



PUNE MAHANAGAR PARIVAHAN MAHAMANDAL LIMITED

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF BUS
OPERATOR FOR SUPPLY, OPERATION & MAINTENANCE OF
150 NOS. OF 12 M AC BRT COMPLIANT ELECTRIC BUSES AND
DEVELOPMENT OF ALLIED INFRASTRUCTURE ON GROSS
COST CONTRACT BASIS UNDER
THE FAME INDIA SCHEME PHASE-II**

Volume I: Request for Proposal (RFP)
September 2020

**Pune Mahanagar Parivahan Mahamandal Limited
PMPML Building
Shankar Sheth Road,
Swargate Pune – 411042**

DISCLAIMER

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by Pune Mahanagar Parivahan Mahamandal Limited (hereinafter referred to as “Authority” or “PMPML”) to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their Bid submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for Authority to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of information in this RFP document and obtain independent advice from appropriate sources. Authority and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

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

The Authority reserves the right to cancel or not to proceed with the bidding process or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a Bid. No reimbursement of cost of any type shall be paid to persons, entities submitting a Bid.

PMPML shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of Proposals, including costs and expenses related to visits to the sites. PMPML reserves the rights to cancel, terminate, change or modify this procurement/bidding process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The qualified Bidders would be selected based on the criteria herein mentioned. The Bidders are required to submit their Bids as specified in relevant sections of this RFP. Only the Price Bids of qualified Bidders would be opened. The date of opening of Price Bid will be communicated to qualified Bidders at a later date.

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Pune Mahanagar Parivahan Mahamandal Ltd.
Shankarsheth Road, PMT Building Swargate, Pune – 411037, Phone No : 020 - 24440417

TENDER NOTICE of TENDER NO. 1-CE-2020

PMPML invites eligible bidders to Selection of bus operator for supply, operation & maintenance of 150 nos. of 12M AC BRT complaint electric buses & development of allied infrastructure on Gross Contract Basis under Fame II scheme as per RFP. Details of RFP form purchasing etc. are as follows :

Date Of Sale : 10/09/2020 TO 30/09/2020 till 02.30 pm
Date Of Submission : 10/09/2020 TO 30/09/2020 till 02.30 pm
Technical tender opening date : 01/10/2020 at 03.00 pm

All relevant details of the procurement are available in the Request for Proposal (RFP) document. The RFP document available and can be purchased online on www.mahatenders.gov.in.

The Pre-bid meeting would be held on 23/09/2020 at 3.00 pm at Chairman and Managing Director Office, Swargate, Pune 411 037.

All subsequent notification, extension and amendments will be post on websites.

Advt No. : CE/1
 Date: 09/09/2020

Sd/-
Joint Managing Director
 Pune Mahanagar Parivahan Mahamandal Ltd.

