



Tender No.T-118 Dated: 18.09.2019

Request for Proposal (RFP)

for

**Selection of Service Provider for Procurement,
Operation and Maintenance of Electric Buses on Gross
Cost Contract (GCC) Model**

by

**Managing Director
Bangalore Metropolitan Transport Corporation
Central Office, Shanthinagar, Bangalore
Website :www.mybmtc.com**

Volume 1 – Instruction to Bidder

September 2019

DISCLAIMER

The information contained in this Request for Proposals document (the “**RFP**”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Bangalore Metropolitan Transport Corporation (the “**Authority**”) or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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SECTION 1: LETTER OF INVITATION

1. The Bangalore Metropolitan Transport Corporation (BMTc) is established to provide adequate, efficient, economic and coordinated transport services to the commuters of Bangalore Metropolitan region part of the State of Karnataka.
2. BMTc invites solicited bids from reputed, competent companies, who meet the qualification criteria as stipulated in the RFP Document for **“Selection of Service Provider for Procurement, Operation and Maintenance of Electric Bus on Gross Cost Contract (GCC) Model”**.
3. The details and calendar of events shall be as follows:

| | |
|--|---|
| Tender Inviting Authority | Chief Mechanical Engineer (P), KSRTC, Central Offices, Bangalore |
| Tender Accepting / Appellate Authority | CPC, KSRTC/Board |
| Name of Work | Selection of Service Provider for Procurement, Operations and Maintenance of Electric Buses on Gross Cost Contract (GCC) Model |
| Start Date for the issue of RFP documents | For reference, view and download in e-procurement portal of GOK. |
| Date / Time/Place of the Pre-Bid Conference | 27.09.2019 at 11.30 hrs |
| Last Date & Time for Tender Queries and Clarifications in e-portal | 24.09.2019 at 17.00 hrs |
| Last date and time for submission of Proposal through e-portal. | 18.10.2019 at 17.00 hrs |
| Date and time for submission of Hard Copies (Proposal Due Date) | 19.10.2019 at 17.00 hrs |
| Date /Time/ Place of opening Technical Proposal | 21.10.2019 at 11.30 hrs |
| Date /Time/ Place of opening Financial Proposal | 30.10.2019 at 11.30 hrs |
| Bid Security | INR 500/- of this, an amount i.e., INR500/- is to be paid through e-payment mode and the remaining amount of INR4,49,99,500/- is to be paid in the form of Bank Guarantee in favour of “Managing Director, BMTc, Central Office, Bangalore” payable at Bangalore and should be enclosed along with the Proposal. |
| Tender Processing Fee | INR550/- or as applicable as per e-Proc Guidelines to be paid through e-payment mode only. |
| Tender Form Fee | INR50,000/- (inclusive of GST) to be paid in the form of Demand Draft in favour of “The CAO-FA, KSRTC Bangalore and should be enclosed along with the original (Hard Copies) Documents. |
| Contact Person Telephone / Fax /E-Mail | Chief Mechanical Engineer, KSRTC Mobile No. : 7760990006 Email id: cme@ksrtc.org |
| Address for communication | Chief Mechanical Engineer (P), KSRTC Central Offices, Shantinagar Bangalore-560027 |

4. The RFP includes the following documents:

- Volume I : Instruction to Bidders
 - Volume II : Standard and Specifications
 - Volume III : Master Service Agreement
5. The Financial Proposal submitted by Bidder shall be evaluated based on the Bidder quoting the lowest financial quote, payable by the Authority to the Bidder, and shall be declared as Successful Bidder for the Project. The Bidder is required to submit Qualification Proposal, Technical Proposal and Financial Proposal as per the requirements described in the RFP Document.
6. The method of selection for Bidders shall consists of three (3) stage evaluation process i.e.
- (i) Evaluation of Qualification Proposal,
 - (ii) Evaluation of Technical Proposal and
 - (iii) Opening of Financial Proposal.

The Bidders interested to participate must satisfy the selection criteria mentioned in Section 2: Information to the Bidders and Section 2A: Data Sheet.

7. Interested Bidders may submit their Proposal and requisite EMD electronically through e-procurement platform at www.eproc.karnataka.gov.in.

Note:*In the event of postpone of bidding activities of calendar of events (if any), the Bidder shall be communicated through e-Procurement portal only.*

Sd/-
Chief Mechanical Engineer
Bangalore Metropolitan Transport Corporation
Central Office, Bangalore

SECTION2: INFORMATION TO BIDDERS

A. DEFINITIONS

1. **“Affiliate”** means, in relation to a Bidder, a person who controls or is controlled by such Bidder, or a person who is under the common control of the same person who controls such Bidder.
2. **“Applicable Law”** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
3. **“Bidder”** means any sole Company / firm / LLP directly or in joint venture (JV)/ Consortium that submits a Proposal pursuant to this RFP Document.
4. **“Clause”** means a clause of the ITB.
5. **“Client/Authority”** means Bangalore Metropolitan Transport Corporation (BMTTC), the competent authority that shall undertake signing of Master Service Agreement for the Project with the Successful Bidder.
6. **“Companies Act”** means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, to the extent applicable.
7. **“Service Provider”** means the Successful Bidder selected in accordance with this RFP Document to enter into Contract to provide the Services.
8. **“Contract/ Master Service Agreement”** means the legally binding written agreement to be executed between the Authority and the Successful Bidder and includes documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). Master Service Agreement is set out in Volume-III
9. **“Control”** in relation to a Person, means: (i) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (ii) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term “Controls” and “Controlled” shall be construed accordingly
10. **“CPI”** means the Consumer Price Index issued by the competent Authority from Government of India.
11. **“Data Sheet”** means the data sheet set out in Section 2A with specific details and information to supplement (and not override) the general provisions set out in ITB.
12. **“Day”** means a calendar day.
13. **“Effective Date”** means the date of issuance of ‘Letter of Acceptance’ (LOA) by the Authority.
14. **“Eligibility Criteria”** means, collectively, the qualification eligibility criteria, technical eligibility criteria, financial eligibility criteria and any other eligibility criteria specified in Data Sheet, which a Bidder is required to satisfy to be qualified as an eligible Bidder for award of the Contract.
15. **“Financial Proposal”** means the financial proposal of the Bidder comprising the documents set out in Section 2 of 14.5.
16. **“GCC”** means General Conditions of Contract.
17. **“GoI”** means the Government of India.
18. **“GoK”** means the Government of Karnataka.
19. **“INR”** means Indian National Rupee
20. **“ITB”** mean the Instructions to Bidders set out in Section 2 of the RFP that provides the Bidders with all the information needed to prepare their Proposals.
21. **“KTPP”** means The Karnataka Transparency in Public Procurements Act, 1999 and any amendments thereof.
22. **“LOA”** means Letter of Acceptance

23. **"LOI"** Letter of Invitation means information of RFP provided by the Authority to the interested Bidders.
24. **"MoU"** means Memorandum of Understanding
25. **"Net Worth"** means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
26. **"PCU"** means Passenger Car Unit
27. **"Period"** shall mean the entire term of the Contract.
28. **"Person"** means any individual, company, corporation, firm, and partnership, trust, sole proprietor, limited liability partnership, co-operative society, Government Company or any other legal entity.
29. **"Performance Security"** shall have the meaning described to it in Clause 23 of ITB.
30. **"Project"** means Selection of Service Provider for Procurement, Operation and Maintenance of Electric Buses on Gross Cost Contract (GCC) Model.
31. **"Proposal"** means the submissions made by a Bidder pursuant to the RFP, which will include the Qualification Proposal, Technical Proposal and the Financial Proposal.
32. **"Proposal Due Date"** means the last date for submission of the Proposals.
33. **"RFP"** and/ or "RFP Document" means this RFP document comprising of a number of Parts/sections/clauses etc. namely Disclaimer, Brief Overview, and Key Details, Definitions and Abbreviations, Instructions to Bidders, Terms of Reference (TOR), General Conditions of Contract (GCC), and Annexures.
34. **"SCC"** means Special Conditions of Contract.
35. **"Services"** means the work to be performed by the Service Provider pursuant to the Master Service Agreement.
36. **"SLA"** means Service Level Agreement.
37. **"SPV"** means Special Purpose Vehicle formed by the Successful Bidder shall mean a limited company, as defined and incorporated under the Companies Act, 2013, where required to be formed for each Project.
38. **"Sub-Contractor"** means an entity to whom the Bidder intends to subcontract part of the Services while remaining responsible to the Authority during the performance of the Contract.
39. **"Writing" or "Written"** includes matter, either in whole or in part, in manuscript, type written, lithographed, photocopied, photographed or printed form under or over signature or seal, as the case may be.

ABBREVIATIONS

| | |
|------|--|
| BMTC | Bangalore Metropolitan Transport Corporation |
| CCTV | Closed Circuit Television |
| COD | Commercial Operation Date |
| DDU | Digital Display Unit |
| GCC | Gross Cost Contract |
| INR | Indian National Rupee |
| ITMS | Intelligent Transport Management System |
| ITS | Intelligent Transport System |
| MDVR | Mobile Digital Video Recorder |
| MIS | Management Information System |
| MoU | Memorandum of Understanding |
| MSA | Master Service Agreement |
| NEFT | National Electronic Funds Transfer |
| NIT | Notice Inviting Tender |
| OBU | On Board Unit |
| OTC | Over the Counter |
| PCU | Passenger Car Unit |
| SA | Statutory Auditor |
| SCU | Safety Control Unit |
| SEBI | Securities and Exchange Board of India |
| SPV | Special Purpose Vehicle |
| STU | State Transport Undertaking |
| UBS | Urban Bus Specifications |
| VCF | Venture Capital Fund |

B. GENERAL**1. DESCRIPTION OF PROJECT**

1.1 The Authority has undertaken key initiatives to establish an environmentally, socially and financially sustainable network of public transport for Bangalore, to encourage commuters to shift to public transport system/s. One of the tasks to achieve the above-mentioned program is to streamline the bus operations through private operators. For this the Authority has formulated a scheme that aims at operation of buses in Bangalore to specified performance standards, with specific focus on safety, by private entities selected through a competitive bidding process under a suitable contractual structure. Accordingly permits shall be granted to operate on identified routes.

Number of route and schedules to be operated for electric vehicles from selected depots are as under:

| S.No. | Route No. | Total Schedule |
|--------------|-----------|----------------|
| 1. | KIAS8 | 18 |
| 2. | KIAS4 | 9 |
| 3. | KIAS6 | 6 |
| 4. | KIAS12 | 6 |
| 5. | KIAS8E | 5 |
| 6. | KIAS14 | 5 |
| 7. | KIAS7A | 4 |
| 8. | KIAS7 | 4 |
| 9. | V500D | 53 |
| 10. | V319HK | 6 |
| 11. | V319KH | 4 |
| 12. | V500A | 24 |
| 13. | V333Z | 4 |
| 14. | V500BM | 4 |
| 15. | V331A | 5 |
| 16. | V335EK | 11 |
| 17. | V201R | 12 |
| 18. | V356 | 16 |
| 19. | V500KE | 6 |
| 20. | V250ZA | 4 |
| 21. | V500G | 4 |
| 22. | V500K | 27 |
| 23. | V505 | 9 |
| 24. | V500CA | 63 |
| Total | | 309 |

**Note: The above schedules are tentative and subject to change during signing of Master Service Agreement with the Successful Bidder and during the Period of Contract.*

1.2 The Service Provider shall be required to comply with the provisions of the Motor Vehicle Act, 1988 any amendments made thereof, rules and permit conditions made there under, and any other relevant statutes and directions of Hon'ble Courts issued from time to time. Details of information about number of buses under AC category are provided in table below:

| Length of Bus | Aggregated Effective Kilometers / Year / Bus | Number of Buses |
|---------------|--|-----------------|
| 12m AC Buses | 70,000 kms | 300 |
| Total | | 300 |

1.3 The Service Provider would be required to mobilize, finance, procure, develop necessary infrastructure, and operate the Stage Carriage Services in accordance with the specifications and standards set out in Master Service Agreement and under other applicable laws/ bylaws governing such operations.

