Component is any element, subsystem, or part forming part of the total solution.

1.38 Pilot Need Assessment is the process to determine feasibility and scope of a pilot initiative.

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1.39 Corporate Social Responsibility (CSR) are the Initiatives by companies to contribute to sustainable social development.

1.40 Analogous Qualification is any equivalent qualification or credential acceptable under project terms.

1.41 Earnest Money Deposit (EMD) A is a security amount that bidders are required to submit at the time of tender or project bidding to demonstrate their genuine interest and seriousness in executing the project if awarded. It is usually deposited with the tendering authority such as a government departments, PSUs, or private organizations through a demand draft, bank guarantee, or online transfer, as prescribed in the bidding guidelines. The purpose of EMD is to ensure that only credible and committed bidders participate in the process, and to protect the authority in case a selected bidder withdraws or refuses to execute the contract.

1.42 Security Deposit for services is a retained sum of money furnished by an applicant, bidder, or service provider as a guarantee to ensure compliance with contractual obligations and the due performance of services. It acts as financial security for the authority or organization awarding the contract, protecting them against any default, negligence, or non-performance. This amount is typically deposited by the contractor with the concerned authority in the form of cash, demand draft, bank guarantee, or online transfer, as stipulated in the tender conditions. The Security Deposit ensures that the service provider duly delivers the committed services such as advisory services or other contractual assignments in accordance with the agreed scope, quality standards, and timelines.

1.43 Performance Guarantee is a financial assurance provided by a contractor or service provider to the awarding authority, typically in the form of a bank guarantee, to secure the satisfactory execution of contractual obligations. It is submitted after the award of the contract and serves as a safeguard for the client against risks such as non-performance, delays, or breach of agreement. By furnishing this guarantee, the contractor assures the authority that the agreed scope of work or services will be completed in accordance with the prescribed quality standards and timelines.

1.44 Commercial Equivalence (CE) is the principle to fairly evaluate comparable technical-commercial alternative.

1.45 Knowledge Group is an honorary part of subject matter experts constituted to provide strategic advice and professional guidance on the project. Serving in a non-remunerative capacity, its members contribute their expertise to support informed decision-making and ensure the project benefits from specialized knowledge and best practices.

1.46 Working Group is a group of operational team responsible for defined tasks and deliverables.

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1.47 Limited Brief is a summary provided for preliminary understanding of project architecture.

1.48 Techno-Commercial are the submissions of technical and commercial aspects together along with proposed capital requirement and expected monetization projections.

1.49 Indemnification is a contractual obligation under which one party agrees to compensate, reimburse, or hold another party harmless for specified losses, damages, claims, or liabilities arising out of defined events, acts, or omissions.

1.50 Public-Private-People Partnership (PPP) is a collaborative arrangement among government authorities, private sector entities, and the community or end-users, ensuring shared investment, co-created value, risk-sharing, and active citizen participation for sustainable project delivery

1.51 Original Equipment Manufacturer (OEM) is the original producer of equipment or components supplied.

1.52 Sub-Contractor is any third-party engaged by the applicant under due approval.

1.53 Vendor refers to a third-party entity or service provider engaged under specific agreement terms, primarily for supply or support services, without any entitlement to brand visibility, warranty or guarantee obligations, or the requirement of registration as a piloting agency. A vendor's role is limited to the scope defined in the agreement, and it does not extend to representation or assumption of contractual liabilities of the Applicant.

1.54 Consortium is a group of entities submitting an EXPRESSION OF INTEREST FORM jointly and collectively responsible.

1.55 Asset Ownership means the Rights and responsibilities for project-created assets.

1.56 Revenue Sharing are the agreed mechanism for sharing project-generated revenue.

1.57 Operation and Maintenance (O&M) are the ongoing activities to operate and maintain assets.

1.58 Statutory Approvals are all legal permits, licenses, and clearances required by law.

1.59 Force Majeure are unforeseeable circumstances beyond control preventing performance.

1.60 Good Industry Practice are the Standards and methods generally recognized as best in class.

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1.61 Payment Milestones are the Defined stages of work linked to payment obligations.

1.62 Termination Clause: Conditions under which the contract may be terminated.

1.63 Arbitration refers to the agreed method for resolving disputes through a neutral process.

1.64 Compliance Certificate refers to Certificate confirming adherence to specified standards or requirements.

1.65 Standard Operating Procedure (SOP) refers to the approved documented procedures for operations.

1.66 Uptime Guarantee is the Minimum operational availability requirement for deployed systems.

1.67 Data Ownership refers to Rights and responsibilities related to data generated or collected.

1.68 Application Fees charge paid by the Applicant at the time of submitting the Expression of Interest (EOI Application Form). The fee functions in the nature of a subscription, which is valid for a period of twelve (12) months from the date of submission. During this period, the fee is appropriated against twelve months of administrative support, evaluation, scrutiny, documentation, and access to updates or project-related services. Since the amount is consumed through these subscription-based services over the defined validity period, the **Application Fee is strictly non-refundable**, regardless of the outcome of the application or withdrawal by the Applicant.