Bidding Schedule and Details of RFP Fees and EMD

Name of Work	SELECTION OF BUS OPERATOR FOR SUPPLY, OPERATION & MAINTENANCE OF 150 NOS. OF 12 M AC BRT COMPLIANT ELECTRIC BUSES AND DEVELOPMENT OF ALLIED INFRASTRUCTURE ON GROSS COST CONTRACT BASIS UNDER THE FAME INDIA SCHEME PHASE-II.	
Schedule of E- Tender	Downloading of Tender Documents	On www.mahatenders.gov.in (e-tendering portal) from 10 September 2020 to 30 September 2020 by 2.30 PM
	Pre- Bid Queries to be sent at	Bidders shall have to send their queries in MS-Word format on email address ce@pmpml.org on or before 22 September 2020 till 4.00PM
	Pre-Bid Meeting date & Time	Pre-Bid Meeting shall be held on 23 September 2020 at 3.00PM at Chairman and Managing Director Office, Swargate, Pune 411 037
	Mode of submission	Online: The Technical and Price Bids shall be submitted online only on or before 30 September 2020 by 2.30 PM (the "Bid Due Date") Scanned copy of receipt of RFP fee and EMD submission must be uploaded along with the Technical Bid on the e-procurement portal. Bidder submitting Price Bid in physical format or revealing any pricing details in Technical Bid shall be treated as non-responsive and rejected. The Bidders shall submit only physical copy of the Technical Bid to the Authority including prescribed technical formats at office of Chairman and Managing Director Office, PMPML, Swargate, Pune 411 037 on or before the Bid Due Date.
	Opening of Technical Bid	On 01/10/2020 at 3.00 PM
	Opening of Price Bid	To be intimated later to technically qualified Bidders
	Bid Validity period	180 (One Hundred and Eighty) days from the date of Opening of Price Bid
RFP Fees and EMD	RFP Fee	INR 59,179/- including all taxes. E-tendering procedure charges shall be paid in the form of e-payment on the e-tendering portal
	EMD (BID SECURITY)	o In the form of e-payment as detailed below: i) E-payment for an amount of INR 2,62,50,000/- (Rupees Two Crores Sixty Two Lakhs and Fifty Thousand only through the e-tendering portal
Special Condition for RFP Fee and EMD (Bid Security)	Bidder shall upload scanned copy of receipt for RFP Fee and EMD along with Technical Bid on the e-tendering portal.	
General Terms & Conditions	Bidders who wish to participate in this E-Tender will have to procure valid digital certificate as per Information Technology Act 2000. Bidders can procure this certificate from any of the Government approved certifying agency.	

**Information
for online
participation**

Bidders who wish to participate in online tender have to register with the website through the "New User Registration" link provided on the home page. Bidder will create login id & password on the own in registration process using their individual digital certificate.

Definitions & Abbreviations

In this RFP, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

“Authority” means the Pune Mahanagar Parivahan Mahamandal Limited or its authorized representatives who has invited Bids from competent and interested parties for supply, operation and maintenance of electric air-conditioned Buses and development of allied infrastructure on Gross Cost Contract Basis under the Fame Scheme.

“Applicable Law” means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this contract, and applicable to the Project.

“Authorized Signatory” means the person authorized by the Bidder to sign the Bid, correspond with the Authority, make representation to the Authority as part of bidding process and sign the contract on behalf of the Bidder through valid authorization document in his/her favour.

“Bus” means a passenger Bus unit that meets the Technical Specifications. In relation to this, “Contracted Buses” shall mean all the Buses for the supply, operation and maintenance of which the Operator has been contracted through this Agreement.

“Bus Kilometer” means a Kilometer travelled by a Contracted Bus of the Fleet as part of its operations as per the terms and Conditions of Bidding Documents.

“Bus Service” means the service of operating and maintaining the Buses as part of the PMPML services on gross cost contract basis, in accordance with the Contract/Agreement, including providing public carriage in accordance with the performance standards stipulated by Authority.

“Bid” means the Technical Bid, Price Bid, EMD and any other document submitted by the Bidder(s) in response to this RFP.

“Bidder” means any firm, including a sole proprietor or a partnership firm or a company, who submits a Bid along with RFP Fees and EMD under this RFP before the stipulated Bid Due Date.

“Bidding Documents” means document comprising Vol.I: RFP, Vol.II Bus Operator Agreement, its Annexure and schedule thereof, Vol.III: Technical Specifications and any subsequent amendments/ addendums/clarifications /corrigendum issued by the Authority.

“Bid Process/ Selection Process” means the process of selection of the Successful Bidder through single stage competitive bidding process which includes submission of Bids and evaluation of such Bids as set forth in the Bidding Documents.

“Bid Security” or “Earnest Money Deposit (EMD)” means the security amount in Indian National Rupees to be furnished by the Bidder along with his Technical Bid in accordance with provisions of RFP.

“Bus Operator Agreement/Contract” means the supply-cum-operation and maintenance agreement including, without limitation, any and all annexure/schedule thereto which will be entered into between Authority and the Successful Bidder through which Authority shall grant the rights to the Successful Bidder to operate and maintain the buses during the Contract Period against payment of consideration. The Draft Bus Operator Agreement is provided as Vol-II of the Bidding Documents.

“Consortium” shall mean the group of legally constituted entities, who have come together to participate in captioned project as per provision of RFP.