1.4 Details of information about Parking Depot

| Name of Depot | No. of Schedules Identified | No. of Schedules Planned to Added | Total |
|-----------------------|-----------------------------|-----------------------------------|-------|
| Depot-18 (Whitefield) | 29 | 25 | 54 |
| Depot-25 (HSR layout) | 110 | 10 | 120 |
| Depot-28 (Hebbala) | 102 | 10 | 112 |
| Depot-29 (KR Puram) | 21 | 93 | 114 |

1.5 The Service Provider will also be required to meet Performance Standards, specified in the Volume – II: Standard and Specifications, failing which appropriate penalty would be levied for non-performance thereof. The Performance Standards shall cover the following requirements:

- i. Specifications & Standards for the buses
- ii. Service levels benchmarks for bus operations
- iii. Performance of staff

1.6 The Service Provider shall procure buses as per the Standard and Specifications defined in the Volume – II: Standard and Specifications by the Authority and shall also include various, but not limited to components such as ITS System defined under UBS II Guidelines issued by Ministry of Urban Development, AIS 140 Specifications and any amendments issued thereof. Some of the equipments and their quantities are listed below:

- i. Intelligent Transport Management System (ITMS)
 - a. Passenger Display Boards 4
 - b. Speaker 4
 - c. Amplifier 1
 - d. SCU / OBU 1
 - e. DDU 1
 - f. CCTV System 2 Internal Cameras,
1 External Reverse Camera with Cover
1 Internal Front Facing Camera
1 MDVR for storage up to 30days
 - g. Panic Button System integrated into the SCU / OBU

- | | |
|--------------------------------------|--|
| ii. Validators | 1 at each entry and exit door as per specification enclosed in the RFP. |
| iii. Camera based Passenger Counters | 1 at each entry and exit doors as per specification enclosed in the RFP. |
- 1.7 All buses under the Scheme would be operating under a common brand, tentatively referred as “BMTC” and/or any name as approved by the Authority.
- 1.8 A detailed time table (“Time Table” or “TT”), setting out time-slots for operation of buses is provided in the Volume II: Standard and Specifications.
- 1.9 The Fares will be collected through a variety of options on-board and off board like cash, smartcard, QR Code, etc as tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services is also envisaged to be introduced at a later date of the Period of Contract. On-board, off-board collection and any other revenue stream including advertisement revenue shall be retained by the Authority. A detailed mechanism is provided in the Master Service Agreement. If any kind of advertisement displayed in and out of the bus, in such case the advertisement revenue shall be remitted to BMTC.
- 1.10 An agreement for development, operation, management, financing of the Project (“Master Service Agreement”) with development milestones and operations requirements/ specifications/ performance standards clearly set out is expected to be executed between the Authority and the Successful Service Provider of the Project. The MSA would also provide specific rights towards use of road infrastructure, bus stops bus depot, charging infra, development and bus terminals for use by the Service Provider.

2. INTRODUCTION

- 2.1 The Bangalore Metropolitan Transport Corporation (BMTc) the ("Authority") invites Request for Proposal (RFP) in the form of proposal ("Proposal") through e-procurement portal of Government of Karnataka www.eproc.karnataka.gov.in from suitable business entities and other interested parties for Selection of Service Provider for Procurement, Operations and Maintenances of Electric Bus Services on Gross Cost Contract (GCC) Model. The concession period would be for an initial period seven (7) years and would be extended by another three (3) years ("Project").
- 2.2 The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document in order to identify the Successful Bidder for the Project (hereinafter referred to as the "Successful Bidder"). The Successful Bidder would then be required to enter into an MSA with the Authority as per the draft set forth in Volume – III: Master Service Agreement of this RFP Document and perform the obligations as stipulated therein, in respect of the Project.
- 2.3 Pursuant to the release of this RFP Document, the Authority shall receive Proposals, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents to be provided to the Authority pursuant to this RFP Document including Annexures thereto (collectively referred to as the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Authority.
- 2.4 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.
- 2.5 This RFP Document is not transferable.

3. CONTENTS OF RFP DOCUMENT

- 3.1 The RFP includes the following Section:
- Section 1 : Letter of Invitation
 - Section 2 : Information to the Bidder
 - Section 2A : Bid Data Sheet
 - Section 3 : Annexures
- 3.2 The Bidder is expected to examine all instructions, Data Sheet, Annexures, Standard and Specifications and Master Service Agreement in the RFP Document and to furnish with its Proposal all information or documentation as is required by the RFP Document.
- 3.3 The bidding documents including this RFP Document and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority will not return any Proposal or any information provided along therewith.
- 3.4 The statements and explanations contained in this RFP are intended to provide an understanding to the Bidders about the subject matter of this RFP and shall not be construed or interpreted as limiting in any way or manner whatsoever the scope of services, work and obligations of the Successful Bidder to be set forth in the MSA or the Authority, the Authority's right to amend, alter, change, supplement or clarify the scope of service and work, the MSA to be awarded pursuant to the RFP Document including the terms thereof, and this RFP including terms herein

contained. Consequently, any omissions, conflicts or contradictions in the Bidding Document including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by the Authority.

4. ELIGIBILITY OF THE BIDDERS

4.1 The Bidders eligible for participating in the Request for Proposal process shall be any one of the following:

Type 1: A Business Entity - Private Limited Company / Limited Company / Limited Liability Partnership registered under the Companies Act, 1956 / 2013 / under the Partnership Act of 1932 in India or a proprietary firm or an international firm registered under equivalent law in the country of its incorporation.

Type 2: A Business Entity promoted by stage carriage bus operators with

- a) the shareholders, holding a minimum of twenty-five (25) Permits issued by the State Transport Authority/ Regional Transport Authority.
- b) where such shareholders shall commit to hold a minimum equity stake of 26% in the aggregate shareholding of the business entity to be formed under the Indian Companies Act, 2013 for the first three years from date of commissioning of the project; and
- c) where at least one specific shareholder commit to hold a minimum equity stake of 10% in the aggregate shareholding of the business entity to be formed under the Indian Companies Act, 2013 throughout the concession period; and
- d) provided experience of the shareholder, who has more than one Permit, shall be counted towards only one of the Type 2 Business Entity.

In case the Bidder intends to submit Proposal under Type 2, the Bidder is required to submit a letter of undertaking in terms of format set out in Annexure 11.

Type 3: A combination of a maximum of four (4) members, comprising one Lead Member who is a Type 1/ Type 2 entity with other members who are Type 1/ Type 2/ Partnership Firm / individual and shall hereinafter be referred as "JV/Consortium". The JV/Consortium should have one OEM and one Operator as part of the bid. All the other members can be the decision of the Bidder.

- a) Venture Capital Fund ("VCF") / Alternative Investment Fund ("AIF") registered under the SEBI Regulations, 1996 and related amendments thereto and incorporated under
 - i. the Indian Trusts Act, 1882; or
 - ii. Act of Parliament or State Legislation

Note:

- A VCF/AIF can participate, as any member of Type 3 Bidder and its Charter/by-laws, as the case may be, shall allow such activities for which this RFP Document is issued.
- A VCF/AIF can offer their 'Investible Funds' as disclosed to SEBI for meeting the Financial Capability criteria under the RFP document"

4.2 Proposal submitted by JV / Consortium

In case the Bidder submit the Proposal in JV/ Consortium, the following conditions shall be applicable:

- i. A Bidder who has applied for Project in its individual capacity or as part of a Consortium cannot participate as a member of any other JV/ Consortium applying for the Project;
- ii. Sub-contracting is not allowed for eligibility purpose
- iii. The Proposal submitted by the JV / Consortium should contain the required information for each member and a brief description of the roles and responsibilities of each member.
- iv. Wherever required, the Proposal shall contain the information required for each of the members of the JV/ Consortium.
- v. The Proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the Consortium.
- vi. The members shall nominate a "Lead Member", which shall be type as defined in Section 2 - Clause 4. Such nomination shall be supported by a Power of Attorney as per format provided in Section 3 - Annexure 4 signed by all the members of the JV / Consortium. The Lead Member shall provide a Power of Attorney for signing the Proposal Section 3 - Annexure 3 and have the authority to represent and bind all the members during the bid process; and, if the JV / Consortium is declared as the Successful Bidder, during the execution of the Project.
- vii. The JV / Consortium shall submit a binding and enforceable JV / Consortium Agreement as per format provided in Section 3 -Annexure 5, and the members shall not be permitted to amend or terminate the JV / Consortium Agreement, at any time during the validity of the Proposal and the MSA, if awarded without the prior consent of Authority.
- viii. The members of the JV / Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Bidder obligations in relation to the Project, in accordance with the RFP and the MSA.

The JV/Consortium Agreement should, interalia,

- a) convey the intent of the Lead Member to form a SPV. Such SPV shall enter into the MSA with the Authority and subsequently carry out all the responsibilities in terms of the Agreement/s;
 - b) clearly outline the proposed roles and responsibilities of each member of the Consortium;
 - c) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the Project in accordance with the terms of the Concession Agreement; and
 - d) clearly refer to the Project for which the arrangement is made
- ix. If there is any change in the members of the JV / Consortium required for the following reasons but not limited to, such change needs to be approved by the Board constituted by the Authority and GoK before such change can be accepted as below:
 - a) Insolvency/Bankruptcy
 - b) Any change in key managerial personnel in the rarest of rare cases or exceptional cases as defined in the RFP.

- c) Change in more than 26% of majority stake in any of the consortium members..
 - x. A copy of the JV/Consortium Agreement signed by all members should be submitted with the Proposal. The Consortium Agreement between the members of the Consortium should be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive
 - xi. Additional Requirements for Proposal Submitted by a JV/ Consortium
 - a) **Minimum Shareholding Obligation:** By submitting the Proposal, the Bidder Consortium and each of its members shall be deemed to have acknowledged that it was short-listed on the basis of the technical and financial capacity of those of its Consortium Members who will own at least 26% by the Lead Member and 5% by Other Member each of the issued and subscribed equity share capital of the Service Provider. The Bidder Consortium and each of the Consortium members shall further by submitting the Proposal be deemed to have:
 - i. Acknowledged and undertaken that each of such Consortium Members shall continue to hold the aforesaid minimum shareholding in the SPV and is achieved under and in accordance with the provisions of the Concession Agreement,
 - ii. The aforesaid shareholding obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and
 - iii. Any breach of the shareholding obligation shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under.
 - xii. A Bidder shall enter into an MoU enclosed as **Section 3 - Annexure 9** with a Technology Partner to be eligible for submission of its Proposal. The requirements expected of the Technology Partner shall be part of this MoU between the Bidder and Technology Partner. The Bidder should necessarily tie up with Technology Partner under this MoU during the bidding stage itself to be eligible to submit this Proposal. Since the Authority shall be signing the Agreement with the Service Provider and not with the Technology Partner, the Service Provider shall ensure that the requirements of the Authority are met by the Service Provider. The MoU between the Service Provider and Technology Partner shall be a matter of obligations amongst themselves. For the purpose of this Project all obligations, roles, responsibilities including Proof of Concept shall be the responsibility of the Bidder and the selected Service Provider. In case the Bidder is OEM and also Technology Partner, the Bidder shall provide self-certification.
- 4.3 A Bidder or member of JV/ Consortium which has earlier been barred by Authority and/or any other entity or blacklisted by any State Government or Central government / Department / Agency / Institution in India or overseas shall not be eligible to submit a Proposal, either individually or as member of a Consortium, if such bar subsists as on the Proposal Due Date. The Bidder or the member of Consortium shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Proposal Due Date as per format provided in Section 3 - Annexure 7.
- 4.4 Proposal of Bidders (sole or JV/ Consortium) shall not be eligible for evaluation under following conditions.

- a) Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking (PSU), as the case may be, from participating in any project, and the bar subsists as on the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its JV/ Associate.
- b) A Bidder or its Associate that has, during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the applicant or its JV/ Associate, or has expelled from any project or agreement or has had any agreement terminated for breach by such applicant or its JV/ Associate.

4.5 Incorporation of Special Purpose Vehicle (SPV)

A Type 3 Bidder being declared as the Successful Bidder for the Project shall be required to incorporate a Special Purpose Vehicle under Indian Companies Act, 2013 for implementation of the project. However, Type 1 Bidders are allowed to form a SPV for implementing the Project. It may be noted that Type 2 Bidders have already formed a SPV for the purpose. The SPV office shall be registered in Bangalore.

- 4.6 The sole Bidder / Lead Member of JV / Consortium shall have a registered office in Bangalore City or given an undertaking to establish a registered office within 90 days of receipt of Letter of Acceptance.
- 4.7 Notwithstanding anything stated elsewhere in these documents, the Authority shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to the Authority. A Bidder may be disqualified if it is determined by the Authority, at any stage of the process, that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided within a reasonable timeframe as stipulated by the Authority.

5. CONDITION RELATED TO TECHNOLOGY PARTNER

- 5.1 A Technology Partner can bid as a Bidder in the capacity of an Operator. A Technology Partner bidding in the capacity of an Operator, individually or as a member of a Consortium shall not be entitled to act as a Technology Partner for any other Bidder bidding for the Project
- 5.2 A Bidder can also associate with a Technology Partner by submitting an MoU as provided in Section 3 - Annexure 9. In case where the Bidder is a Consortium the Lead Member shall sign the MoU with the Technology Partner as per the **Section 3 - Annexure 9**. Subject to terms of the Master Service Agreement, a Technology Partner in its own capacity may associate with multiple Bidders by signing the MoU. The Bidder shall be considered eligible even if a Technology Partner associated with such Bidder is associated with other Bidders under this Bid Process. For avoidance of doubt, a Bidder shall not associate with more than one Technology Partner for a Project.
- 5.3 A Technology Partner shall support the Bidder for the Period of Contract. Any change in the Technology Partner shall only be permitted under unforeseen circumstances after the approval of Authority. However, no change in Technology Partner shall be permitted prior to the COD of the Project.
- 5.4 Bidder shall carry out its own due diligence to ascertain that the Technology Partner meets the guidelines as set forth in this RFP Document. The Bidder shall assure itself that the Technology

Partner has sufficient supply capacity across different Projects that the Bidder chooses to bid, Authority at its discretion can disqualify the Bidder if:

- a) the Technology Partner has been debarred by any state or central government or government agency in India; or
- b) the Technology Partner has made misleading or false representation in the forms, statements and attachments submitted; or
- c) If the Technology Partner refuses to enter into the Supply and Technical Support Contract with the Service Provider of the Project.

5.5 The Technology Partner will certify equal cost of bus to all Bidders. The Technology Partner shall offer same cost and level playing terms and conditions for the same model of bus to all participant Bidders to ensure that the Technology Partner does not vitiate the bidding process. Failure to adhere to aforesaid requirements shall result in rejection of Technology Partner.