1.69 Piloting Fees is the fee paid by the Applicant after the successful submission of the tentative AHM budget and Scope of Work, for participation in the piloting phase of the project. This fee enables access to pilot sites, resources, evaluation mechanisms, and technical trial runs.

Piloting Fees primarily cover all the below-mentioned services, which have been identified as essential for the commercialisation of the overarching ambition and technical upgradation that the Pilot aims to achieve:

1. **Technical Interoperability**

The Piloting Agency ensures seamless integration of infrastructure, chargers, vehicles, and related technologies deployed by different vendors. It facilitates the collaboration required for Partners to commercially prototype their **Technology, Products, and Services (TPS)**, ensuring that hardware, software, communication protocols, and network systems remain fully compatible across the entire NHEV ecosystem.

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2. **Regulatory Compliances**

The Piloting Agency provides support in navigating statutory and regulatory requirements related to digital infrastructure, data handling, storage, assetisation, and both on-site and centralised data centres. It ensures that the Partner's product complies with data and human safety standards, environmental regulations, local/state permits, utility connections, and applicable government policies. Where compliance gaps exist, the Piloting Agency facilitates their resolution and validates them during live technical trials, contributing to the ongoing advancement of regulatory frameworks under the NHEV pilot program.

3. **Financial Modelling**

The Piloting Agency assists in developing a viable and bankable business model. This includes conducting cost-benefit analyses, revenue forecasting, tariff structuring, ROI calculations, funding strategies, and risk assessments. It further extends to managing **ESCROW arrangements**, monitoring payment disbursements to Partners, auditing credit outlays, and structuring Capex and Opex across assets, highways, data centres, states, or at the national level. Additionally, it addresses one-time and ongoing subscription billing cycles, guaranteed revenue contracts, and breakeven targets, thereby ensuring financial sustainability for establishing and operating the 3G Energy Stations.

The Applicants, Participants, and/or requesting entities of this EXPRESSION OF INTEREST FORM agreed to join this pilot at their own willingness and assessment by submitting it as their agreement of the below-mentioned terms. Whereby, inter alia, EoDB agrees to incorporate their commercial business or supply opportunity in exchange for their neutral and transparent contribution and their self-funded (by Applicants/Participants) prototyping of NHEV components in the POC phase along with reasonable reimbursement for their TPS from the Pilot budget through the finalised govt. funding agency or private entities on broad terms and conditions mentioned in this EXPRESSION OF INTEREST FORM.

Now therefore the following is agreed:

Part II – Declarations by Applicant

2.1. As a participant we understand that 'Commercial Pilots' build future policy interventions with existing ground realities and carry emerging technologies with the same ease and lucidity, that they expect from a matured policy framework. Due to extensive micro-level attention, interpretation, documentation and resolution required at each level with multi-stakeholder consultations, only a few such pilots could be taken by the government directly depending on the urgency and national priority from the long waiting list of various technologies from our economic sectors. Potential applicants with required TPS also have limited experience in conducting technical or regulatory certification testing and participating in open tenders for supplying on traditional (L1) selection models. Thus to seek a resemblance from those traditional models, the applicants' initial misinterpretations are very common and

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obvious. Applicant pursuing to ascertain everything beforehand, expecting results without pilot or prototyping makes the Piloting Agency path more difficult as the risk appetite and applicant's initial motivation is overpowered by efforts to secure a business against each penny spent on prototyping. This section of the declaration addresses such areas where the pilot is different from traditional frameworks and brings out a clear understanding of liberties and limitations.

2.1.1. We declare our understanding that the EoDB Program Office will be using our published information, Logos and images post- successful registrations/ nominations for online posts and creatives.

2.1.2 . I/We confirm that we have studied the provisions of the relevant EXPRESSION OF INTEREST FORM and regulations as required to enable us to submit the response to this Application Document, in the event of our selection as Successful Applicant.

2.1.3. I/We are enclosing herewith our response to the Application Document with formats duly signed as desired by the Evaluation Office in the Application Document for your consideration.

2.1.4. It is confirmed that our response to the Application Document is consistent with all the requirements of submission done with the Expression of Interest Form as stated in the Application Document and subsequent communications from the Evaluation Office.