“Commercial Operations Date/COD”. The COD shall be the date which is defined in Clause 14.2.2 of Volume-II for each lot of Buses.

“Contracted Buses” or “Contracted Fleet” means one or more of the passenger bus units for the Bus supply, operation and maintenance in PMPML services and for which the Operator has been contracted in accordance with the terms of Bus Operator Agreement.

“Conflict of Interest” shall have a meaning specified in Clause 16 of this RFP.

“DHI” means the Department of Heavy Industries, Government of India

“Fleet” means the total number of Buses that are contracted to Operator for Bus supply, operation and maintenance in accordance with the provisions of Bidding Documents.

“Gol” means the Government of India

“GoM” means the Government of Maharashtra

“Fame Scheme” shall mean the Scheme for Faster Adoption and Manufacturing of Electric Vehicles in India Phase II notified by Gol vide Gazette no. S.O. 1300 (E) dated 08 March 2019

“Letter of Acceptance” or “LOA” means the letter issued by Authority to the Successful Bidder to provide Buses under the Bus Operator Agreement for the PMPML services in conformity with the terms and conditions set forth in the Bidding Documents.

“Maintenance Depots” shall have the meaning as set forth in Clause 12.1 of Vol.II of the Bidding Documents.

“Operator/Service Provider” means the Successful Bidder selected pursuant to competitive Bidding Process with whom Authority has concluded the Bus Operator Agreement.

“Per Kilometer Fee/PK Fee” means the per kilometer rate to be quoted by the Bidders in their respective Price Bids for undertaking the scope of work as defined in the Bidding Documents

“Project” means the supply, operation & maintenance of 150 (one Hundred and Fifty) nos. of 12 (Twelve) meter air-conditioned BRT compliant Electric Buses and development of allied infrastructure on Gross Cost Contract basis under the FAME India Scheme Phase-II.

“Routes” means the routes within the Pune metropolitan region determined exclusively and notified by the Authority from time to time, and the Contracted Buses shall operate only on such Routes.

“RFP” and / or “RFP Document” means RFP document along with Annexure issued by the Authority as Vol.I of the Bidding Documents for the purpose of selecting an Operator for the Project.

“RTO” means the Regional Transport Authority of Pune and/or Pimpri Chinchwad Region.

“Successful Bidder” shall have meaning as specified in Clause 9 (a) of this document

“Subsidy” shall mean the demand incentives to be provided to the Successful Bidder by DHI under the FAME Scheme

“Scope of Work” shall have a meaning specified in Clause 1 of this document.

Any other term(s) not defined herein above but defined elsewhere in this document and other volumes of the Bidding Documents shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

1. Introductions& Scope of Work

Gol under the National Electric Mobility Mission Plan (NEMMP), has envisioned six million electric and hybrid vehicles on India's roads by 2020. Further, Gol has also sought to replace all the Diesel and CNG vehicles by EV's by 2030. In pursuance of this initiative, Gol has launched the FAME Schemes with an envisaged outlay of approx.Rs.10795 (Ten Thousand Seven Hundred and Ninety-Five) Crore. DHI had organised an Expression of Interest (Eol) competition vide Eol date 04 June 2019 for disbursal of demand incentives to different State Transport Undertakings for procurement of Electric Buses on Gross Cost Contract model.

Pune Mahanagar Parivahan Mahamandal Limited (hereafter referred as "Authority/PMPML") is the Company registered under the Companies Act, 1956 mandated to manage and operate the Public Transport Bus Services in Pune Metropolitan Region. PMPML operates more than 2000 (Two Thousand) buses and approximately serves one million passengers daily. PMPML had submitted its proposal in response to the aforementioned Eol issued under the Fame Scheme. DHI vide letter F.No.6(09)/2019-NAB.II (Auto) dated 20 August 2019 has approved to extend financial support to PMPML for procurement of 150 (One Hundred and Fifty) Electric Buses in accordance with terms and conditions stipulated in the said Eol.