6. FRAUD & CORRUPT FRAUDULENT PRACTICES

6.1 It is Authority's policy to require that Service Provider observe the highest standard of ethics during the execution of such Contracts. In pursuance of this policy, the Authority:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - "**corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution; and
 - "**fraudulent practice**" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of Authority and includes collusive practices among Service Provider (prior to or after submission of Proposals) designed to establish prices at artificial, non-competitive levels and to deprive Authority of the benefits of free and open competition.
- b) will reject a Proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract;

6.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government departments of the state or Central Government in accordance with the above.

6.3 The Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its Affiliates which have been engaged by BMTC to provide consulting services related to this RFP document.

6.4 The Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

6.5 The Bidder shall not make attempts to establish unsolicited and unauthorized contact with the Authority, or Bid Evaluation Committee (formulated by the Authority) after opening of the Tender and prior to the notification of the award and if any attempt by the Bidder to bring to bear extraneous pressures on the Authority shall be sufficient reason to disqualify the Bidder.

6.6 In such cases, the Authority

- a) will reject a Proposal for award if it determines that the Bidders recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
 - b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- 6.7 Furthermore, the Bidder shall be aware of the provision stated below:
- a) The Bidder shall permit the Authority to inspect its accounts and records relating to this project and to have them audited by auditors appointed by the Authority, if so required.
 - b) The Authority may at any time terminate the Contract by giving written notice to the Bidder, if they become bankrupt or otherwise insolvent. In this event, termination will be with compensation to the Bidder till the last date of Services, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Authority.
- 6.8 Termination for Default:
- a) The Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the MSA in whole or part:
 - b) If the Service Provider fails to deliver any or all of the Services within the period(s) specified in the MSA, or within any extension thereof granted by the Authority or
 - c) If the Service Provider fails to perform any other obligation(s) under the MSA.
- 6.9 Debarment of Tenders:

Debarment of Tenders shall be taken up by the Authority following of Section 14A. of Karnataka Transparency in Public Procurements (Amendment) Act 2018, if the tenderers engages in corrupt or fraudulent practices.

7. CLARIFICATION AND AMENDMENT OF RFP

- 7.1 Bidders may request for clarification on any items in the RFP Document up to the pre-bid meeting date as specified in the Data Sheet before the Proposal Due Date. Any request for clarification must be sent in writing by e-mail to the Authority's address indicated in the Data Sheet. The Authority will respond by uploading the response (including an explanation of the query but without identifying the source of inquiry) in the GoK e-procurement portal.
- 7.2 Before the deadline for submission of Proposals, the Authority may modify the RFP Document by issuing online addendum. The addendum will appear on the web page of the website <https://eproc.karnataka.gov.in>. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Authority may extend as necessary the deadline for submission of Proposals.
- 7.3 The Bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Project and on the local conditions, Bidders are encouraged to visit to the Authority's offices before submitting a Proposal and to attend the Pre-Proposal conference. They must fully inform themselves of the project, local conditions and take the same into account before submitting their Proposal.

8. COST OF PROPOSALS

- 8.1 The Bidder shall bear all costs associated with the preparation, submission of its Proposal, and of negotiating the MSA, including visits to the Authority, etc. are not reimbursable and the

Authority is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.

9. CURRENCY

- 9.1 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on March 31, 2019. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. The Authority, however, reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all the Bidders.

10. CONSULTANT(S) OR ADVISOR(S)

- 10.1 To assist in the examination, evaluation, and comparison of Proposals, the Authority may utilize the services of consultant/s or advisor/s.
- 10.2 No entity including the Bidders can hold and the Authority shall not be bound by the opinion or advice given by any Consultant or advisor referred to in Clause above. The final determination as regards the Proposal shall vest with the Authority.

11. CONTACTING THE AUTHORITY

- 11.1 From the time of Proposal opening to the time of MSA award, if any Bidder wishes to contact the Authority on any matter related to the Proposal, it should do so in writing.
- 11.2 If a Bidder tries to directly influence the Authority or otherwise interfere in the Proposal evaluation process and the Contract award decision, its Proposal may be rejected.

12. LANGUAGE OF PROPOSALS

- 12.1 Unless otherwise specified in the Data Sheet, the Proposal prepared by the Bidder and all correspondence and documents related to the Proposal exchanged by the Bidder and the Authority shall be written in the English Language, or, if the Data Sheet so provides, in either one of two languages specified there. Any printed literature furnished by the Bidder as part of its Proposal may be in a language not specified in the Data Sheet, as long as such literature is accompanied by a translation of its pertinent passages into the language of the Proposal, in which case, for purposes of interpretation of the Proposal, the translation shall govern.

13. BID SECURITY

- 13.1 Bidders shall submit, along with their Proposal, Bid Security of INR 4,50,00,000/- (Indian Rupees four crore fifty lakhs Only) out of which INR 500/- (Indian Rupees five hundred Only) shall be paid on-line through eproc portal of GoK and the remaining INR 4,49,99,500/- (Indian Rupees four crore forty nine lakh ninety nine thousand and five hundred Only) in the form of Bank Guarantee ("Bid Security") in favour of Managing Director, BMTCL.
- 13.2 In case of Bank Guarantee, the Bid Security shall be submitted either using the Bank Guarantee Form included in Section 3 - Annexure 13 or in another substantially similar format approved by the Authority prior to Proposal Due Date from Nationalized Bank/ Scheduled Bank. In either case, the form must include the complete name of Bidder. The Bid Security shall be valid for one hundred and eighty days (180) days and beyond any period of extension if requested under Section -2 Clause 15. Any Proposal not accompanied with the Bid Security of the required value and minimum required validity shall be rejected by the Authority as non-responsive.
- 13.3 The Authority would refund the Bid Security of all the unsuccessful Bidders without interest within one (1) month from the date of signing of the MSA with the Successful Bidder. The

Authority shall not be liable to pay any interest on the Bid Security while refunding it to the Bidders.

- 13.4 The Bid Security, for the amount mentioned above, of Successful Bidder would be returned without interest upon submission of Performance Bank Guarantee or satisfactory completion of Services during the Period of Contract.
- 13.5 The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's right or remedy herein under or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to this RFP Document including the consideration and evaluation of the Proposal under the following conditions:
- a) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP Document and as extended by the Authority from time to time
 - b) In the case of the Successful Bidder, if the Bidder fails to reconfirm its commitments during negotiation;
 - c) In the case of the Successful Bidder, if the bidder fails to sign the MSA.
- 13.6 In case the Proposal is submitted without Bid Security as mentioned above, then the Authority reserves the right to reject the Proposal without providing opportunity for any further correspondence to the Bidder concerned.

C. PREPARATION OF PROPOSAL

14. DOCUMENTS COMPRISING THE PROPOSAL

14.1 The Proposal must be prepared in three parts viz.,

- Part 1: Qualification Proposal;**
Part 2: Technical Proposal and
Part 3: Financial Proposal.

Part 1 and Part 2 to be submitted online and in hard copy (1 original and 1 copy). Part 3 to be strictly submitted online only.

- 14.2 **Qualification Proposal:** The minimum essential requirement in respect of Qualification Proposal is as follows:
- i. Proof of payment towards the cost of RFP Document.
 - ii. Covering Letter cum Project Undertaking as per Section 3 - Annexure 1 stating the Proposal Validity Period
 - iii. Details of Bidder (in case of Consortium, this would need to be provided by all the members) as in Section 3 - Annexure2
 - iv. Proof of registration of the Bidder (in case of Consortium, proof of registration of all the Members)
 - v. Power of Attorney for Signing of the Proposal (in case of Consortium, this would need to be provided by all the members) as in Section 3 - Annexure 3.
 - vi. In case of Consortium, Power of Attorney for designating of the Lead Member of Consortium as in Section 3 - Annexure 4.

- vii. In case of Consortium, Memorandum of Understanding entered into between members as in Section 3 - Annexure 5 and Section 3 - Annexure 8.
 - viii. Financial Capability of the Bidder (in case of Consortium, Financial Capability of all the members) as in Section 3 - Annexure6.
 - ix. Format for Affidavit Certifying that Business Entity / Promoter(s) / Director(s) of Business Entity are not Blacklisted / Barred as in Section 3 - Annexure7.
 - x. Memorandum of Understanding entered into between the Bidder and the Technology Partner as in **Section 3 - Annexure9**.
 - xi. Provide details of Technology Partner as in Section 3 - Annexure 10.
 - xii. Letter of Undertaking where the Bidder is a Type 2 Bidder, as per the format attached in Section 3 - Annexure 11.
 - xiii. Non-Collusion Certificate as per Section 3 - Annexure 12.
 - xiv. Bid Security as per Section 3 - Annexure 13.
 - xv. Affidavit as per Section 3 - Annexure 14.
 - xvi. Integrity Pact as per Section 3 - Annexure 15.
- 14.3 The Proposals found deficient in any respect of these requirements will not be considered for Technical Proposal evaluation. Bidders must furnish documents in support of Qualification Proposal evaluation in the formats given in RFP Document.
- 14.4 **Technical Proposal:** The Technical Proposal shall not include any Financial Proposal forms. All Proposals will be treated non-responsive, if Technical Proposal includes any financial information and/or submission forms. Bidders are required to submit the following under Technical Proposal.
- i. Completed format of Experience of Bidder (in case of Consortium, Experience of all members) as in Section 3 - Annexure16.
 - ii. Permit details as in Section 3 - Annexure 17 and Section 3 - Annexure 18.
 - iii. Technical Capacity of the Technology Partner as in Section 3 – Annexure19.
 - iv. Operations Plan write-up as per Section 3 - Annexure20.
- 14.5 **Financial Proposal:** While preparing the Financial Proposal, Bidders shall take into account the requirements and conditions of the RFP Document.
- 14.6 The Financial Proposal shall be submitted online only through the e-procurement portal <https://eproc.karnataka.gov.in>. The bidder shall provide details as per Annexure-23 in hard copy.
- 14.7 Financial Proposal will be opened only for those Bidders that are found to be eligible and scoring qualifying marks in Technical Proposal evaluation.
- 14.8 The Financial Proposal should clearly indicate the amount asked by the Bidders without any assumptions of conditions attached to such amounts. Proposal not furnished in the e-portal then the Financial Proposal shall be considered non-responsive and is liable to be rejected.

15. PERIOD OF VALIDITY OF PROPOSAL

- 15.1 Proposals shall remain valid, at a minimum, for the period specified in the Data Sheet after the Proposal Due Date prescribed by the Authority. A Proposal valid for a shorter period shall be rejected by the Authority as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the Proposal validity period, the Authority may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to modify its Proposal, but will be required to ensure that the Bid Security is extended for a correspondingly longer period.

16. FORMAT AND SIGNING OF PROPOSAL

- 16.1 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:
- a) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - b) by the Authorized Representative of the Lead Member, in case of consortium.
- 16.2 A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in RFP Document shall accompany the Proposal.

17. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 17.1 The Qualification Proposal and Technical Proposal shall be uploaded in the GoK e-procurement portal and shall be submitted in hard bound form with all pages numbered serially and by giving (1 original and 1 copy) to the Authority on date, time and address as mentioned in the Data Sheet. The Financial Proposal shall be uploaded in the GoK e-procurement portal <https://eproc.karnataka.gov.in>. The Financial Proposal containing price proposal on per kilometer basis shall be submitted online only. Bidders shall submit the information as per Annexure-23.
- 17.2 **Electronic Proposal Submission:** Detailed guidelines for viewing Proposals and submission of online Proposals are given on the website. The Invitation for Proposals is published on this website. Bidder can logon to this website and view the Invitation for Proposals and can view the details of works for which Proposals are invited. The prospective Bidder can submit Proposals online; for this, the Bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) Keys. The DSC can be obtained from any authorized certifying agencies. The Bidder should register in the web site <https://eproc.karnataka.gov.in>. After this, the Bidder can login the site through the secured login.

Note: The Authority shall not be responsible for any technical issues pertaining to internet connectivity, browser compatibility and any other technical issues pertaining to uploading of bid documents in e-procurement portal. The Bidders are requested to upload their Proposals in e-portal well in advance to avoid non-availability of internet connection.

- 17.3 The completed Proposal shall be uploaded on the website given above along with scanned copies of requisite certificates as mentioned in different sections in the RFP Document.
- 17.4 All proposals, must be submitted online not later than time specified in the Data Sheet. The electronic system would not allow any late submission of Proposals after due date and time as per server time.
- 17.5 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously:
- (i) the name of the Bidder, and
 - (ii) any other information deemed appropriate or as indicated in the Data sheet.
- 17.6 The Authority will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.
- 17.7 **Hard Copy Submission:** The signed Proposal shall be marked "Original", and its copies marked "Copy"¹ as appropriate. The Bidder must submit (1 Original and 1 Copy) of Qualification and Technical Proposal in hard bound. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.8 The Hard Copy Proposal submission will comprise four (4) separate sealed envelopes which will be placed in a sealed outer envelope as follows:
- a) The first envelope (Envelope A) will contain the Qualification Proposal in original and such number of copies as specified in the Data Sheet and be marked as follows:

"QUALIFICATION PROPOSAL"

"SELECTION OF SERVICE PROVIDER FOR PROCUREMENT, OPERATIONS AND MAINTENANCES OF ELECTRIC BUS SERVICES ON GROSS COST CONTRACT (GCC) MODEL"
 - b) The second envelope (Envelope B) will contain the Technical Proposal in original and such number of copies as specified in the Data Sheet and be marked as follows:

"TECHNICAL PROPOSAL"

"SELECTION OF SERVICE PROVIDER FOR PROCUREMENT, OPERATIONS AND MAINTENANCES OF ELECTRIC BUS SERVICES ON GROSS COST CONTRACT (GCC) MODEL"
 - c) The third envelope containing the payment of Bid Security amount, receipt of tender form fee and tender processing fee as mentioned in RFP Document.
 - d) The fourth envelope will contain the details in original as per Annexure-23.