2.1.5. The information submitted in our response to the Application Document is correct to the best of our knowledge and understanding. We would be solely responsible for disqualification caused due to any errors or omissions in our response to the Application Document.

2.1.6. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the EoDB team is true, accurate, verifiable and complete. This EOI response includes all information necessary to ensure that the statements therein do not in whole or in part mislead in its shortlisting process.

2.1.7. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the shortlisting process or unduly favours our company in the shortlisting process, we are liable to be dismissed from the selection process or termination of the contract.

2.1.8. We understand that further Processing of qualified Application would be subject to payment of GST.

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2.1.9. In case of any disqualification for non-compliance or submitting of documents, presentation or tax progressive fee etc., the applicant won't be eligible for revoking of Security Against Piloting Fees as enshrined in clause 8 of this EXPRESSION OF INTEREST FORM.

2.2. We understand that the proposed AHEM framework is the outcome of NHEV and has no public policy resemblance or existence before NHEV conducted need assessment of the problem statement which can be eventually resolved with emerging technologies making it pertinent to execute.

2.2.1. We acknowledge that at the time of onboarding our Expression of Interest application Form was submitted to the Piloting Agency, not before any governing or funding body. Letter of Recommendation (LoR) become non-transferable after submission of EOI. Piloting or Prototyping Fee and intermediary schedule are non-negotiable and binding for timely execution regardless of any ongoing negotiation or exercise to take supplier's inputs and bring policy consensus.

2.2.2. We undertake that any undue direct or indirect influence or illegal method to obtain LOR / LOA shall not be practised. We acknowledge as applicants that if we are found involved in such undue practises, all fees submitted shall stand forfeited, the application shall be rejected and the waiting list applicants shall be given the opportunity to fill in for LoR / LoA. We understand and acknowledge that the determination of such undue practice shall be the sole discretion of EoDB or any agencies appointed or accepted by EoDB as competent to make such determination.

2.2.3. We acknowledge that sufficient time for various interactions in each phase is provided to interrelate, corroborate and negotiate terms with each applicant with partners and other stakeholders, which should be utilized to conclude all queries and concerns. Beyond structured and scheduled consultation any privately initiated or covertly organised interface or interaction to build business or relations beyond the scope of this pilot before LoA is discouraged. This restriction is only limited to said interactions till issuance of LoA with reference to NHEV or AHEM related stakeholders, screening committee, empowering committee, working group, knowledge group, core executive team and ground implementation, and the delivery team not limited to concerned government agencies, departments or ministries or their officials honorary or directly involved in the evaluation of the project. However, applicants can request the Piloting Agency to organize special interactions on reasonable grounds if their concerns remain unresolved after structured and scheduled consultation. The piloting agency reserves the right to consider violations of above as undue and unethical practice.

2.2.4 We undertake to comply with transparency and neutrality as core guiding principles of EoDB commercial pilots. These Pilots are designed to deliver public good and ease of living and provide access to E-mobility with advanced technologies at a reasonable cost. Need assessments are executed before opening pilot applications to identify broad areas of

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technology; not narrowed on any specific technology, product, service or company. However, general qualification criteria published with the digital application are a combination of user's needs and requisite government compliance to present the prototype as a strong case of commercially viable and technically best-in-row alternative to be adopted as currently best possible up-gradation of National Highways and expressways into E-highways.

2.2.5 We undertake not to participate in any exercise or commercial pilot or purchasing of lobbying, liaising, networking, bribing or promotional services from piloting or any other agency for that matter to influence working committee and evaluators of TPS components for NHEV Pilot or its POC with any expense on prototyping our solutions with a pre-determined notion to obtain supply order out of it. Any mention by NHEV in public, media is merely incidental and responsive to endorsing the need for more such interventions where TPS providers get a fair opportunity to participate and get selected on merit and commercial equivalence of the prototype obtained out of the pilot. We acknowledge that any supply or work order obtained by TPS providers participating in prototyping is to be decided on merit and outcomes neutrally with transparency, no efforts, resource or amount shall be spent or was spent to obtain these orders or supply contracts.+

2.2.6 We also acknowledge that to be a successful pilot the massive roll-out planned may be beyond the capabilities of the current piloting agency and if necessary may require govt/ government agencies to be the nodal/funding agency. We would reasonably and internally decide to develop our competence with intellectual properties, and patents to strengthen our candidature and qualify if AHM is adopted as Model RFP for further procurement in states.