PMPML intends to use Electric Buses for its operations for promoting clean and green shared mobility on a Gross Cost Contract (GCC) basis through appointment of Electric Bus Operator (the "Operator"). Towards this end, this Request for Proposal (RFP) is being hereby published for inviting Bids for procurement, operation and maintenance of 150 (One Hundred and Fifty) Nos of 12m BRT Compliant AC Electric Buses and Allied Electrical & Civil Infrastructure with an assured operation of 225 (Two Hundred and Twenty-Five) kilometers per day per bus. The Bus must 225 (Two Hundred and Twenty-Five) km on single charge. The entire operation of 225 (Two Hundred and Twenty-Five) km per day per Bus has to be completed by the Operator without disturbing the PMPML schedules. The details of PMPML schedules shall be provided to the Successful Bidder. The assured km. shall be provided on average km. basis considering the Fleet made available by the Operator. If available, the Authority shall provide land to the Operator for development of Maintenance depots for creation of charging and ancillary civil infrastructure.

The selected Operator shall also establish complete charging infrastructure including Electric Transformer infrastructure and allied civil Infrastructure at the depots identified by PMPML on GCC model with guaranteed operations of 225 (Two Hundred and Twenty-Five) kms per day per Electric Bus for the initial period of 10 (Ten) years. The Contract Period may be extended by further 2 (Two) years at the sole discretion of the Authority.

Detailed Scope of the Operator includes

1. Supply and manufacture 150 Nos. of BRT Compliant AC Electric Buses, carryout preventive and breakdown maintenance of Buses and operate buses on routes as specified by PMPML.
2. Develop charging infrastructure including development, supply and erection of transformers and all necessary electrical systems, sub-systems, accessories and parts as required for charging infrastructure, provide chargers and maintain complete charging infrastructure including civil infrastructure for undertaking preventive and breakdown maintenance.
3. Electricity charging cost of Buses will be borne by the Operator. For variation in the electricity tariff, the approved rate per kilometer shall be revised as per the Fee Revision Formula indicated in Volume II of the Bidding Documents. Separate electric meters shall be provided by the Operator for this purpose. The Buses to be supplied by the Bidders shall conform to all the technical specifications and requirements as notified by DHI/Gol/GoM and any other competent authorities.
4. Electricity charges for office and maintenance activities of the Operator shall be borne by the Operator.
5. After completion of Contract Period, the entire infrastructure established at various depots for charging of electric Buses such as transformers, necessary electrical systems, subsystems, accessories and parts and chargers will become the property of PMPML solely for its further usage by PMPML. The Operator will not have any right on this infrastructure after completion of Contract Period. Similarly, all the civil infrastructure established will also become the property of PMPML solely for its further usage by PMPML and the Operator will not have any right on civil Infrastructure. The ownership of the civil and electrical infrastructure created at depots shall suo moto gets transferred to PMPML. The Operator shall handover all the above facilities in sound and working condition and an undertaking to this effect shall be submitted as per the format enclosed in the Annexures of this document.
6. Of the total Fleet, the Operator is/are expected to make available 150 (One Hundred and Fifty) nos. of 12m BRT Compliant Electric AC Buses for operations all the time. The Operator is expected to keep spare fleet to meet this requirement. The Bidder may refer Volume II of the Bidding Documents regarding fines/damages/penalties and Volume III for detailed technical specifications.
7. Finance, construct, operate and maintain the Maintenance Depots at select locations identified by PMPML;

This Bidding Documents are divided into 3 (Three) Volumes namely I) Request for Proposal, II) Draft Bus Operator Agreement and III) Technical Specifications.

Volume I deals with Background, instructions and process of bidding. Volume II is the draft format of the Agreement that will be signed between the Authority and the Operator. It contains all necessary draft conditions of the contract. Volume III details Technical Specifications of the Buses. Prospective Bidders are advised to read all volumes thoroughly as any items, provisions or stipulations may influence

his costs, revenues, and risks and hence may affect his bidding. Some of the key terms are summarized in the next section.