18. DEADLINE FOR SUBMISSION OF PROPOSALS

- 18.1 Proposals must be received by the Authority at the address specified, and no later than the time and date specified, in the Data Sheet.
- 18.2 The Authority may, at its discretion, extend the deadline for submission of Proposals by amending the RFP Documents, in which case all rights and obligations of the Authority and Bidders will thereafter be subject to the deadline as extended.

¹Copy means photo copy of the original proposal.

- 18.3 The Authority shall not consider any Proposal that arrives after the deadline for Proposal Due Date. Any Hard Copy Proposal received by the Authority after the Proposal Due Date shall be declared late, rejected, and returned unopened to the Bidder.
- 18.4 No Proposal shall be withdrawn by the Bidder after the Proposal Due Date. Notwithstanding anything to the contrary contained in this RFP Document any withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Period of Validity of the Proposal would result in forfeiture of the Bid Security.

19. EVALUATION OF PROPOSAL

- 19.1 A Proposal Evaluation Committee formulated by the Authority would evaluate the proposals. A three-stage procedure will be adopted in evaluating the Proposal as below.

19.2 Evaluation of Qualification Proposal

The Proposal Evaluation Committee will evaluate the Proposals on the basis of their responsiveness to the criteria defined in the Data Sheet. The Technical Proposal of only those Bidder shall be considered for evaluation, who has been declared "Pass" in evaluation of Qualification Proposal.

19.3 Evaluation of Technical Proposals

In the second stage, the Technical Proposal shall be evaluated on the basis of evaluation criteria, sub-criteria and point system specified in the Data Sheet. A Proposal shall be rejected at this stage, if it fails to achieve the minimum technical score indicated in the Data Sheet.

19.4 Opening and Evaluation of Financial Proposals.

- a) After the evaluation of Technical Proposal have been completed, the Authority shall notify those Bidders whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the evaluation criteria set out in the RFP Document, indicating that their Financial Proposals will not be opened after completing the selection process. The Authority shall simultaneously notify the Bidder those who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The Bidders can verify the details after opening of commercial offers of the qualified Bidders in e-portal.
- b) The Financial Proposals shall be opened as per the calendar of events or on any other date intimated to Bidders and in the presence of such participation from Bidder's representatives who choose to attend. The name of the Bidder, the scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened through e-portal.
- c) For financial evaluation, cost per year of Financial Proposal including applicable GST shall be considered.
- d) The evaluation committee will determine whether the Financial Proposals are complete. In the event, if the Bidder has not quoted for any activity/ professional, the Authority would treat such omission as such activity shall be deemed to be included in the Financial Proposal. In case, if the Authority feels that the work cannot be carried out within the overall cost of Financial Proposal, the Proposal can be rejected. The Authority shall correct any computational errors and correct prices in various currencies to the single currency specified in Data Sheet.
- e) A Bidder having the lowest Financial Proposal quote shall be declared as the successful Bidder (L-1).

20. NEGOTIATIONS

- 20.1 Prior to the expiration period of the Proposal validity, the Authority will notify the most preferred Bidder i.e. the highest ranked Bidder in writing by registered letter, e-mail, or facsimile and invite him to negotiate the MSA.
- 20.2 Before the start of negotiations, the most preferred Bidder (L-1) shall be asked to give justification for the cost quoted by them to the full satisfaction of the Authority. Negotiations shall aim to reach agreement on all points and finalize a MSA by the conclusion of negotiations.
- 20.3 Special attention will be paid to getting the most the Bidder can offer within the available budget and to clearly defining the inputs required from the Authority to ensure satisfactory implementation of the Project. Negotiations on Financial Proposal will be held with the aim to reach agreement on all points and sign the MSA. Such discussions / negotiations shall be held at address indicated in the Data Sheet.
- 20.4 The negotiations will conclude with a review of the draft form of the MSA. To complete negotiations the Authority and the Bidder will sign the agreed MSA.

21. AWARD OF CONTRACT

- 21.1 The Authority shall issue a Letter of Acceptance (LoA) to the Successful Bidder as specified in Section 3 - Annexure 21, within thirty (30) days from the date of issue of LoA. The Successful Bidder shall accept the LoA and submit to the Authority, the Acknowledgement Letter set out in Section 3 - Annexure 22.
- 21.2 The notification of award through LOA will constitute the formation of the Contract which shall be formalized and detailed further through the MSA that would be executed by the Parties.

22. SIGNING OF MASTER SERVICE AGREEMENT

- 22.1 The Successful Bidder(s) would be required to execute the Master Service Agreement, with such terms and conditions as specified in Volume III: Master Service Agreement of the RFP Document and any additional terms may be considered necessary by the Authority at the time of finalization of the said Agreement. Such Agreement shall also have all correspondence (to be discussed and agreed upon separately) between Authority and the Successful Bidder(s) and additional clauses and/or provisions that further explain or clarify provisions of this RFP, or certain provisions which Authority may be required to include as per law or being a publicly owned institution, as per its practices. Authority hereby reserves the right to modify the terms of the Master Service Agreement.
- 22.2 The signing of the MSA shall be completed within sixty (60) days of the issuance of the Letter of Acceptance to the Successful Bidder.
- 22.3 **Expenses for the Master Service Agreement**

Any and all incidental expenses of execution of the MSA shall be borne by the Successful Bidder.
- 22.4 **Annulment of Award**

Failure of the Successful Bidder to submission of Performance Security and Adjustable Security Deposit as per RFP terms and any other requirements and /or the provisions of the Master Service Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 22.5 **Failure to Abide by the Master Service Agreement**

The conditions stipulated in the MSA shall be strictly adhered to by the Service Provider and any violation thereof by the Service Provider may result in termination of the Master Service Agreement without prejudice to any rights available to Authority upon such termination as set forth in the Agreement.

22.6 Amount to be Recovered for Incomplete Tenure

- a) If during the Period the MSA remains in force, the Managing Director has reasons to be dissatisfied with the execution of MSA and/or the performance of the Service Provider, the Managing Director may by notice in writing call upon the Service Provider to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Service Provider fails for a period of thirty (30) days after the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Managing Director, then the Managing Director shall serve a further thirty (30) days' notice to the Service Provider in writing and on failure of the Service Provider to follow the orders in said notice and notwithstanding anything contained in the MSA to the contrary, the Managing Director shall have a right to terminate the MSA by giving the Service Provider a final fifteen (15) days' notice in writing and the MSA shall on expiry of the said notice period stand terminated without prejudice to the right of the Managing Director to forfeit the Performance Security provided for the MSA.
- b) If on the other hand, if the Service Provider desires to terminate the Contract for breach by the Authority, the Service Provider shall give a written notice of not less than ninety (90) working days to the Managing Director of his/her intention to terminate the Contract.
- c) During the above notice period, the Service Provider shall continue to operate and maintain the buses on the same terms and conditions without any default whatsoever as defined in the MSA. In this event, the Managing Director shall have a right to forfeit 75% of the Performance Security. In case, no notice as above is given by the Service Provider or he/she fails to operate and maintain the buses during the notice period, the Managing Director shall have a right to forfeit the entire Performance Security.
- d) In addition to the above, after the termination of MSA, the amount as indicated below + 10% Administrative charges will be recovered from the Bank Guarantee submitted by the Service Provider against the subsidy amount released and from any amount due to the Service Provider from the Authority before returning the balance amount and the Service Provider shall be allowed to remove his entire fleet from the Depot premises except Charging infrastructure and any other equipment in the Depots.

The recovery calculation shall be as below:

$$\frac{\text{amount of subsidy paid to the service provider} \times \text{no. of months remaining to complete the contract}}{\text{total no. of months of the contract}}$$

Plus additional 10% of this amount will be deduction towards administrative charges.

23. PERFORMANCE SECURITY

23.1 The Successful Bidder shall furnish, within thirty (30) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank. The BG shall be furnished for an amount equivalent to INR 55,00,000/- (Indian Rupee Fifty Five Lakhs Only) per bus towards Performance Security, valid for a period of ninety (90) days beyond the date of completion of Project. The Bank Guarantee will be released by the Authority upon expiry of ninety (90) days beyond the date of completion of Services provided rectification of errors if any, found during implementation of the Contract, and satisfactory report by the Authority in this regard is issued. If a successful Bidder fails to submit the Performance Security (as specified above), it shall attract penalty, i.e. encashment of Bid Security.

24. CONFIDENTIALITY

24.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidder who submitted the Proposals or to other persons not officially concerned with the process, until the Successful Bidder has been notified that it has been awarded the Contract.

25. FORFEITURE OF BID SECURITY

25.1 The Bidder, by submitting its Proposals pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's right or remedy herein under or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia the time, cost and effort of the Authority in regard to this RFP including the consideration and evaluation of the Proposal under the following conditions::

- a) If the Bidder withdraws its Proposal during the period of its validity as specified in this RFP.
- b) In case of the successful Bidder:
 - i. having been notified of its selection fails or refuses to submit the required Performance Bank Guarantee within the time stipulated in the RFP
 - ii. if the Bidder fails to sign the MSA within the time stipulated in the RFP.

SECTION 2A :BID DATA SHEET**Information to Bidders**

| Sl. No. | Description | | | | | | | | | | | | | | | | | | |
|---|---|---|--|---|-------------------------|--|-------------------------|---|-------------------------|---|-------------------------|---|-------------------------|---|-------------------------|---|--|--|--|
| 1 | <p>Name of the Authority is: Bangalore Metropolitan Transport Corporation(BMTC)</p> <p>Contact Person: Managing Director, BMTC, Central Offices, Bangalore</p> <p>Name of Project: Selection of Service Provider for Procurement, Operation and Maintenance of Electric Buses on Gross Cost Contract (GCC) Model.</p> <table border="1" data-bbox="325 846 1401 1599"> <tr> <td data-bbox="325 846 836 909">Start Date for the issue of RFP documents</td> <td data-bbox="836 846 1401 909">For reference, view and download in e-procurement portal of GOK.</td> </tr> <tr> <td data-bbox="325 909 836 972">Date / Time/Place of the Pre-Bid Conference</td> <td data-bbox="836 909 1401 972">27.09.2019 at 11.30 hrs</td> </tr> <tr> <td data-bbox="325 972 836 1034">Last Date & Time for Tender Queries and Clarifications</td> <td data-bbox="836 972 1401 1034">24.09.2019 at 17.00 hrs</td> </tr> <tr> <td data-bbox="325 1034 836 1097">Last date and time for submission of Proposal through e-portal.</td> <td data-bbox="836 1034 1401 1097">18.10.2019 at 17.00 hrs</td> </tr> <tr> <td data-bbox="325 1097 836 1160">Date and time for submission of Hard Copies (Proposal Due Date)</td> <td data-bbox="836 1097 1401 1160">19.10.2019 at 17.00 hrs</td> </tr> <tr> <td data-bbox="325 1160 836 1223">Date /Time/ Place of opening Technical Proposal</td> <td data-bbox="836 1160 1401 1223">21.10.2019 at 11.30 hrs</td> </tr> <tr> <td data-bbox="325 1223 836 1285">Date /Time/ Place of opening Financial Proposal</td> <td data-bbox="836 1223 1401 1285">30.10.2019 at 11.30 hrs</td> </tr> <tr> <td data-bbox="325 1285 836 1420">Contact Person Telephone / Fax /E-Mail</td> <td data-bbox="836 1285 1401 1420">Chief Mechanical Engineer (P), KSRTC Mobile No. 7760990006 Email ID: cme@ksrtc.org</td> </tr> <tr> <td data-bbox="325 1420 836 1599">Address for Pre-Bid Conference and any Communication</td> <td data-bbox="836 1420 1401 1599">Chief Mechanical Engineer (P) Address: KSRTC Central Offices, Shantinagar, Bangalore – 560 027.</td> </tr> </table> | Start Date for the issue of RFP documents | For reference, view and download in e-procurement portal of GOK. | Date / Time/Place of the Pre-Bid Conference | 27.09.2019 at 11.30 hrs | Last Date & Time for Tender Queries and Clarifications | 24.09.2019 at 17.00 hrs | Last date and time for submission of Proposal through e-portal. | 18.10.2019 at 17.00 hrs | Date and time for submission of Hard Copies (Proposal Due Date) | 19.10.2019 at 17.00 hrs | Date /Time/ Place of opening Technical Proposal | 21.10.2019 at 11.30 hrs | Date /Time/ Place of opening Financial Proposal | 30.10.2019 at 11.30 hrs | Contact Person Telephone / Fax /E-Mail | Chief Mechanical Engineer (P), KSRTC Mobile No. 7760990006 Email ID: cme@ksrtc.org | Address for Pre-Bid Conference and any Communication | Chief Mechanical Engineer (P) Address: KSRTC Central Offices, Shantinagar, Bangalore – 560 027. |
| Start Date for the issue of RFP documents | For reference, view and download in e-procurement portal of GOK. | | | | | | | | | | | | | | | | | | |
| Date / Time/Place of the Pre-Bid Conference | 27.09.2019 at 11.30 hrs | | | | | | | | | | | | | | | | | | |
| Last Date & Time for Tender Queries and Clarifications | 24.09.2019 at 17.00 hrs | | | | | | | | | | | | | | | | | | |
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| Date and time for submission of Hard Copies (Proposal Due Date) | 19.10.2019 at 17.00 hrs | | | | | | | | | | | | | | | | | | |
| Date /Time/ Place of opening Technical Proposal | 21.10.2019 at 11.30 hrs | | | | | | | | | | | | | | | | | | |
| Date /Time/ Place of opening Financial Proposal | 30.10.2019 at 11.30 hrs | | | | | | | | | | | | | | | | | | |
| Contact Person Telephone / Fax /E-Mail | Chief Mechanical Engineer (P), KSRTC Mobile No. 7760990006 Email ID: cme@ksrtc.org | | | | | | | | | | | | | | | | | | |
| Address for Pre-Bid Conference and any Communication | Chief Mechanical Engineer (P) Address: KSRTC Central Offices, Shantinagar, Bangalore – 560 027. | | | | | | | | | | | | | | | | | | |
| 2 | Maximum number of members in the JV / Consortium shall be: Four(4) | | | | | | | | | | | | | | | | | | |
| 3 | Proposals should be submitted in the following language(s): English | | | | | | | | | | | | | | | | | | |
| 4 | <p>Evaluation of Qualification Proposal</p> <p>The following categories of experience would qualify:</p> <ol style="list-style-type: none"> 1. Private Limited Company / Limited Company / Limited Liability Partnership registered under the Companies Act, 1956 / 2013 / under the partnership Act of 1932 in India or a | | | | | | | | | | | | | | | | | | |