2.2.7 We undertake to submit Security against Piloting fees / Performance Guarantee upon issuance of LoR, before issuance of LoA. Submitting a Performance Guarantee before the Piloting Agency is mandatory to reduce any last-minute withdrawal from TPS suppliers affecting project commencement. Piloting Agency is within its rights to ascertain the commitment level and sincerity of all component providers as their reimbursement of AHM procurement rounds executed before sanctions shall be at peril if any provider fails in the performance of its obligations after obtaining LOA.

2.2.8 We understand NHEV has chained the performance of multiple stakeholders performing in a series to deliver its overall E-mobility service in a synchronized manner, where any non-performance or refusal due to any internal reason after such a participative and comprehensive exercise, needs to be discouraged and will affect the logistical and commercial interest of each one of the participants including major interest of Piloting Agency which has been sponsoring and funding entire pre-sanction round at its own and is to be reimbursed with other stakeholders as Nodal Operating / Implementation Agency.

2.2.9 We declare our agreement to deposit revocable Security against Piloting fees with the piloting agency upon issuance of LoR ranging between 3% to 5% as decided by the Piloting

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Agency. The responsibility for establishing secure procurement should be in line with to access both public and private funding for NHEV.

2.3. We acknowledge that AHM being a hybrid model under prototype, has deviations from the traditional procurement models. As a potential supplier, we hereby agree to such deviations and undertake to not challenge the same in any manner whatsoever before any court, tribunal or any judicial / quasi-judicial body, ministries or make any remarks on the same on public forums including but not limited to social media platforms. If at any stage and round, EoDB becomes aware of any such instance, it may, at its sole discretion cancel the application and cause forfeiture of security without any notice to the Supplier.

2.3.1. EoDB reserves the right to amend or withdraw any of the terms and conditions contained in the Document or to reject any or all applications without giving any notice or assigning any reason. The decision of the Screening Committee at various stages in this regard shall be final and binding on all.

2.3.2. I/We give our acceptance to the Expression of Interest Form Document and Terms of Reference issued by the EoDB Evaluation Office. As a token of our acceptance to participate in the model EoDB program, the same has been initiated by us and enclosed with the response to the Application Document.

2.3.3. I/We hereby unconditionally and irrevocably agree and accept that the decision made by the EoDB Evaluation Office in respect of any matter regarding or arising out of the Application Document/Terms of Reference shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of the Hybrid Procurement process (including procurement and technology skillset).

2.3.4. E-mobility is an emerging sector, thus we agree to continuous improvement in the process until it reaches an acceptable model RFP level of PPP compliance and laws of land applicable in India.

2.3.5. I/We confirm that we have studied the provisions of the relevant EXPRESSION OF INTEREST FORM and regulations as required to enable us to submit the response to this Application Document or, eventually, in the event of our selection as a successful Applicant.

2.3.6. I/We are enclosing herewith our response to the Application Document with formats duly signed as desired by the Evaluation Office (Techno-Commercial Committee of EoDB) in the Application Document for your consideration.

2.3.7. It is confirmed that our response to the Application Document is consistent with all the requirements of submission as stated in the Application Document and subsequent communications from the Evaluation Office.

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2.3.8. I/We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the EoDB team is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead in its shortlisting process.

2.3.9. We agree to abide by the conditions set forth in this EXPRESSION OF INTEREST FORM to comply with SLA and TOR.

2.4. Piloting fee is a contribution to overall expenditure happening in the pilot.

2.4.1. Piloting fee acts as a security against actual piloting fees which is exactly calculated post pilot completion and is divided equally amongst the LOA Partners at that point.

2.4.2. Project is subject to failure and closure as it is a Pilot and depends upon the outcomes for success.

2.4.3. All your inputs, concerns, limitations, or constraints if any regarding anything and not limited to your services, supply, timeline, delivery, installation, manufacturing, or development shall be brought to the Piloting Agency's notice within 14 days of issue of LoR.

Part III – Description of Procedure(s)

3.1 Any pilot project executed by India's leading emerging tech-piloting agency EoDB Services to go beyond bureaucratic and deliver actual 'ease' at grassroots has these **4 phases**:

1. Need Assessment
2. TPS Partnerships
3. Commercial Equivalence
4. Prototyping the Pilot

3.2 Categories Open for inviting TPS holders to join Commercial Pilot by prototyping (establishment of validity) their TPS (Technology, Product or Services) at POC (Proof of Concept) at their own cost (bearing the costs of technical and commercial prototyping). A maximum of three applications can be accepted for prototyping with the agency (an organisation that specialises in creating first drafts of products) out of unlimited applications that may be submitted digitally. A maximum of 2 applicants who undergo prototyping can be awarded LoR on primary and secondary positions for supply, out of which only one would obtain LoA from a relevant public agency or private agency. The other will be kept reserved on the waiting list for the event of regulatory disqualification, failure or refusal or incompetence to deliver in that particular phase received from the primary allottee of LOA. Online application closes once LoA is issued.

