



THE ASSAM GAZETTE

অসাধাৰণ

EXTRAORDINARY

প্ৰাপ্ত কৰ্তৃত্বৰ দ্বাৰা প্ৰকাশিত

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GOVERNMENT OF ASSAM
ORDERS BY THE GOVERNOR
TRANSPORT DEPARTMENT ::: DISPUR

NOTIFICATION

The 13th December, 2023

No. ECF 297772/36.- The Governor of Assam is pleased to notify the " Guidelines for setting up of Electric Vehicle Charging Infrastructure in Assam." The Guidelines will come into effect from the date of notification and will be applicable initially for 3 (three) years.

Guidelines for setting up Electric Vehicle Charging Infrastructure in the State of Assam, 2023

1. INTRODUCTION

The Government of Assam proposes for setting up of Electric Vehicle charging infrastructure in Assam. Electric Vehicles (EV) or Battery-Operated Vehicle (BOV) is proposed by Govt. of Assam to ensure smooth mobility, reduction of air pollution and mitigating the emission of Greenhouse Gases. Guidelines to address price of EV's charging infrastructure, investment in EV manufacturing and charging infrastructure is required to promote adoption of EV's in the state. Govt. of Assam plans to ensure a better infrastructure for Electric vehicles that includes adequate power availability, network of charging points and favourable power tariff.

2. TITLE

The guidelines will be called "Guidelines for Setting Up Electric Vehicle Charging Infrastructure in the State of Assam, 2023".

3. COMMENCEMENT & APPLICABILITY

- It shall come into force from the date of their publication in the Official Gazette.
- It shall be applicable to the Licensees for setting up EV Charging Stations under the Govt. of Assam.

4. DEFINITIONS

- Electric Vehicle Charging Station & Equipment:
 - An electric Vehicle Charging Station is an infrastructure that supplies electric energy for the recharging of electric Vehicles. The Charging Station equipment shall include Charger (preferably Fast charger) including allied electrical installations etc.
- License means license issued by State Government.
- Licensee means one who hold license issued by licensing Authority of State Government.
- Licensing Authority means the Secretary, Transport Department, Govt. of Assam/ Secretary, State Transport Authority (STA) Assam.

5. OPERATION

The Govt. of Assam represented by Transport Department shall be the “Licensor” and the intended applicant who has been allowed / awarded / allotted the license shall be the “Licensee” and guidelines for setting up of the same is as detailed.

- The intending applicant shall set up Fast and slow charger(s) of one or more charging standards, at the identified locations under the Govt. of Assam along with charger management software. The chargers should comply with the guidelines/standards issued by relevant central or state authority. The Licensee will enlist the chargers on their charging network app.
- Investment required for the charger installation (covering the Supply, Installation, Commissioning & AMC of the charger) shall be made by Licensee. Periodic preventive maintenance of the installed chargers would be responsibility of the Licensee.
- Assigned locations to which the aforementioned offer will be given are to be identified in collaboration and a joint assessment by authorities of respective departments, like Transport Department/Tourism Departments/Urban Development Department or any other department and Licensee concerned.
- The charger installed/proposed may be upgraded to a higher capacity charger or additional number of similar/other chargers, upon approval from Licensor, under the same agreement, depending upon the market requirement for such chargers, which will be regularly assessed by the Licensee.
- Post finalization of locations for charger installation, there would be a formal license Agreement between the Government of Assam represented by Department of Transport and Licensee specifying details of all the terms and conditions.
- The Licensor is an arm of the Government of Assam and is in the process of establishing a network of Public/Semi Public Electric Vehicle Charging Station (hereinafter referred to as “**PCS**”) in various parts of the state to enable Electric Vehicle Charging; which the Licensee intends to make available to various individual, corporate or Fleet EV users, (hereinafter referred to as “**EV User**”), the PCS and the electricity charging infrastructure and the information technology infrastructure for enabling the EV Charging at the PCS (collectively referred to as the “**Charging Infrastructure**”).

- The LICENSE Agreement for setting up of EV charging infrastructure in Assam will be applicable to all entities who approaches the Government of Assam for setting up of EV charging infrastructure till a saturation of setting up 100 such charging stations across Assam is achieved.

6. ISSUANCE OF LICENSE

Any reputed Charging Station Operator (CSO) or Charging Point Operator (CPO) interested in setting up PCS as per the guidelines can approach the secretary, Transport Department. The License shall be issued based on mutual discussion between the operator and the transport department.

7. SET-UP

- The Licensor shall permit Licensee to install, set up, commission, operate and maintain the Charging Infrastructure in the PCS at the Licensee's own costs and expenses, at the said premises during the Term, as per the terms and conditions set out in the LICENSE Agreement and in accordance with these guidelines.
- Licensee and Licensor shall agree that the PCS comprises of Chargers conforming to standards and guidelines issues by MoP/BIS/CEA/AERC at the said premises. If in the Licensor's discretion, upgradation or augmentation in the PCS are required, then Licensee shall, on intimation from the Licensor in this regard, install additional PCS in the Said Premises.
- The Licensor shall have no title, claim, rights, interest, etc. of whatsoever nature in the Charging Infrastructure.
- Licensee covenants and undertakes that no activity other than the EV charging services from the PCS shall be carried out, and that too only within the Said Premises belonging to the Licensor.
- All the costs, expenses, expenditure including but not limited to any taxes, duties, cess, electricity costs etc. ("**Total Cost**") and the performance of all tasks and activities required for installation, commissioning, operation, and maintenance of the Charging Infrastructure at the Said Premises shall be the responsibility of the Licensee.