| Sl. No. | Description | | | | | | |
|------------|---|-------------------|-----------------------|-------------------|------------|--|-----|
| | <p>proprietary firm or an international firm registered under equivalent law in the country of its incorporation.</p> <ol style="list-style-type: none"> 2. The Sole bidder/ JV / Consortium Partner should have the experience of operations of a minimum of 600buses for a consecutive period in the last two years anytime during the previous five years at the time of submission of their bid. The experience in bus operations globally would also be considered. 3. The Sole bidder / JV / Consortium Partner shall have manufacturing capacity of 200 number of electric buses/month in India and/or as per the requirements provided in the DHI Guidelines. 4. The Sole Bidder / JV / Consortium Partner shall have the experience of setting up charging infrastructure for 11 KVA input electricity at the depots or similar infrastructure locations. Experience of Sub-Contractor shall be considered for this qualification requirement. 5. The Sole Bidder / JV / Consortium Partner should have an average turnover for the previous three financial years ending March 31, 2019 of minimum INR 500 Cr, irrespective of the turnover in each year; 6. The Sole Bidder or Consortium/ JV shall also have a net worth of INR 100 Cr. 7. The Bidder shall provide supporting documents for evaluation of Qualification Proposal. | | | | | | |
| 5 | <p>Evaluation of Technical Proposal</p> <p>The following categories of experience would qualify (“Eligible Operational Experience”):</p> <p>Category1:Stage Carriage Bus Operation experience with requisite valid Permits to operate in India.</p> <p>Category2:Contract Carriage Bus Operations experience with requisite valid Permits to operate in India..</p> <p>Category3:Stage/ Contract Carriage with requisite valid Permits issued by appropriate authority in India under equivalent law by the respective country of Operations of the Bidder..</p> <p>For an operator to qualify as an Eligible Operational Experience, under Category 1, Category2 and Category3:</p> <ol style="list-style-type: none"> a) Operational experience shall be considered in terms of operated Buses (PCU) Years from June 01, 2016 to June 01, 2019; b) Based on Category of experience, relative weights shall be assigned as set out in Table 1; and c) Bidder’s experience shall be measured and stated in terms of a score (the “Operational Experience”). <p style="text-align: center;">Table 1: Eligible Operational Experience Weight</p> <table border="1" data-bbox="347 1861 1358 1975"> <thead> <tr> <th data-bbox="347 1861 563 1928">Category</th> <th data-bbox="563 1861 1190 1928">Measurement Parameter</th> <th data-bbox="1190 1861 1358 1928">Experience Weight</th> </tr> </thead> <tbody> <tr> <td data-bbox="347 1928 563 1975">Category 1</td> <td data-bbox="563 1928 1190 1975">Stage Carriage operation experience in India</td> <td data-bbox="1190 1928 1358 1975">1.0</td> </tr> </tbody> </table> | Category | Measurement Parameter | Experience Weight | Category 1 | Stage Carriage operation experience in India | 1.0 |
| Category | Measurement Parameter | Experience Weight | | | | | |
| Category 1 | Stage Carriage operation experience in India | 1.0 | | | | | |

| Sl. No. | Description | | | | | | | | | | | | | | | | | | | | | | | | |
|----------|--|--|-------------------|--|--|-----|-----|------|----------------------------|----------------------------|-------------------|--|--|---|---|---|---|---|--------------------|-----|----|-----|-----|----|-----|
| | Category 2 | Contract Carriage operation experience in India | 0.8 | | | | | | | | | | | | | | | | | | | | | | |
| | Category 3 | Stage Carriage/ Contract Carriage operation experience outside India | 0.8 | | | | | | | | | | | | | | | | | | | | | | |
| | <p>Bidder can quote experience in respect of Operational Experience under any one of the above categories. In-case of Consortium, experience of all members of Consortium shall be added together for the purpose of evaluation.</p> <p>Suitable conversion shall be made based on the size of the vehicle in terms of details set out in Table below:</p> <p style="text-align: center;">Table 2: Type of Vehicle - PCU Factors</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Category</th> <th style="text-align: center;">Experience Weight</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Bus</td> <td style="text-align: center;">3.0</td> </tr> </tbody> </table> <p>In case the Bidder has experience in more than one Category, the experience for each Category would be computed and aggregated to arrive at the total Operational Experience. Experience Score for a given Category = Number of Vehicles</p> <p><i>* Experience Weight (Refer Table 1) * PCU Factor (Refer Table 2) * No. of months of operations which will be reckoned from the validity of the permits duly certified by the Statutory Auditor, (from June 01, 2016 to June 01, 2019) divided by 12 months = XXX PCU Years.</i></p> <p>Example for calculating the Calculated Operational Experience is set out in Table below.</p> <p style="text-align: center;">Table 3: Sample Operational Experience Computation Table</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Type</th> <th style="text-align: center;">No of vehicles with Permit</th> <th style="text-align: center;">PCU Factor for the vehicle</th> <th style="text-align: center;">Experience Weight</th> <th style="text-align: center;">No of Months in Operation (from June 01, 2016 to June 1, 2019)</th> <th style="text-align: center;">Total PCU Years ("Operational Experience")</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">4</td> <td style="text-align: center;">5</td> <td style="text-align: center;">$6 = (2*3*4*5)/12$</td> </tr> <tr> <td style="text-align: center;">Bus</td> <td style="text-align: center;">35</td> <td style="text-align: center;">3.0</td> <td style="text-align: center;">1.0</td> <td style="text-align: center;">24</td> <td style="text-align: center;">210</td> </tr> </tbody> </table> <p>The Bidders must provide the necessary information as per Section 3 -Annexure 16.</p> <p>Operational Experience for each Bidder shall be calculated based on submissions made by the Bidder. Such Calculated Operational Experience shall be compared with the Minimum Operational Experience Criteria set out as 1,000. The Bidder shall be deemed to qualify on Operational Experience Criteria for the Project where Calculated Operational Experience is at least equal to or exceeds Minimum Operational Experience Criteria.</p> <p>All the bidders who pass the Evaluation of Qualification Proposal will be invited to conduct Proof of Concept (POC) in all respects in operating electric buses. The bidder shall take the team of officers of the Authority to the STU/ Organization where the similar model of buses is being operated by the bidder at their own cost. Further, all the performance data should be available to be reviewed and validated during the POC and a meeting the respective MD/CMD of the STU/Organization should be arranged for a detailed discussion on the same.</p> | | | Category | Experience Weight | Bus | 3.0 | Type | No of vehicles with Permit | PCU Factor for the vehicle | Experience Weight | No of Months in Operation (from June 01, 2016 to June 1, 2019) | Total PCU Years ("Operational Experience") | 1 | 2 | 3 | 4 | 5 | $6 = (2*3*4*5)/12$ | Bus | 35 | 3.0 | 1.0 | 24 | 210 |
| Category | Experience Weight | | | | | | | | | | | | | | | | | | | | | | | | |
| Bus | 3.0 | | | | | | | | | | | | | | | | | | | | | | | | |
| Type | No of vehicles with Permit | PCU Factor for the vehicle | Experience Weight | No of Months in Operation (from June 01, 2016 to June 1, 2019) | Total PCU Years ("Operational Experience") | | | | | | | | | | | | | | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | $6 = (2*3*4*5)/12$ | | | | | | | | | | | | | | | | | | | | |
| Bus | 35 | 3.0 | 1.0 | 24 | 210 | | | | | | | | | | | | | | | | | | | | |

| Sl. No. | Description | | | | | | | | |
|--------------------------|---|----------------------|--------------------|--------------------------|---|-------------------------|--|----------------------|--|
| | <p>The POC shall be evaluated on the following parameters and as per the qualifying criteria defined below:</p> <table border="1" data-bbox="327 387 1401 741"> <thead> <tr> <th data-bbox="327 387 767 450">Evaluation Parameter</th> <th data-bbox="767 387 1401 450">Measuring Criteria</th> </tr> </thead> <tbody> <tr> <td data-bbox="327 450 767 562">Technical Specifications</td> <td data-bbox="767 450 1401 562">Compliance against the technical specifications of system component for the bus level mention in the Terms of Reference</td> </tr> <tr> <td data-bbox="327 562 767 674">Electrical Requirements</td> <td data-bbox="767 562 1401 674">Compliance against the technical specifications of system component for the electrical specifications as mention in the Terms of Reference</td> </tr> <tr> <td data-bbox="327 674 767 741">Installation quality</td> <td data-bbox="767 674 1401 741">Overall installation quality of the components at bus level.</td> </tr> </tbody> </table> <p>Note:</p> <ol style="list-style-type: none"> 1. If the Bidder fails to perform in any of the above cases, the bidder may be asked to change the product as per RFP requirement with no additional cost to the purchaser. 2. At any given time during the bid evaluation, the authority reserves the right to change the evaluation parameters without providing any reasoning to the bidders. | Evaluation Parameter | Measuring Criteria | Technical Specifications | Compliance against the technical specifications of system component for the bus level mention in the Terms of Reference | Electrical Requirements | Compliance against the technical specifications of system component for the electrical specifications as mention in the Terms of Reference | Installation quality | Overall installation quality of the components at bus level. |
| Evaluation Parameter | Measuring Criteria | | | | | | | | |
| Technical Specifications | Compliance against the technical specifications of system component for the bus level mention in the Terms of Reference | | | | | | | | |
| Electrical Requirements | Compliance against the technical specifications of system component for the electrical specifications as mention in the Terms of Reference | | | | | | | | |
| Installation quality | Overall installation quality of the components at bus level. | | | | | | | | |
| 6 | <p>The validity of the Proposals must remain for a minimum period of one hundred and eighty (180) days after the Proposal Due Date. Any further extensions shall be subject to mutual written approval from the Bidder.</p> | | | | | | | | |
| 7 | <p>Submission, Receipt and Opening of Proposals</p> <p>The Bidder should submit their Proposals electronically by downloading the RFP from the portal: www.eproc.karnataka.gov.in</p> <p>The electronic submission procedures shall be:</p> <ol style="list-style-type: none"> a. A complete set of bidding documents may also be downloaded from the website "http://www.eproc.karnataka.gov.in" for reference purpose only. The Bids will be opened online on dd/mm/yyyy. b. The Proposal shall be submitted through e-Procurement Portal (http://www.eproc.karnataka.gov.in). Firms need to register in the e-Procurement portal to submit their Proposal online. The registration can be done in the e-procurement cell as below: <ul style="list-style-type: none"> e-Procurement Cell Centre for e-Governance Room No. 141, Gate No. 2, M S Building, Bangalore 560 001, Phone : +91 80 2237 1090, 2237 3788. Email Support : hphelpdesk.blr@intarvo.com c. Contact Details of e-Procurement Cell: 10:00am to 05:30pm on all working days. | | | | | | | | |