2. Key Terms

The following are key terms of the RFP:

a) Subsidy:

1. The subsidy to be paid to the Successful Bidder by PMPML shall be calculated as below:
 - a. 50 (fifty) % of the PK Fee quoted by the Bidder shall be considered for meeting capital cost of the Bus and remaining 50 (fifty)% is towards meeting the operational expenditure for running this Bus including the cost of electricity.
 - b. Based on this 50% of PK Fee, Net Present Value (NPV) of all future payments, using total minimum assured run in kilometers per month and total Contract Period, cost of the Bus will be calculated using 10.5 (ten point five) % discount rate, to be compounded on monthly basis. This will be calculated using the following formula.

$$\text{Cost of Bus} = \frac{a}{r} \left(1 - \frac{1}{(1+r)^n} \right)$$

Where

- a- Monthly equal payment for Capital Cost
= 0.5 * PK Fee quoted by lowest Bidder * Assured monthly Kilometer run
- r- Monthly discount rate in decimals
- n- Contract Period in months (120 months)
- c. Once the cost of the Bus is calculated using the above formula, subsidy available will be 40 (forty)% of this estimated cost of the Bus. However, this subsidy will be further limited to maximum incentive applicable for the Bus i.e Rs.55,00,000/- (Rupees Fifty-Five Lacs Only)
- d. The subsidy amount will be released to PMPML for further payment to the Successful Bidder as per following installments to be released by DHI.

Installment no	The activity being completed	Percentage of subsidy to be released by DHI	
		In Figures	In Words
1.	After the issue of supply order and signing of the Bus Operator Agreement by PMPML with Successful Bidder; as mobilization advance	20%	Twenty Percent
2.	Delivery of all Buses	40%	Forty Percent
3.	After 6 (six) months of the successful commercial operation of Buses	40%	Forty Percent
TOTAL		100%	One Hundred Percent

- e. The subsidy shall be disbursed to the Successful Bidder subject to submission of bank guarantee of equivalent amount of the subsidy to PMPML. The said bank guarantee must be issued by a scheduled bank and valid for single term of 5 (five) years starting from date of signing of the Bus Operator Agreement. The Successful Bidder is required to submit the said bank guarantee to the Authority within 15 (fifteen) days of issuance of the Letter of Award. The complete responsibility of providing the subsidy under the Fame Scheme rests with DHI.
- b) PMPML proposes to operate 90 (ninety) Buses in the jurisdiction of Pune Municipal Corporation and 60 (sixty) Buses in the jurisdiction of Pimpri Chinchwad Municipal Corporation respectively. Typical speeds for bus operations are around 20-25 km/hr depending on route conditions. Operational hours of PMPML are 04.30 AM to 12:00 PM. The Bus must operate minimum 225km (Two Hundred and Twenty Five) km on single charge. The Operator has to operate each Contracted Bus for 225 (Two Hundred and Twenty-Five) km per day subject to terms and conditions of the Bidding Documents.
- c) PMPML shall provide the details of land for charging, parking and maintenance of Buses to the Successful Bidder.
- d) Authority will make 11/22KV power supply line available at the designated depots. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his technical solution. The Operator shall bear electricity expenses for charging electric Buses subject to conditions of standard electricity consumption as defined in Volume III. The Operator is expected to pay for the power itself for all other activities. Information regarding electricity rates applicable may be obtained directly from MSEDCL. Operator will present the best solution in terms of Bus, capacity of batteries, charging infrastructure required, charging time etc. looking to the operational requirements of PMPML.
- e) The Operator will support the procurement, supply, operation and maintenance of the Bus including battery charging, maintenance/replacement in all respects throughout the Contract Period. It will make its appropriately trained and qualified technical staff available for any solutions, challenges and fine tuning.
- f) The Bidder shall submit, along with the Bid, Bus specifications as per formats provided in this document. It shall also submit as part of his Bid, Bus Type Approval (Homologation) certificate issued by authorized test agencies as per CMVR 126 from Institutions such as CIRT/ARAI. Additionally, it shall also provide any certification that it has obtained for its vehicles or parts tested at reputed institutes like CIRT or any other Govt. recognized/reputed Institute/Laboratory.
- g) The supply of Buses by Bidder shall be subject to prototype approval by the third-party agency authorized by the Authority ie., CIRT. A CIRT team authorized by the Authority will visit Bus manufacturing site to inspect standard of facility as per the schedule of Inspection and Delivery at the cost of the Operator and may reject the Buses if found defective and

workmanship is not found satisfactory, in which case the remedial work shall be immediately made and subject to reinspection by third party agency. All expenses and charges associated with trial of prototype shall be borne by the Bidders.