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3.2.1 This Expression of Interest (EXPRESSION OF INTEREST FORM) is being served to the Applicants and Partners as a part of piloting services from EoDB Services OPC Pvt Ltd to provide Procurement Process Consulting for the commercial pilot to Participants and Applicants prototyping (establishment of validity) their TPS under NHEV.

3.2.2 EoDB Services OPC Pvt. Ltd. is the Tech Piloting Agency conducting this need-based Upgradation of Highways into E-highways pilot by inviting applications from participants regardless of the fact that they were involved or not involved in its previous need assessment phase within its rights as a privately held organisation to ensure selection of highly principled, technically and financially aligned participants for its programs.

3.3 Onboarding Process Principles: The onboarding of Applicants, Suppliers, or Partners under this EXPRESSION OF INTEREST FORM shall strictly adhere to the following principles:

3.3.1 Onboarding shall be based on demonstrated Merit, Productivity Assessment, and Performance Analysis, in alignment with the project's defined scope and strategic objectives.

3.3.2 This onboarding approach deliberately deviates from the conventional L1/L2 (Lowest Bid) orthodox tendering model, recognizing the hybrid procurement framework of NHEV, which prioritizes techno-commercial strength, operational feasibility, and sustainability over mere price-based selection.

3.4 Mutual Indemnification: The partners jointly and individually agree to indemnify and save harmless partners and their successors from any claim, action, liability, loss, damage, or suit arising out of this MoU. In case any claim is asserted, then the partners on mutual consent shall provide the reasonable and timely notice of the same in writing for correction. The partners jointly can defend, decline, protect and save the harmless against said claim or any loss or liability resulting therefrom.

3.5 Selection of the Project Director and recommended team is based on the need assessment published or submitted by various experts from the field, which is primarily focused on efficacy to draw equivalences from existing E-mobility ecosystem, used technology and spent budget with the proposed TPS as best possible up-gradation available. Selection of the Project Director and core officials for execution is at the discretion of the Piloting Agency, and it reserves the right to replace them at any stage without assigning any reason.

3.6 Selection of Piloting Agency is the discretion of Applicants or providers of TPS aligned at the need assessment stage of the concept. Piloting agency has to provide various such advanced level Procurement Policy Consultation which are rare in nature. Process Consultation which is a subject matter of solicitation should not be interpreted for sale, service, promotion or liaison.

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3.7 Selection of the funding agency for various demographic locations to be decided based on the relevance of their work and budget allocations complimenting the cause addressed in the pilot. The ratio of State and Centre is at the discretion of the government, as a piloting agency our 'Working Group' can only recommend or cite other similar pilots or projects.

3.7.1 The ratio of CSR and International Grants is at the discretion of Corporate and Philanthropic Mission bodies.

3.8 Selection of TPS: The EXPRESSION OF INTEREST FORM is the third stage of a multi-stage selection process. The objective of the EXPRESSION OF INTEREST FORM process is to identify and pre-select TPS providers from applicants who intend to participate in the prototyping (establishment of validity) of their TPS in POC (Proof of Concept) and further supply them as a component of the Commercial Pilot or further roll-outs and have the suitable capacity, capability, and experience, particularly with tech-intensive delivery methods.

3.9 Selection of Allottee : A PPP Allottee shall be designated for each specific site under the pilot, based on evaluation of the received applications and the recommendations of the Working and Knowledge Groups.

3.10 Selection of Site: Suitable sites shall be identified and finalized based on feasibility studies, technical trial runs, pilot need assessment, and recommendations of the Piloting Agency.

3.11 Acceptance of Application: Applications submitted shall be scrutinized for eligibility, completeness, and compliance on the basis of Merit, Productivity and Performance. Accepted applicants shall be formally notified.

3.11.1 Only applicants who have submitted a digital application with analogous qualification parameters and have also cleared initial technical screening shall be given an acceptance letter to avail this opportunity to submit EXPRESSION OF INTEREST FORM and join parallel technical and operational prototyping of their TPS on their own cost. A Letter of Recommendation (LoR) shall be issued for inclusion of their TPS in the demonstration of 'Commercial Equivalence' (CE- Phase: III) before funding/ sanctioning authorities or working or knowledge group.