| Sl. No. | Description |
|---------|---|
| | <p>Phone Numbers: +91 80 2237 1090, 2234 0060, 2234 0948</p> <ul style="list-style-type: none"> ▪ Bidders Registration : registrar.eproc@karnataka.gov.in ▪ EMD/ Bid Security Refunds : refund.eproc@karnataka.gov.in ▪ Payments Reconciliation : reconcile.eproc@karnataka.gov.in ▪ e-Proc Admin : admin.eproc@karnataka.gov.in ▪ DSC Applications : dsc.eproc@karnataka.gov.in <p>d. Contact Details of ICICI Bank Helpdesk (e-Payment Services)</p> <ul style="list-style-type: none"> ▪ Phone: +91 8041296235, 41296261, 42250402 ▪ Email: helpdeskeproc@icicibank.com <p>e. The RFP Document can be viewed free of cost on the e-Procurement Portal.</p> <p>f. Qualification and Technical Proposal shall be uploaded. The necessary supporting documents for Qualification Proposal and Technical Proposal shall be scanned and attached in the E-Portal of GoK, Bidder's detailed profile, satisfactory Authority certificate along with the purchase order, completion certificate, financial documents for being carried out similar projects, certificate of Incorporation/Certificate of Registration, etc., shall be scanned and attached along with Technical Proposal.</p> <p>g. Financial Proposal details shall be filled and uploaded in the same format provided in E-portal of GOK. which shall be encrypted using the Digital Signature Certificate of the Bidder. The Bidder mention the End Rate in the appropriate field against each item as prescribed in the Financial Bid Format. The Financial Proposal forms shall not be submitted in hard copy. Only Bids who upload the Financial Bid through e-procurement portal will be considered for evaluation.</p> <p>h. Proposals will be treated technically non-responsive if Technical Proposal includes any financial Proposal and/or submission forms.</p> <p>i. The details of Guidelines are available in the Website for information on Digital Signature Certificate: http://www.mca.gov.in/MinistryV2/digitalsignaturecertificate.html</p> <p>j. Bidders shall pay bid processing fee of INR 550/- (Indian Rupee five hundred and fifty Only) or US\$ 10 (United States Dollar Ten Only) or as applicable through any of the 5 options only in the e-portal:</p> <ul style="list-style-type: none"> a) Credit Card b) Debit Card c) National Electronic Funds Transfer (NEFT) d) Net banking e) Over the Counter (OTC) <p>k. The designated bank for Over the Counter (OTC) payments is ICICI bank branches located across the country. Please note that payments submitted through cheque shall not be accepted.</p> <p>If Bidder chooses to pay the process fee through OTC mode then Bidders have to</p> |

| Sl. No. | Description |
|---------|--|
| | <p>upload the receipt given by the bank at the time of uploading the documents through Over the Counter (OTC) in e-Procurement website and also submit original copy of receipt with in the time prescribed.</p> <p>l. Interested Bidder who wish to participate in this RFP shall pay bid document fee of INR 50,000/- (Indian Rupee fifty thousand Only) inclusive of GST in the form Demand Draft in the name of CAO-FA, BMTC, Bangalore.</p> <p>m. Interested Bidder who wish to participate in this RFP shall pay EMD as Bid security of INR 4,50,00,000/- (Indian Rupees Four Crores and Fifty Lakhs Only) out of which INR 500/- (Indian Rupees five hundred only) shall be paid on-line through eproc portal of GoK and the remaining INR 4,49,99,500/- (Indian Rupees Four Crores Forty Nine Lakhs, Ninety Nine Thousand and Five Hundred Only) in the form of Demand Draft in the name of Managing Director, BMTC</p> <p>n. Further details regarding Payment, please refer to e-Procurement website www.eproc.karnataka.gov.in.</p> |

SECTION 3 :ANNEXURES**Contents**

| | |
|-------------|---|
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| Annexure 4 | Format of Power of Attorney for Lead Member of the JV/consortium |
| Annexure 5 | Format for JV/Consortium agreement |
| Annexure 6 | Format for Financial Capability of the Bidder |
| Annexure 7 | Format for affidavit certifying that Bidder is not blacklisted |
| Annexure 8 | Format for Memorandum of Understanding |
| Annexure 9 | Format for key conditions to be included in the MoU with Technology Partner |
| Annexure 10 | Format for details of Technology Partner |
| Annexure 11 | Format for Undertaking by Type 3 Bidder |
| Annexure 12 | Format for Non-Collusion Certificate |
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ANNEXURE 1: PROPOSAL SUBMISSION FORM

[Location, Date]

(On Letterhead)

To: (Name of Authority)

Madam/Sir:

Subject: **“Appointment of of Service Provider for Procurement, Operations and Maintenances of Electric Bus on Gross Cost Contract (GCC) Model”.****Proposal Submission Form**

1. We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes the Qualification Proposal, Technical Proposal, and a Financial Proposal through e-procurement and hard copies submission of Qualification Proposal and Technical Proposal.
2. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
3. We have read the provisions of the RFP Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. The Bid Security of INR XX,XX,XXX/- (Indian Rupees XXXXXXXXXXXXXonly) submitted by us will only refunded after the submission of the requisite Performance Bank Guarantee for *Selection of Service Provider for Procurement, Operations and Maintenances of Electric Bus on Gross Cost Contract (GCC) Model*”for the Authority on our Company being selected.”
5. We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
6. We understand you are not bound to shortlist / accept any proposal you receive.

| | |
|--|--|
| Address of responding Company | |
| Name, Designation and Address of the contact Authorized Person with details of cell nos. | |
| Telephone/Mobile No of Contact Person | |
| E-Mail ID | |

7. We understand you are not bound to accept any Proposal you receive.

Thanking You

For <Name of Bidder>

Name of Signatory:
Designation of Signatory
Date
Seal

ANNEXURE 2:DETAILS OF BIDDERS

Prospective bidders shall submit information in the following format in the uploaded bid

| No | Description | |
|----|---|---------------------------------|
| 1 | Details of Bidder | |
| | a) Name | |
| | (b) Country of incorporation/registration | |
| | (c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India | |
| | (d) Date of incorporation and/or commencement of business. | |
| | e) Registered private limited company / partnership firm under Companies Act / Partnership Act respectively, or equivalent law in the incorporating country of the firm | <i>(Proof enclosed: Yes/No)</i> |
| 2 | Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project(s). | |
| 3. | Details of individual/s who will serve as the point of contact / communication with BMTC: | |
| | (a) Name: | |
| | (b) Designation: | |
| | (c) Company: | |
| | (d) Address: | |
| | (e) Telephone Number: | |
| | (f) E-Mail Address: | |
| | (g) Fax Number: | |
| | (h) Mobile Number: | |
| 4. | Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder: | |
| | (a) Name: | |
| | (b) Designation: | |
| | (c) Company: | |
| | (d) Address: | |
| | (e) Telephone Number: | |
| | (f) E-Mail Address: | |
| | (g) Fax Number: | |
| | (h) Mobile Number: | |
| | <i>Note: In case of a Consortium:</i> <i>(a) the information above (1-4) should be provided for all the members of the consortium.</i> | |

ANNEXURE 3: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs.200/- or such equivalent amount and document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name of the Bidder and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “attorney”), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for “*Selection of Service Provider for Procurement, Operations and Maintenances of Electric Bus on Gross Cost Contract (GCC) Model*”, including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to [Name of Authority], representing us in all matters before [Name of Authority], if selected, undertaking negotiations with [Name of Authority] prior to the execution of the Contract and generally dealing with [Name of Authority] in all matters in connection with our Proposal.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature)

(Name, Title and Address)

Accepted

.....(Signature)

(Name, Title and Address of the Attorney)

- The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- In case the Proposal is signed by an authorized director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the power of attorney.
- For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.

**ANNEXURE 4: FORMAT OF POWER OF ATTORNEY FOR LEAD MEMBER OF THE
JV/CONSORTIUM**

(On Requisite Stamp Paper)

KNOW ALL MEN by these presents that we, _____ [name of the company/partnership firm/], a company/partnership firm incorporated under the Relevant Act, having its Registered Office at ...[Address of the company/partnership firm] (hereinafter referred to as “company/partnership firm”):

WHEREAS the company/partnership firm along with ____ and _____ (give name and registered office address of other Member(s) of the Consortium) is forming a Consortium to submit a Qualification Proposal, Technical Proposal and Financial Proposal in response to the Request for Proposal for *Selection of Service Provider for Procurement, Operations and Maintenances of Electric Bus on Gross Cost Contract (GCC) Model*,

Whereas, it is necessary for the Members of the Consortium to designate one of the members of the Consortium as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with Consortium’s Proposal for the Project and its execution.

NOW KNOW ALL MEN BY THESE PRESENTS, that _____[name of the company/partnership firm] does hereby nominate, constitute and appoint...[name of the lead member] having its registered office at _____, being one of the Members of the Consortium, as its Lead Member and its true and lawful attorney (hereinafter referred to as the Attorney) to do and execute all or any of the following acts, deed and things for the company/partnership firm in its name and on its behalf, that is to say:

- to act as the Lead Member of the Consortium for the purposes of the Project;
- in such capacity, to act as the company’s/partnership firm’s official representative for submitting the Qualification Proposal, Technical Proposal and Financial Proposal for the Project and other relevant documents in connection therewith;
- to sign all documents in relation to the Proposal (including clarifications and queries to the RFP) and participate in bidders and other conferences, respond to queries, submit information/documents, signand execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium;
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- to sign and execute contracts relating to the Project, including any variations and modifications thereto;
- to represent the company/partnership firm at meetings, discussions, negotiations and presentations with BMTC, Government Authorities and any other Project related entity;
- to receive notices, instructions and information for and on behalf of the company/partnership firm;
- to execute all necessary agreements or documents for implementation of the Project, including the Agreement for and on behalf of the company/partnership firm;
- to do all such acts, deeds and things in the name and on behalf of the company/partnership firm as necessary for the purpose aforesaid.

AND the company/partnership firm hereby covenants with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF the company/partnership firm puts its hand and company/partnership firm stamp to this Power of Attorney on this _____ [day, month & year]

The common seal of [name of the company] was here The common seal of
unto affixed pursuant to a resolution passed at the [name of the company/partnership firm]

meeting of board of directors held on the ____ day of _____, 20__ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]

Instructions:

- (1) *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE5: FORMAT FOR JV/CONSORTIUM AGREEMENT

(to be executed by the Members)

THIS CONSORTIUM AGREEMENT ("Agreement") is entered into on this ____ Day of _____ 201____
AMONGST

1. _____ with its registered office at (referred to as the **First Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

AND

2. _____ with its registered office at (referred to as the **Second Part** which expression will, unless repugnant to the context include its successors and permitted assigns);
The above mentioned parties of the FIRST [and] SECOND, are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

WHEREAS

(A) Bangalore Metropolitan Transport Corporation (referred to as the BMTC which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the Proposals) by its Request for Proposal No. [__] dated [__] (the RFP) for *Selection of Service Provider for Procurement, Operations and Maintenances of Electric Bus on Gross Cost Contract (GCC) Model*",

(B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFP& subsequent Corrigendum.

(C) It is a necessary condition under the RFP that the Members will enter into a Consortium Agreement and furnish a copy of it with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this Agreement, the capitalized terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a Consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process for the Project.

2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other Consortium constituted for the Project, either directly or indirectly or through any of their Associates.

3. Covenants

3.1 The Parties agree that they have examined in detail and understood the terms and satisfied themselves regarding the contents of the RFP.

4. Role of the Parties

4.1 The Parties hereby agree that Party of the First Part will be the Lead Member of the Consortium and will have the power of attorney from all Parties and bind all Parties for and in conducting all business for and on behalf of the Consortium during the Bid Process and, if the Consortium is declared as the Selected Bidder, during the execution of the Project.

5. Representations of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) the execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the Authority of its knowledge:

- (i) require any consent or approval not already obtained;
- (ii) violate any applicable law presently in effect and applicable to it;
- (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents;
- (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the Authority of such Party's knowledge, threatened to which it or any of its Associates 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 fulfillment of its obligations under this Agreement.

6. Termination

This Agreement will be effective from the date hereof and will continue in full force for the entire duration of the Project in accordance with the Consortium Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated in case the Consortium is not selected as the Selected Bidder or upon return of the Bid Security by Authority to the Bidder, as the case may be.

7. Miscellaneous

7.1 This Agreement will be governed by the laws of India.

7.2 The Parties acknowledge and accept that this Agreement will not be amended by the Parties without the prior written consent of Authority.

7.3 The competent courts at Karnataka shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Consortium Agreement.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE FIRST PART by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE SECOND PART by:
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1

2.

Instruction:

1. *The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *The JV / Consortium Agreement should also include detailed scope of work of each consortium member and should be in compliance with the terms and conditions of the RFP.*

ANNEXURE6: FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

(On the letter head of the statutory auditor)

| Bidder* | Net Worth | | | | |
|---------------------------|----------------------|----------------------------|----------------------------|----------------------------|-------|
| | Year 1 (As on -----) | Year 1 (From ---- to ----) | Year 2 (From ---- to ----) | Year 3 (From ---- to ----) | Total |
| Sole Bidder | | | | | |
| or | | | | | |
| Lead Member of Consortium | | | | | |
| Other member 1 | | | | | |
| Other member 2 | | | | | |
| Other member 3 | | | | | |
| Total | | | | | |

The Bidder should provide the financial capability based on its own financial statements. financial capability of the Bidder's parent company or its subsidiary or any associate company will be considered for computation of the financial capability of the Bidder where the Bidder holds at least 51% of the common equity of subsidiary company as on March 31st, 2019 or Parent Company (i.e. the Parent Company should hold at least 51% of the common equity of the Bidder as on March 31st, 2019).

General Instructions:

1. Net Cash Accruals = (Profit After Tax + Depreciation + Non cash Expenses)
2. Net Worth = (Subscribed and Paid-up equity + Reserves + Share Allotment Money Already Received + Preference Shares (including Redeemable) + Convertible Debentures but excluding Warrants - (Revaluation reserves + Miscellaneous expenditure not written off)
3. Bidders are required to enclose supporting documents (Work Order/ Contract/ CA Certificate/ SA Certificate) for evaluation of Technical Proposal.
4. The financial year would be the same as followed by the Bidder for its annual report. Say, Year 1 is the financial year 2017-18, then Year 2 shall be the year immediately preceding Year 1.
5. The Bidder shall provide complete set of the audited annual financial statements complete with schedules, notes to accounts, auditor's report. Failure to do so would be considered as a non-responsive Proposal.
6. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
7. Financial statements comprising balance sheet complete with all schedules, profit and loss statement (income statement) complete with all schedules, notes to accounts, cash flow statement, auditor's report shall be submitted to support the financial capability statement. Only audited financial statement shall be submitted and used for the purpose of evaluation.
8. In case the Bidder's registered office is located in a country where the accounting standards necessarily require consolidation of financial statements of the subsidiary companies for the purpose

of conducting audit by the statutory auditor's, in such cases consolidated audited financial statement shall be accepted.