- h) The Operator shall be liable to pay RTO registration charges and insurance charges at the time of Bus registration and thereafter bear all RTO and insurance charges for remaining years of Agreement.
- i) The Operator Agreement shall remain in force for a period of 10 (ten) years from date of signing the Bus Operator Agreement (the "Contract Period"), during which period the Operator shall operate and maintain the Buses on PMPML routes as directed by the Authority adhering to its timetable from time to time and without disturbing its schedules in Pune Metropolitan Region on Gross Cost Contract (GCC) basis. The Contract Period may be extended by further 2 (two) years at the sole discretion of the Authority.
- j) The expected delivery schedule for providing prototype and delivery of registered Contracted Buses as per following schedule from the date of awarding the Letter of Award (the "Delivery Schedule")

Type of AC Electric Bus	No. of Buses	Prototype Inspection	Delivery of Registered Contracted Buses
12 m BRT compliant	150	90 days from Date of LOA	<ul style="list-style-type: none"> First lot of 75 buses within 270 days from Date of LOA (the "First Lot of Contracted Buses") Remaining 75 buses within 365 days from Date of LOA (the "Second Lot of Contracted Buses")

3. Bidding Process

3.1. Brief Description of the Bidding Process

- a) This RFP is segregated in to three Volumes namely I) Request for Proposal II) Draft Bus Operator Agreement III) Technical Specifications. The Bidding Process is described in this Volume I Request for Proposal.
- b) The Authority invites proposal through Online Technical and Price Bids in a Single stage bid system (the "Bidding Process") for selection of a competent Bidder for the award of the Project. Technical Bid and Price Bid shall be submitted online as indicated in the Bidding Schedule. Physical submission of Price Bids shall be summarily rejected and shall not be opened for evaluation.
- c) The Bidders shall have to meet eligibility and qualification criteria provided in the RFP. Bidders would be required to quote one PK Fee for Bus as per the contract conditions specified in the Bidding Documents. Price Bids of the Bidders who are meeting eligibility and qualification criteria shall be opened. The Bidder whose Price Bid determined to be lowest and responsive as per Clause 8.5 (c) shall be considered as Successful Bidder for award of the Project.
- d) Complete Bid (Technical Bid & Price Bid) with the prescribed forms should be submitted online at the designated place on or before the time and date fixed for submission of Bid ("Bid Due Date"). Bid submitted after Bid Due Date and time will be rejected.

- e) Hard copies of the Complete Technical Bid with the prescribed bid forms should be submitted at the designated place on or before the time and date fixed for submission of Bid ("Bid Due Date"). Bid submitted after Bid Due Date and time will be rejected without any further recourse.

3.2. Due Diligence & Site Visit

The Bidders are encouraged to examine and familiarize themselves fully about the nature of Project, all instructions, forms, terms and conditions of Bidding Documents, local condition and any other matters considered relevant by them before submitting the Bid by paying a visit to the site and sending written queries to the Authority during Pre-Bid Meeting. Bidders are encouraged to submit their respective Bidders after visiting the Authority's office and ascertaining for themselves the availability and condition of passenger traffic, location, applicable laws and regulations, and any other matter considered relevant by them.

3.3. Acknowledgement by Bidder

- a) It shall be deemed that by submitting the Bid, the Bidder has:
 - i) made a complete and careful examination of the Bidding Documents
 - ii) received all relevant information requested from the Authority;
 - iii) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above; and
 - iv) acknowledged that it does not have a Conflict of Interest
 - v) agreed to be bound by the undertakings provided by it under and in terms hereof.
- b) The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

3.4. Cost of Bid

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.5. Bid Currency

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

3.6. RFP Fee

The RFP document fees of INR 59,179/- towards tender processing fee including GST and e-tendering procedure charges should be paid through e-payment on the e-tendering portal. The scanned copies of receipt of RFP Fee and EMD shall also be uploaded along with Technical Bid on website as indicated in the Bidding Schedule. Any bid not accompanied with RFP Fees in the acceptable amount and form will

be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.