3.12 The scope of work under this EXPRESSION OF INTEREST FORM will include the supply of Technology, Product and Services (TPS) for POC to be defined in SLA based on mutually agreed TOR to provide the maximum degree of comfort to providers to deliver TPS without dictating them one-sided delivery terms of a technology which is less known to the agency and well known to its supplier. The objective of mutual consent on SLA and TOR is limited to the delivery and payment negotiations, not overlapping the piloting framework. The SLA and TOR once constituted, shall be the binding documents in the overall framework.

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3.13 During the implementation of the proposed SLA and TOR contracts, the successful applicant(s) will be required to provide Techno-Commercial annexation of commercial translation of the process related to the project at the macro and micro levels. Techno-Commercial obtained from the piloting agency during POC as a supporting document to claim their eligibility addressing the following areas of concern Need Assessment (NA- Phase: I), validation and transparency during the selection with equal and open opportunity; compliant with regulatory certifications for public use of proposed TPS, commercial viability with existing equivalence and budget spent to address same concerns. Defending the pilot with supporting documents published out of prototyping their TPS, and making changes and improvements to improvise and re-submitting it for funding is the piloting agency's responsibility. TPS providers can only be involved in the area of concern directly related to or pointed to their TPS process, delivery, finance or framework for roll-out and reimbursement.

3.14 The Project objective is not limited to suggesting a better technology but also provides a comprehensive procurement model, starting with need assessment and ending with delivery. This includes compliant suppliers and AHM (Annuity Hybrid E-Mobility) as an eventually self-sustainable and innovative funding model.

3.14.1 This EXPRESSION OF INTEREST FORM being submitted before the Piloting Agency is only addressing the ethical and financial audit concerns agencies may have while onboarding government bodies along with corporates as funding agencies, as their utilization of public funds is governed by various sets of rules such as GFR, CAG audit compliance and transparency in utilization and disbursement procedures.

3.15 A limited brief and overview of the scope of work are being provided at the Expression of Interest Form stage. More macro and micro details (techno-commercial, regulatory and pricing, LOR and TOR to distinguish final suppliers from other prototyping applicants, SLA and TOR for defining deliver and payment terms, AHM is to provide overall funding spectrum, cycle and ratio of government, corporate, CSR, International grants available under AHM for NHEV to cover demography proposed in the pilot) will be included in the subsequent documents going ahead. They will be provided only to shortlisted participants prototyping their TPS with the piloting agency.

3.16 Issuance of Letter of Recommendation (LoR): Eligible applicants shall receive a Letter of Recommendation (LoR) assuring the Work Order, post successful submission of applicant's capabilities, credentials, prior experience and tentative Scope of Work and AHM Budget.

3.17 Submission of techno-commercials: Overall financial details of the company, Current range of products & services, Existing clients & Partner portfolio, Existing project and ongoing orders, KYC of the Company / Directors, Signed EXPRESSION OF INTEREST FORM, Application fee and Piloting fee submission, AHM sample budget sheet, Scope of Work, TOR, SLA, EMD Exemption form, final budget as per site.

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3.18 Service Request (from Partner): Project Partners may submit Service Requests for additional works, advance services, or common services required for the smooth implementation of assigned tasks.

3.19 Participation Request (from Agency): The Piloting Agency may invite or accept Participation Requests from additional interested parties to fill gaps, enhance scope, or meet evolving pilot requirements.

3.20 Shortlisting for Letter of Award (LoA): Based on evaluation of techno-commercials, site feasibility, compliance to pilot standards, active participation and recommendations of the Working Groups, shortlisted applicants shall be progressed for shortlisting for issuance of the LoA.

3.21 Notification of Working Groups: Relevant Working Groups shall be notified to assess specific technical, financial, legal, or social aspects, and provide their observations to the Project Director.

3.22 Recommendations of Working Group Meetings: Recommendations of Working Groups and their Meeting Minutes (WGMs) and shall be compiled and form the basis for final decisions on scope, pricing, and award.

3.23 Finalisation of Component and Section Pricing: Component-wise and section-wise pricing (covering all 4 sections under the pilot) shall be finalized based on approved techno-commercials, Working Group and Knowledge Group inputs, and due diligence by Piloting Agency.

3.24 Final Costing & Land Acquisition: The final costing, land acquisition requirements, and any one-time capital costs shall be recorded and documented under the NHEV Books of Accounts as final costing for that site to propose to PPP Allottee.

3.25 Issuance of Letter of Award (LoA): Upon completion of all necessary techno-commercial submissions and compliance checks, Letter of Confirmation (LC) from PPP Allottee is sought, post which, the Letter of Award (LoA) shall be issued to the partners shortlisted

3.26 Vendors' Disbursements and Payments: Payments to TPS Partners shall be processed through an ESCROW mechanism to ensure secure, transparent, milestone-based disbursements.