9. In case of Individuals: Net worth of Individuals shall be equal to net wealth which is the aggregate value, computed under Wealth Tax Act, 1957.A copy of Wealth Tax Return filed for the assessment year 2017-2018 or any other document approved by the Income Tax department shall be submitted as proof.

ANNEXURE 7: FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT BLACKLISTED

(On Letter Head)

I M/s. , (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/ chief executive officer/ directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal for the *Selection of Service Provider for Procurement, Operations and Maintenances of Electric Bus on Gross Cost Contract (GCC) Model*”, would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the Contract.

Dated this Day of, 201....

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note: For an affidavit executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the affidavit is being issued. However, the affidavit provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.

ANNEXURE 8: FORMAT FOR MEMORANDUM OF UNDERSTANDING

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this ____day of ____ 20__ at _____ among _____ and having its registered office at _____, (hereinafter referred as”____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part

and

_____ and having its registered office at _____, (hereinafter referred as”____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part

and

_____ (and having its registered office at _____, (hereinafter referred as”____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Third Part

and

_____ and having its registered office at _____, (hereinafter referred as”____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Fourth Part

and

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Bangalore Metropolitan Transport Corporation (the “Authority”), has invited Request for Proposal (RFP) from entities “Project” as per the terms contained in the RFQP Document and in terms of Master Service Agreement.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties will form a Special Purpose Vehicle (“SPV”) with the shareholding commitments expressly stated. The said SPV shall not undertake any other business during the Concession Period.
2. That the equity share holding of the Parties in the issued and paid up capital of the SPV shall not be less than as specified in the RFP Document.
3. That M/s_____, M/s_____, M/s. _____, and M/s. _____ who are Members of the Consortium commit to hold the equity stakes in the SPV which are in line with the requirements of RFP Document.

4. That the shareholding commitments shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the RFQP Document, if qualified the RFQP Document and the Concession Agreement that will be executed if the Project(s) is awarded to us.
5. That the Parties shall carry out all obligations and responsibilities in terms of the Concession Agreement.
6. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:
 - a. That the Parties shall be jointly and severally liable for the execution of the Project(s) in accordance with the terms of the Concession Agreement to be executed on award of the Project.
 - b. That the Parties affirm that they shall implement the Project(s) in good faith and shall take all necessary steps to ensure the expeditious implementation of the Project(s).
 - c. That this MoU shall be governed in accordance with the laws of India and courts in Karnataka shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.
 - d. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party
2. Second Party
3. Third Party
4. Fourth Party

Witness:

ANNEXURE 9: FORMAT FOR KEY CONDITIONS TO BE INCLUDED IN THE MOU WITH TECHNOLOGY PARTNER

1. The MoU shall be on a Non – judicial stamp paper of Rs 200/- or such equivalent document duly attested by notary public
2. The MoU shall be entered between the Bidder/ Lead Member of the Consortium and the Technology Partner
3. The MoU shall be signed by the authorized signatories of the parties holding Power of Attorney that will need to be submitted along with the MoU.
4. The MoU shall be Project specific. A Bidder submitting a bid for multiple Projects shall provide a MoU for each Project.
5. The MoU shall contain the following conditions that:
 - (a) The Parties have read the RFP document and the draft Concession Agreement and confirm that they are cognizant of their respective roles and responsibilities.
 - (b) The Technology Partner agrees to support the Bidder for the Concession Period.
 - (c) That the Parties will sign a binding agreement with the Technology Partner agreeing to supply of buses and their spares including the Major Components as required including technical support towards their maintenance on such terms and conditions as may be agreed to between the Bidder and Technology Partner. (hereinafter referred to as “Supply and Technical Support Contract”).
 - (d) That the Supply and Technical Support Contract shall be duly signed prior to the Financial Close a copy of which shall be submitted to BMTC
 - (e) The Supply and Technical Support Contract shall be coterminous with the Concession Period.
 - (f) That the Parties affirm that they shall implement the Project(s) in good faith and shall take all necessary steps to ensure the expeditious implementation of the Project(s).

ANNEXURE 10: FORMAT FOR DETAILS OF TECHNOLOGY PARTNER

1. (a) Name
(b) Country of incorporation/registration⁸
(c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India
(d) Date of incorporation and/or commencement of business.
2. Brief description of the Technology Partner, including details of its main lines of business and proposed role and responsibilities in this Project(s).
3. Details of individual/s who will serve as the point of contact / communication with the Authority:
 - a. Name :
 - b. Designation :
 - c. Company :
 - d. Address :
 - e. Telephone Number :
 - f. E-Mail Address :
 - g. Fax Number :
 - h. Mobile Number :

ANNEXURE11: FORMAT OF UNDERTAKING BY TYPE 3 BIDDER

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Undertaking entered into this ___day of _____ 20__ at _____among_____ and having permanent residence at _____, (hereinafter referred as"_____", which expression unless repugnant to the context or meaning thereof include its successors) of the First Part

and

_____ and having permanent residence at _____, (hereinafter referred as"_____", which expression unless repugnant to the context or meaning thereof include its successors) of the Second Part

and

_____ and having permanent residence at _____, (hereinafter referred as"_____", which expression unless repugnant to the context or meaning thereof include its successors) of the Nth Part

The parties are individually referred to as Party and collectively as Parties. WHEREAS Bangalore Metropolitan Transport Corporation (BMTCC), has invited Request for Proposal (RFP) from entities interested for, *Appointment of Service Provider for Procurement, Operations and Maintenances of Electric Bus on Gross Cost Contract (GCC) Model*", (hereinafter called the "Project") as per the terms contained in the RFQP Document and in terms of Concession Agreement.

AND WHEREAS the Parties have had discussions for formation of a Special Purpose Vehicle ("SPV") for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties have formed a SPV by the name of _____ with the shareholding commitments expressly stated and attached as Annexure to this Undertaking. The said SPV shall not undertake any other business during the Concession Period.
2. That the authorised capital of the SPV is _____ (Atleast Rs. X millions)
3. That the Parties commit to subscribe to the equity of the SPV in case the Bidder is the Successful Bidder to the Project.
4. That the Parties hereby are submitting a copy of the certificate issued by Registrar of Companies confirming registration of the SPV.
5. That the Parties confirm that they shall hold common equity in the SPV in terms of the Concession Agreement.
6. That the shareholding commitments shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the RFP Document, if qualified the RFP Document and the Concession Agreement that will be executed if the Project is awarded to us.
7. That the Parties shall carry out all responsibilities in terms of the Concession Agreement.
8. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:
9. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement to be executed on award of the Project.

10. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to ensure the expeditious implementation of the Project.
11. That this Undertaking shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this Undertaking to be duly executed on the date and year above mentioned.

1. First Party - Signatures, Name, Address and Contact Details

2. Second Party - Signatures, Name, Address and Contact Details

N. Nth Party - Signatures, Name, Address and Contact Details

Witness:

ANNEXURE12: FORMAT OF NON-COLLUSION CERTIFICATE

Non -Collusion Certificate

(on the Letter Head of Bidder/ Each Consortium Member)

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 20...

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

To be executed by all the Members in case of Consortium.

ANNEXURE 13: FORMAT FOR BID SECURITY

(To be executed on stamp paper of appropriate value)

B.G. No. [__] Dated:

1. In consideration of you, [Insert Name of Authority], which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Bid of [insert name of Bidder] with its registered office at [Insert Address] (referred to as the Bidder which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for [Insert Name of Project], pursuant to the Request for Proposal dated [__] (referred to as the RFP) and other related documents including without limitation the draft Contract (collectively referred to as Bid Documents), we (Name of the Bank) having our registered office at [__] and one of its branches at [__] (referred to as the Bank), at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to [Name of Authority] an amount of Rs. [__] (referred to as the Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
2. Any such written demand made by [Name of Authority] stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of [Name of Authority] is disputed by the Bidder or not, merely on the first demand from [Name of Authority] stating that the amount claimed is due to [Name of Authority] by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:
 - a. If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
 - b. If a Bidder is disqualified;
 - c. If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice
 - d. If a Bidder is declared the first ranking Bidder and it:
 - i. withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Authority and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
 - ii. fails to furnish the Performance Security in accordance;
 - iii. fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
 - iv. fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
 - v. fails to execute the Contract.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force till the validity of the Proposal, including any extensions thereof, and will continue to be enforceable till all amounts under this Guarantee have been paid.

If the Bidder is declared as the selected Bidder, then the validity of the Bid Security of such Bidder shall be extended until the date on which the selected Bidder submits the Performance Security. The Bid Security of the selected Bidder will be returned upon the selected Bidder furnishing the Performance Security.

5. We, the Bank, further agree that [Insert Name of Authority] will be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at clause 3 above. The decision of [Insert Name of Authority] that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between [Insert Name of Authority] and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, [Insert Name of Authority] will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or [Insert Name of Authority]):
 - a. any time or waiver granted to, or composition with, the Bidder or any other person;
 - b. any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
 - c. any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
 - d. any unenforceability, illegality or invalidity of any obligation of the Bidder or [Insert Name of Authority] under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - f. any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the Bid Documents).
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

11. We undertake to make the payment on receipt of your notice of claim on us addressed to _____[name of Bank along with branch address] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
12. It shall not be necessary for [Insert Name of Authority] to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which [Insert Name of Authority] may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of [Insert Name of Authority] in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. [___]. The Bank will be liable to pay the amount or any part of the Guarantee only if [Insert Name of Authority] serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before (indicate date corresponding to the Proposal validity period).
16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

ANNEXURE 14: FORMAT OF AFFIDAVIT

(On a Stamp Paper of relevant value by Bidder/ Each Consortium Member)

I, _____ son of _____ resident of _____ having been duly authorized on behalf of the Bidder, do hereby solemnly affirm and declare as under:

That whereas, I have submitted a proposal for *Selection of Service Provider for Procurement, Operations and Maintenances of Electric Bus on Gross Cost Contract (GCC) Model*(the “Project”). Now, therefore, I, the undersigned, do hereby certify that all the information supplied as accurate, true and correct.

The undersigned also authorize(s) and request(s) any bank, person or firm to furnish any information requested by the Authority to verify any pertinent information deemed necessary and for otherwise inquiring about our reputation.

The undersigned also understands and agrees to supply any further information as may be required by Authority.

The undersigned also understands that furnishing of false information could result in disqualification of his company (the Consortium, in case Bidder is a Consortium) for the Project, and if so awarded, Authority shall withdraw the LOA or terminate the Concession Agreement, as the case may be, without being liability in any manner.

Dated thisDay of, 20..

.....Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

Note:

To be executed separately by all the Members in case of Consortium.

ANNEXURE 15: INTEGRITY PACT

INTEGRITY PACT

This Pact made this _____ day of _____ between BMTC, having its office at _____, _____, be deemed to include its officers, and shall also include its successors and assigns) of the one part

AND

_____ represented by _____ of the other part, hereinafter called the “Bidder/Contractor” (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor) WHEREAS the BMTC intends to award, under laid down organizational procedures, tender/ contract for _____. The _____, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the BMTC is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the BMTC hereby adopts the instrument developed by the renowned international nongovernmental organization “Transparency International” (TI) headquartered in Berlin (Germany). The BMTC will appoint an Independent External Monitors (IE) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the BMTC for _____. In response to the NIT (Notice Inviting Tender) dated _____ Contractor is signing the contract for execution of _____.

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to Enabling the BMTC to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BMTC to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BMTC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BMTC;

1.1 The BMTC undertakes that no official of the BMTC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BMTC will, during the pre contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BMTC will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BMTC with full and verifiable facts and the same is prima facie found to be correct by the BMTC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BMTC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BMTC the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any precontract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMTC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any

official of the BMTC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the BMTC for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BMTC.

3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.

3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder/Contractor further confirms and declares to the BMTC that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BMTC or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BMTC or their family members, agents, brokers or any other intermediaries about the contract and the details of services agreed upon for such payments.

3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BMTC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertake to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder/Contractor will inform to the Independent External Monitors. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any BMTC's associate(s)

3.11 The Bidder/Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12 The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the BMTC, or alternatively, if any relative of an officer of the BMTC has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BMTC

3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the BMTC is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.

4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor(s) and associate(s) whose value of the work contribution exceeds Rs XXXcrore.(Rupees XXXXXXXXX crore) and to submit the same to the BMTC along-with the tender document/ contract before contract signing.

4.4 That Sub-Contractor(s)/ associate(s) engaged by the Contractor, with the approval of the BMTC after signing of the contract, and whose value of the work contribution exceeds Rs XXCr. (Rupees XXXXXXXXXXXXX crore) will be required to sign this Pact by the Contractor, and the same will be submitted to the BMTC before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.

4.5 That the BMTC will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.

4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. BMTC will terminate the contract and initiate appropriate action against such Contractor(s).

5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond. While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER etc. I/C WARRANTY PERIOD, PG/BOND, VALIDITY etc., which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.