3.7. Earnest Money Deposit (EMD) or Bid Security

- a) The Bidder shall furnish separate bid security (also referred to as "Earnest Money Deposit" (EMD) for Captioned work as part of his bid as per the details given below.
 - i) E-payment for an amount of INR 2,62,50,000 (Rupees Two Crores Sixty-Two Lakhs and Fifty Thousand) through the e-tendering portal,
- b) Any Bid not accompanied with valid Earnest Money Deposit in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and Bids of such Bidder shall not be evaluated further.
- c) After the Bid Due Date and within the period of validity of his Bid, the Earnest Money Deposit paid by the Bidder is liable to be forfeited if the Bidder withdraws or amends or impairs or derogates from the Bid in any respect or engages in any fraudulent practices.
- d) No interest will be payable by the Authority on the Earnest Money Deposit.
- e) The Earnest Money Deposit of the Successful Bidder will be returned after the Performance Security is furnished.
- f) If the Successful Bidder fails to furnish the Performance Security as specified in the Bus Operator Agreement, then the Earnest Money Deposit shall be liable to be forfeited by the Authority, in addition to any other actions as per terms and conditions stipulated in the biddocuments.
- g) The Earnest Money deposit of all unsuccessful Bidders will be returned to them at the earliest after expiry of the final Bid validity date & latest by the 30 (thirtieth) day of signing of the Agreement by the Authority, whichever is earlier.
- h) The Bid Security of a Bidder shall be forfeited in the following events:
 - i) If a Bidder withdraws/modifies/changes the proposal during the period of Bid validity; or
 - ii) In the case of a Successful Bidder, if the Bidder fails to sign the Agreement within the stipulated time as specified by the Authority.
 - iii) Successful Bidder fails to furnish the required Performance Security within stipulated time in accordance with RFP terms set forth herein.
 - iv) In case of a fraudulent offer and involved in fraudulent or corrupt practice as per RFP terms.
 - v) In the event, Bidder, after the issue of communication of acceptance of his Bid by Authority, fails/refuses to start/execute the work as herein the Bidder shall be deemed to have abandoned the work/contract and such an act shall amount to and be construed as the Bidder's calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the Bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.
 - vi) In case of occurring any other event as may be specifically stated in the RFP document.

3.8. Bid Validity

- a) Bids shall remain valid for a period of 180 (One Hundred and Eighty) days after the date of opening of Price Bid (the "Bid Validity Period"). The Authority reserves the right to reject a Bid as non-responsive if such Bid is valid for a period of less than Bid Validity Period and Authority shall not be liable to send an intimation of any such rejection to such Bidder.
- b) In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with terms of the Bidding Documents in all respects.

3.9. Schedule of Selection/Bidding Process

As mentioned in the Bidding Schedule.

4. General

4.1. Consortium

Bids are permitted as either (i) Single Bids or (ii) Consortium of a maximum 3 (Three) Bidders led by a Lead Member. All the members of a Consortium must execute and submit Joint Bidding Agreement provided in Annexure 10 of the RFP along with their Technical Bid.

4.2. Number of Bids by Bidder

No Bidder or any of Consortium members shall submit more than 1 (One) Bid pursuant to this RFP. Any Bidder applying individually as a single Bidder or a part of a group of Bidders applying as a Consortium shall not be entitled to submit another Bid either individually or as members of another Consortium, directly or indirectly, as the case may be. If a Bidder submits or participates in more than one Bid in this manner, such Bids shall be disqualified and rejected.