3.27 Joint Appearance and Public Communication: Selected applicants, partners, and agencies shall participate in joint appearances, events, press releases, and other public

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communications such as Conferences, Exhibitions, Seminars, Report Releases etc as required under the branding and awareness framework.

3.27.1 Pre/Post-program separation of NHEV or EoDB with Applicants shall require 90 days to wrap up or eliminate the joint digital appearance of logos and names from the website or digital platforms excluding mainstream media or articles where the association have been reposted by any third party.

3.28 Degree of privacy: at the discretion of the applicant. EoDB has no reservations.

3.29 Non-Disclosure Agreement (NDA): at the discretion of the applicant. EoDB has no reservations.

3.30 Jurisdiction: Patiala House Court, New Delhi

3.31 Dispute Resolution: All possible care is being taken with clarity and transparency to explain roles, responsibilities and shares of liabilities and revenue out of the business carried out in this pilot till in case of any dispute. Applicant and Agency hereby agree that, in the event of any dispute between them relating to this EXPRESSION OF INTEREST FORM, they shall first seek to resolve the dispute through informal discussions in New Delhi within thirty (30) calendar days. In the event, that any dispute cannot be resolved informally within thirty (30) calendar days from notification. Further ongoing routine exercises can be paused until the dispute is resolved. Both parties mutually agree that their individual interests are below the initiative and are committed to respecting each other's dignity and goodwill in public appearance or on any digital or physical platform where they jointly appear as stakeholders, in the interest and goodwill of the pilot and other involved entities.

3.31.1 Notice of Ambiguity in Interpretation: Information received from any third party, excluding stakeholders (individuals or groups with an interest in any decision, activity, or affected by the project's outcome), that contains ambiguity or interpretation regarding the Pilot should be reported to the signing authorities of this EXPRESSION OF INTEREST FORM and the Piloting Agency for formal interpretation to prevent further misinterpretations

3.31.2 Dispute arising out of 'Service Delivery' of TPS: Supplier has solemnly agreed upon all on-site and internal agreements about arrangement-related factors and they have weighed before building TPS have defined responsibilities in the event of any dispute arrived in future due to discrepancy arising from what EoDB has committed based on their submission, marketed or projected to stakeholders, to bring them onboard. EoDB shall be in a legitimated position to decline any such claim or be a party in the dispute due to the indemnity clause of the MOU of no legal or commercial liability; neither any component supplied related to it can be used for any litigation in court against EoDB or any of its signee or representative of this MoU can plead or summon in any court or circumstances.

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3.32 The Applicant has to mention in Section B category details components; deposit Security against Piloting fees in the form of a NEFT OR UTR order drawn in favour of "EoDB SERVICES OPC PVT LTD" and submit the same along with necessary documents to the office (Scanned copy of payment receipt/confirmation to be mailed office@easeofdoingbusiness.in / accounts@easeofdoingbusiness.in).

3.32.1 Registration is non-transferable.

3.32.2 Security Against Piloting Fees revocable only to non-selected application forms.

3.32.3 Failure to submit/non-realization of Security Against Piloting Fees shall result in rejection of the application and should be automatically considered disqualified after the due date.

3.32.4 Return of Security Against Piloting Fees will be by cheque to their respective bank accounts without any interest or compensation.

3.32.5 Security Against Piloting Fees is revocable after 6 months from the release of the document if your application doesn't qualify.

3.32.6 This Office reserves the right to amend or withdraw any of the terms and conditions contained in the Document or to reject any or all applications without giving any notice or assigning any reason. The decision of the Screening Committee in this regard shall be final and binding on all.

3.32.7 If any undue influence or illegal method to obtain tender is found, the Security Against Piloting Fees will be forfeited and the application form will be rejected.

3.32.8 Further Processing of the qualified tender would be subject to payment of GST and need to be submitted on intimation of same.

3.32.9 We acknowledge that Security Against Piloting Fees is revocable without interest after six months from the release of the final document / list of suppliers who have secured LoA in case our application doesn't qualify. In case it qualifies release of revocable Security Against Piloting Fees shall be retained till the performance period up to the completion of the pilot.

Part IV – Disassociation and Disqualification

This section governs the scenarios under which an Applicant, Supplier, or Partner may be disassociated or disqualified from the project, along with the implications for any Pilot Fees or related payments made.