6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts.

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BMTC to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) If the BMTC has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the BMTC is entitled to forfeit the earnest money deposited /Bid Security.
- (iv) To recover all sums already paid by the BMTC, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BMTC in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BMTC resulting from such cancellation/rescission and the BMTC shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the BMTC
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BMTC with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Security and Subsidy Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the BMTC have terminated the contract under section 2 or 3 or 4 or if the BMTC is entitled to terminate the contract under section 2 or 3 or 4, the BMTC shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction

of the BMTC that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the BMTC.

6.2 The BMTC will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Contractor applies to the BMTC for premature revocation of the debarment and proves to the satisfaction of the BMTC that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the BMTC may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4 That a transgression is considered to have occurred if the BMTC is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the BMTC to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Subcontractors/ Associates:

That if the BMTC receives any information of conduct of a Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the BMTC has substantive suspicion in this regard, the BMTC will inform the Vigilance Department for appropriate action.

8. Independent External Monitors (s),

8.1 That the BMTC has appointed competent and credible Independent External Monitors (s) for this Pact.

8.2 The task of the Independent External Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or BMTC.

8.3 That the Independent External Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the BMTC.

8.4 That the Bidder / Contractor accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the BMTC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Independent External Monitor is under obligation to treat the information and documents of the BMTC and Bidder/ Contractor / Sub- Contractors/ Associates with confidentiality.

8.5 That as soon as the Independent External Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the BMTC and request the management to discontinue or heal the violation, or to take other relevant action. The Independent External Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Independent External Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 That the BMTC will provide to the Independent External Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the

contractual relations between the BMTC and the Contractor / Bidder. The parties offer to the Independent External Monitor the option to participate in such meetings.

8.7 That the Independent External Monitor will submit a written report to the Chairperson of the Board of the BMTC within 2 weeks from the date of reference or intimation to him by the BMTC and, should the occasion arise, submit proposals for correcting problematic situations.

8.8 That if the Independent External Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The word 'Independent External Monitor' would include singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BMTC or its agencies shall entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance and jurisdiction shall lie within the jurisdiction of Bangalore Civil Courts only.

11. Other Legal Actions

11.1 That the changes and supplements as well as termination notices need to be made in writing.

11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

12.1 That this Pact comes into force when both the parties have signed it. It expires for the Developer 12 months after the initial/extended term. It expires for the Contractor/Sub-Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

12.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the BMTC.

12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at _____ on _____

| | |
|---------------------|-------------------------|
| Buyer | BIDDER |
| Name of the Officer | CHIEF EXECUTIVE OFFICER |
| Designation | |
| Department | |

| Witness | Witness |
|---------|---------|
| 1. | 1. |
| 2. | 2. |

ANNEXURE 16: FORMAT FOR EXPERIENCE OF THE BIDDER

| S. No | Name of the Bidder | Type of Vehicle | No of Vehicles with Permit | PCU Factor | Category Experience Weight | Number of Months in Operation (from June 01, 2016 to February 28, 2019) | Total PCU Years Experience |
|--------------|---------------------------|------------------------|-----------------------------------|-------------------|-----------------------------------|--|-----------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | $8=(4*5*6*7)/12$ |
| 1 | Sole Bidder | | | | | | |
| or | | | | | | | |
| 2 | Lead Member | | | | | | |
| 3 | Other Member 1 | | | | | | |
| 4 | Other Member 2 | | | | | | |
| 5 | Other Member 3 | | | | | | |

Note:

1. The Bidder should provide details of only those Permits that are issued in its own name or in the name of the subsidiary entity (i.e. the Bidder should hold at least 51% of the common equity of subsidiary Company the as on March 31, 2019) or Parent Company (i.e. the Parent Company should hold at least 51% of the common equity of the Bidder as on March 31, 2019).

2. Project experience of the Bidder's associate company (who is not a member of the Consortium) will not be considered for computation of the total operational experience.

3. Any Bidder consisting of a single entity should fill in details as per the row titled Sole Bidder and ignore the other rows mentioned below. In case of a Consortium, the details need to be provided as per the lower rows and the row titled Single Entity Bidder may be ignored.

4. Bidders are required to enclose supporting documents (Work Order/ Contract/ CA Certificate/ SA Certificate) for evaluation of Technical Proposal.

ANNEXURE 17: FORMAT OF PERMIT DETAILS

| | (Bidder to fill up the Details here) |
|--|--------------------------------------|
| Name of the Entity ² | |
| Name of the Permit Holder | |
| Permit (Copy of Permit to be attached) | |
| Address | |
| Type of Vehicle | |
| Registration Number of the regular vehicle | |
| Maximum no of Passengers can carry at one time | |
| Period of Validity | |
| Date of Expiry | |
| Route of the Area | |
| Months of Operation | |

Instructions

1. Bidders are expected to provide information in respect of each vehicle in this section. Information provided in this section is intended to serve as a backup for information provided in accordance with Appendix 8. Along with this Bidder needs to furnish copy of each permit.
2. A separate sheet should be filled for each of the vehicle.
3. Refer Evaluation of Technical Proposal provided in Data Sheet for Category and PCU factors for the vehicle referred in Data Sheet.
4. In-case of foreign companies/ operations outside India, endorsement from Indian Embassy from the country of operation (from where such permit was issued) should be provided.

It may be noted that in the absence of anyone of the, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Operational Experience.

² Name of Sole Bidder, Lead Member or Other Member who has the Vehicle

ANNEXURE 18: GUIDELINES FOR PROVIDING INFORMATION RELATED TO EXPERIENCE

It may be noted that in the event of any discrepancy between any information, required to be provided under Appendix 17 and 18 , and the certificate to be obtained from the statutory auditor, as required hereunder, such information would be considered deficient and shall not be considered for computation of experience required under the Project³.

The Bidder shall provide a certificate from its Statutory Auditor in the format given below:

This is to certify that _____ (Name of the Bidder) has

| S.No. | Name of Bidder | Type of Vehicle ⁴ | Vehicle Registration No. | Issuing Agency | PCU Factor | Category Experience Weight | Number of Months in Operation (from June 01, 2017 to June 30, 2019) |
|-------|----------------|------------------------------|--------------------------|----------------|------------|----------------------------|---|
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |

SIGNATURE OF THE STATUTORY AUDITOR OF THE BIDDER

NAME OF THE PARTNER

NAME OF THE STATUTORY AUDITOR FIRM/ COMPANY

REGISTRATION NUMBER OF THE PARTNER

ADDRESS OF THE STATUTORY AUDITOR

PHONE NUMBER OF THE STATUTORY AUDITOR FIRM/ COMPANY

FAX NUMBER OF THE STATUTORY AUDITOR FIRM/ COMPANY

³Refer Evaluation of Technical Proposal provided in Data Sheet

⁴ Refer Table Eligible Operational Experience in Evaluation of Technical Proposal provided in Data Sheet

ANNEXURE 19: TECHNICAL CAPACITY OF TECHNOLOGY PARTNER

This is to certify that _____ (name of the Bidder/Technology Partner) has ownership of _____ (specify details of the technology) for the purpose supply of Battery Electric Buses

AND/OR (indicate whichever is applicable)

access to _____ (specify details of the technology) for the purpose of supply of Battery Electric Buses

AND

We have the Supply Capacity in terms of requirement of this RFP – Instructions to Bidders to supply fully operational Battery Electric Bus in terms of specifications and standards as provided in Schedule 2 and Schedule 3 of The Concession Agreement of Nos.____ units in a year.

(Signature of the Authorised Signatory of the Technology Partner)

Name:

Designation:

Instructions:

1. This certificate should be signed by an authorised signatory of the Technology Partner Power of Attorney in favour of such authorised signatory shall have to be submitted.
2. This certificate need to be accompanied by a suitable documentary evidence in the form of statutory auditor certificate supporting such claim of the Technology Partner.

ANNEXURE 20: OPERATIONS PLAN WRITE UP

Bidder shall provide information on the following:

| S.No. | Description |
|--------------|---|
| A. | <i>Operations Planning and Methodology</i> |
| A1. | Operational Philosophy |
| A2. | MIS Plans |
| A3. | Drivers Recruitment and Retention Plan |
| B. | <i>Manpower Planning</i> |
| B1. | Management Team |
| B2. | Operations Team |
| B3. | Maintenance Team |
| C. | <i>Investment Planning</i> |
| C1. | Potential sources of funds |
| C2. | Financial structure |
| D. | <i>Maintenance Planning</i> |
| D1. | Preventive Maintenance Plans |
| D2. | Regular Capital Investment Planning |
| E. | <i>Induction Planning</i> |
| E1. | Planning for introduction of buses |
| E2. | Bus Procurement Plan |
| F | <i>Operations Control Planning</i> |
| F1. | Efficiency: Management of time controls for efficient operations |
| F2. | Quality Control: Management of maintenance, cleaning etc for providing quality services |

The Operational Plan write-up should not be more than 50 pages

ANNEXURE 21: FORMAT FOR DRAFT LETTER OF ACCEPTANCE

(TO BE ISSUED BY AUTHORITY)

No. _____

Date:

To,

Authorized Signatory of the Successful Bidder

Dear Mr. _____,

Subject: Letter of Acceptance for Selection of Service Provider for Procurement, Operations and Maintenances of Electric Bus on Gross Cost Contract (GCC) Model

1. This is in reference to the Proposal submitted by _____ {Name of Successful Bidder} ("SB") by the Proposal Due Date (____) in response to the Request and Proposal ("RFP") Document (along with the amendments made thereafter) released by BMTC on ____ {date of release of RFP Document}.

2. The aforesaid Proposal was considered and evaluated by the bid evaluation committee constituted by BMTC for this purpose.

3. Further, subsequent discussions were held with you on _____, and the summary of such discussions is set out in the enclosed Enclosure/s. {To be inserted where such discussions have been held}

4. BMTC, is now pleased to inform that SB has been selected as the Successful Bidder for *Selection of Service Provider for Procurement, Operations and Maintenances of Electric Bus on Gross Cost Contract (GCC) Model*

5. This letter is intended to convey BMTC's acceptance, subject to the terms & conditions specified in the RFP Document issued to your company and conditions set out in the Concession Agreement to be executed within one (1) week from the date of this letter, of the Proposal submitted by SB, wherein SB has quoted an 'Total Cost' of Rs _____ (Rupees _____)

6. As a token of your acknowledgment of this letter, you are hereby requested to return a copy of the same to us, duly signed by the authorized signatory, within seven (7) days from the date of this letter.

7. Further, you are also requested to comply, within four (4) weeks from the date of this letter by Acknowledgement of this Letter of Acceptance, with the conditions set out below:

(a) To incorporate an SPV in terms of Clause 3 of the Request for Proposal, where necessary;

(b) Execution of the Concession Agreement;

(c) Furnish a Performance Security from a nationalized Bank or a Scheduled Bank authorized to handle transactions of Government of India in India to the amount as per the terms and conditions of the RFP of the 'Total Cost' quoted by the successful bidder and in terms of the draft Concession Agreement;

Kindly note that this communication by itself does not create any rights or contractual relationship with BMTC. Any such right or relationship shall come into effect upon complying with conditions set out in para 7 and the execution of Concession Agreement.

Yours truly,

[Authorized Signatory]

[BMTC]

ANNEXURE 22:FORMAT OF ACKNOWLEDGEMENT LETTER OF ACCEPTANCE

(TO BE ISSUED SUBMITTED BY SUCCESSFUL BIDDER TO AUTHORITY)

Date: (Within Seven (7) days of date of LOA)

To

[Authorized Officer]

[BMTC]

Subject: Acknowledgement of Letter of Acceptance – Selection of Service Provider for Procurement, Operations and Maintenances of Electric Bus on Gross Cost Contract (GCC) Model

We are pleased to acknowledge the Letter of Acceptance issued by BMTC vide their letter ref..... dated..... for the *Procurement, Operations and Maintenances of Electric Bus on Gross Cost Contract (GCC) Model* We have reviewed the aforesaid Letter of Acceptance and are enclosing herewith a copy of the Letter of Acceptance duly acknowledged in acceptance of the conditions and undertake to comply with the following within four (4) week of the date of the LOA:

- 1. Incorporate an SPV, where required
- 2. Execute the Concession Agreement
- 3. Furnish a Performance Security to the amount of INR 55,00,000/- per bus for the period of the contract plus ninety (90) days of the 'Total Cost' quoted by the successful bidder and in terms of the draft Master Service Agreement;

4. Further, the SPV/ Successful Bidder should confirm that:

4.1 the SPV/ Successful Bidder has, after a complete and careful examination, made an independent evaluation of scope of the Project, local and physical conditions, and all information and documents provided by the BMTC or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The BMTC makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the [DATE] information provided by it and the Service Provider confirms that it shall have no claim whatsoever against the BMTC in this regard.

4.2 The Service Provider acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the documents and matters set forth in para 1 above and hereby acknowledges and agrees that the BMTC shall not be liable for the same in any manner whatsoever to the Service Provider, the Consortium Members or any person claiming through or under any of them.

.....

Name of Successful Bidder/Lead Member

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

Note:

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the Lead Member, in case of a Consortium.

ANNEXURE 23:BREAKUP OF FINANCIAL PROPOSAL

The bidder shall indicate the Cost of the Bus and Battery separately in the below mentioned format

| S.No. | Description | Cost per Unit |
|--------------|------------------------|----------------------|
| 1. | 12 MT AC Buses | |
| 2. | Cost of Battery | |