8. LICENSE TERM

The license term shall be valid for a period of **03 (Three Years)** commencing from the date of energization of the first charger (the "**Effective Date**") and shall conclude on the expiry/termination of the license term which may be extended for 2 (two) more years, based on mutual agreement, satisfactory performance & maintenance of the Charging Infrastructure and compliance to all terms and conditions of the agreement by the Licensee.

9. LICENSEE' SRIGHTS & OBLIGATIONS

- The Charging Infrastructure in the PCS to be installed and operated in the Said Premises is and shall be known and advertised/publicized as a Licensee's network of PCS.
- That the PCS, and thereby the Said Premises, shall be used and enjoyed and remain open at all operational hours of the day and on all days including Public/Bank Holidays.
- That Licensee's & its customer's Electric Vehicle shall be permitted to enter the compound of the building of which the said Premises forms a part, and remain parked there in for a reasonable time to charge from the PCS, within the areas permitted for parking;
- That the Licensee shall be entitled and at liberty to carry out and conduct at its costs, from time to time and at any time during the Term of the agreement, refurbishment, repairs, renovations, alterations and maintenance in and to the Said Premises and/or the additional amenities/spaces/areas in conformity with applicable laws, rules and regulations and terms and conditions of the LICENSE Agreement and these guidelines. The license is applicable to only the agreed upon area which will be demarked separately, and infringement of additional areas will not be permitted.
- The licensee is responsible and liable to maintain safety in the premises, any electrical/ non-electrical casualties or mishaps will be under the jurisdiction of the licensee and the licensor will not be liable in any matter whatsoever.
- That the signage, placards, boards can be placed upon and above the entrance of the Said Premises, within the Said Premises and upon and surrounding the PCS, on the basis of mutual agreement and prior permission, These signages, placards and boards may bear the name and logos of the Licensee and/or advertise and publicize the Products and services offered by the Licensee and/or its affiliated companies and concerns and/or of third parties.

10. POWERS AND RESPONSIBILITIES OF THE STATE GOVERNMENT (LICENSOR)

- Licensor shall agree and undertake to provide and make available to the Licensee throughout the Term of the License agreement, without charging, levying or collecting any fee or any other compensation/ consideration for the same, any additional amenities and spaces/areas which shall be used during the Installation, Operation, Maintenance and Removal and Material Handling of the Charging Infrastructure in the PCS.
- That the Licensor would help for the safety, general housekeeping, hygiene and security of PCS and its auxiliaries on best effort basis using existing station, security personnel and/or security devices, alarm systems etc.
- To either facilitate provision of power load through their existing connection or facilitate application for a separate power connection to the Licensee and charges thereon shall be paid at actual per unit or by mutually agreed rate or actuals as per meter readings by the Licensee.

- Demand/Fixed charge on monthly electricity bills by APDCL will be borne by Department of Transport during the period of LICENSE Agreement.
- The Department of Transport, Government of Assam, shall provide sufficient help and support to allocate space for the temporary storage and staging of tools, materials, equipment, and facilities reasonably necessary during the Installation Work or Project removal and access for rigging and material handling.

11. COMMERCIAL TERMS AND CONDITIONS

- Licensee shall pay to the Licensor a fee as mentioned in below table for per unit of electricity consumption through PCS towards EV Charging on completion of every 3 months. (The “Fees”).
- The Fees to be paid by Licensee in respect of the LICENSE Agreement shall be made by cheque / DD/ ECS/ RTGS/NEFT in favour of society or authority or be deposited by Licensee in appropriate head of accounts as intimated by Department of Transport within a period of 30 (Thirty) days from the Licensor issuing its invoice.
- The Fees shall be exclusive of any tax or duties or cess levied by the government and shall be payable subject to deduction of statutory taxes at source as per the provisions of the Income Tax Act, 1961 and CGST Act 2017. Goods and Services Tax (“GST”), if applicable, shall be additionally payable by Licensee.
- Electricity will be reimbursed on actual unit consumed as per sub meter or as per agreed rate per unit and revenue share ("Fees") will be reimbursed based on charger hobs meter reading based on actual consumption for vehicle charging.

12. SUSPENSION OF LICENSE

Suo-moto or on a complaint made to the licensing Authority subsequent to providing the licensee with an opportunity of being heard within 15 days from the date of such complaint or suo-moto action, suspend the license for a period, by way of reasoned order in writing, which shall not be less than 10 days and which shall not exceed 6 months at a time (“Suspension Order”).

13. CANCELLATION OF LICENSE

- A show cause notice shall be issued by the Licensor for cancellation of the Licensee’s license if there are material breach of the provisions of these guidelines and non-compliance of the terms and conditions of the provisions of the license Agreement or on occurrence of any fatality due to improper safety standards and non-maintenance.
- Upon cancellation of the license, the licensor shall immediately cease all operations.
- The Licensor may also voluntarily surrender the license for cancellation.

14. APPEAL

- The Licensee aggrieved by any order passed by Licensor may within 30days appeal to the Secretary to the Government of Assam, Transport Department.

15. PUBLICITY

- The Parties shall be entitled to issue any press release and/or any public communication and/or any such communication and/or publication and/or organise and/or participate in any press conferences, to any third party regarding the activities carried out by Licensee from the Licensor's Property. Provided however that, the content and the medium of any press release, public communication, other communication, publication, or statement by either Parties involving Govt. of Assam shall be informed and mutually agreed before such releases / activities.
- Licensor agrees that it shall not use any Copyright, Trade Marks, Logos, Trade Names or Identifying Slogans, which are the property of Licensee, for any purpose, without prior authorization, in writing, from Licensee.
- Licensee agrees that it shall not use any copyright, Trade Marks, Logos, Trade Names or Identifying Slogans, which are the property of Licensor, for any purpose, without prior authorization, in writing, from Licensor.

ADIL KHAN,

Secretary to the Government of Assam,
Transport Department, Dispur.