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4.1 Disassociation

4.1.1 Disassociation Post Completion of the Project (Revocable): Upon successful completion of all assigned works and compliance with closure obligations, an entity may request disassociation from further project obligations. In such cases, any refundable portion of Pilot Fees or deposits may be considered for adjustment or refund at the sole discretion of the competent authority.

4.1.2 Disassociation During the Project (Non-Revocable): If an entity withdraws or abandons its scope of work during active project execution, the disassociation shall be treated as non-revocable. Any Pilot Fees paid shall stand forfeited and no refund or adjustment shall be made.

4.1.3 Disassociation Before Start of the Project (Non-Revocable): If an entity withdraws after acceptance of its EXPRESSION OF INTEREST FORM but before commencement of assigned work, such disassociation shall be non-revocable. Any Pilot Fees, EMD, or deposits paid shall be forfeited in full.

4.1.4 Disassociation After Issuance of Letter of Recommendation (LOR) (Non-Revocable): Withdrawal of commitment after receiving an official LOR shall result in non-revocable disassociation. All Pilot Fees and deposits shall be forfeited without claim for refund or adjustment.

4.1.5 Disassociation Due to Internal Reasons and Circumstances (Non-Revocable): Disassociation initiated by an entity due to internal matters (management change, insolvency, restructuring, etc.) shall be treated as non-revocable. All Pilot Fees paid shall remain forfeited.

4.2 Disqualification

4.2.1 Disqualification Due to Agency Rejection (Revocable): If an applicant is rejected by the Piloting Agency for correctable technical or procedural shortcomings, the disqualification shall be revocable. In such cases, Pilot Fees may be retained on account and adjusted if the entity resubmits and is re-accepted within the permitted period.

4.2.2 Disqualification Due to Non-Submission (Non-Revocable): Failure to submit required documentation or deliverables shall lead to non-revocable disqualification and forfeiture of any Pilot Fees paid.

4.2.3 Disqualification Due to Performance (Non-Revocable): Unsatisfactory or non-performance against agreed milestones, TOR, or SLA shall result in non-revocable disqualification and forfeiture of Pilot Fees.

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4.2.4 Disqualification Due to Credential Falsification (Non-Revocable): Submission of false or misleading credentials shall result in immediate non-revocable disqualification and total forfeiture of Pilot Fees and deposits, with possible legal action.

4.2.5 Disqualification Due to Unethical Practices (Non-Revocable): Any involvement in bribery, fraud, or other unethical practices shall result in non-revocable disqualification and forfeiture of all Pilot Fees.

4.2.6 Disqualification Due to Failed Prototype or Technical Trial Run (Non-Revocable): Failure to meet the performance benchmarks during Prototype demonstration or Technical Trial Run (TTR) shall result in non-revocable disqualification and forfeiture of Pilot Fees.

4.2.7 Disqualification Due to Non-Participation (Non-Revocable): Wilful non-participation in mandatory project activities without valid justification shall result in non-revocable disqualification and forfeiture of Pilot Fees.

Part V – Signature and Authorisations

I/We, the Undersigned,

..... (insert full legal name of the **Applicant**) having read, examined, and fully understood the contents and terms of this Expression of Interest (EXPRESSION OF INTEREST FORM) document, hereby submit our response in good faith to the **Evaluation Office**. I/We confirm our consent to the payment(s) made towards the categories applied by us under this EXPRESSION OF INTEREST FORM, including but not limited to Application Fees, Pilot Fees, or any other fees as stipulated. I/We further declare that I/We am/are fully authorized to act on behalf of our corporation/company/firm/organization and duly empowered to sign, submit, and execute this document and any other documents, declarations, or agreements required in connection with this EXPRESSION OF INTEREST FORM.

It is hereby further confirmed that if I/We cease to remain in this role or organization for any reason whatsoever, it shall be my/our sole duty to ensure that all relevant project information, approvals, obligations, and instructions are properly transferred to an authorized successor or representative. The Piloting Agency or Evaluation Office shall have no responsibility or obligation to repeat, re-explain, or reissue information already communicated under this EXPRESSION OF INTEREST FORM.

To,
The Director Evaluation - EoDB
National Highway for Electric Vehicles
EoDB Services OPC , 2nd Floor, Innov8, Khadi Gram Udyog Bhavan
44 Regal Connaught Place, New Delhi – 110001

EXPRESSION OF INTEREST



Ph: 011 4300 9699, 011 4105 9899

From:

.....
.....

(Full Address of the company)

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I/We,(Name of certifying authority) certify that I am (Designation of certifying authority) (Name of the company), and that (Name of the above signatory), who has signed the above response is authorized to bind the corporation by the authority of its governing body.

Date & Place:

(Seal here & signature)