4.3. Rejection of Bid

- a) A Bid is likely to be rejected by the Authority without any further correspondence, as non-responsive, if:
 - i) Technical and/or Price Bid is not submitted online in the manner as prescribed in \ this RFP and is otherwise not in conformity with the terms and provisions of this RFP; or
 - ii) Technical and/or Price Bid is not submitted in the bid-forms annexed in the RFP Document; or
 - iii) Bid Security and RFP Fees does not conform to the provisions set forth in this RFP; or
 - iv) Price Bids which are incomplete or not submitted in accordance with Price Bid format;
 - v) In case of fraudulent Bid and involved in fraudulent and corrupt practice as per Clause 15

- vi) Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid under this RFP will be disqualified.
- vii) Even though the Bidders may meet the eligibility and qualification criteria provided in this RFP, they are subject to be disqualified for any of the following reasons:
 - a) Misleading or false representation in the forms, statements and attachments submitted under this RFP.
 - b) Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
 - c) Bidder is blacklisted/barred by any Government Agency in India or abroad.
- b) Failure of anyone (or more) of the conditions set forth herein above shall result in rejection of Bid.
- c) In addition to the foregoing, in the event a Bidder makes an effort to influence Authority in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.
- d) Bidders may specifically note that while evaluating the Bid, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this contract as well as future Bids/contracts.
- e) Even though the Bidder meet the required eligibility and qualification criteria specified in RFP, it is subject to be disqualified if Bidder or any of its constituent partner/s, director/s have:
 - made misleading or false representation in the forms, statements, and attachments submitted;
 - Been debarred or terminated or blacklisted by Central Govt. organization / State Govt. organization / PMPML / Any Municipal Corporation / ULBs etc.
 - If, any of the directors, partners or the proprietor has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.

4.4. Governing Law and Jurisdiction

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Pune, Maharashtra State in the Republic of India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

5. Documents and Pre-Bid Conference

5.1. Content of the Bidding Documents

This Bidding Documents comprises the tender notice set forth hereinabove and the contents as listed below, and will additionally include any addendum / amendment issued in accordance with tender conditions.

1. Volume I: Request for Proposal
 - a) Disclaimer

- b) Notice Inviting Tenders
 - c) Definition and Abbreviation
 - d) Instructions to Bidders
 - e) Annexure specifying Bid Form / other Formats
2. Volume II: Draft Bus Operator Agreement
 3. Volume III: Technical Specifications
 4. Any modifications/amendments/clarifications/addendum/corrigendum made and issued by Authority in and for this RFP.

5.2. Clarification to RFP Documents

- a) Bidders requiring any clarification on the Bidding Documents may notify the Authority by email at the address provided in the Bidding Schedule. They should send in their queries on or before the date mentioned in the Bidding Schedule specified. The Authority shall endeavor to respond to the queries at short span of time prior to Bid Due Date. The responses of queries will be uploaded on website as indicated in the Bidding Schedule.
- b) The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- c) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

5.3. Pre-Bid Meeting

- a) A Pre-Bid Meeting shall be held on date time and venue specified in Bidding Schedule (the "Pre-Bid Meeting"). Bidders requiring any clarification may send queries on email ID provided in Bidding Schedule. Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- b) Clarifications/responses would be shared by uploading the responses on websites as indicated in the Bidding Schedule in the form of responses/ addendum.
- c) Not sending queries/ asking clarifications shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) and any other documents issued by the Authority shall be legally binding on all the Bidders and shall form part of the Bidding Documents.

5.4. Amendment of Bidding Documents

- a) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Documents by the issuance of addendum/corrigendum.
- b) Any addendum issued hereunder will be in writing and may be uploaded on the Authority's website as indicated in the Bidding Schedule.
- c) In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

6. Evaluation Criteria

All Bids must be considered responsive as described earlier in order to be considered fit to be evaluated. As a first stage of evaluation for responsive Bids, Technical Bids shall be evaluated. In case the Bidder is a consortium then it must meet additional Consortium criteria specified in Clause 6.2 along with Eligibility Criteria and Qualification Criteria specified hereunder. Bidders whose Technical Bids are found to be meeting Eligibility Criteria and Qualification Criteria will progress to the next stage of Price Bid opening.

6.1. Eligibility Criteria

The following Eligibility Criteria shall apply to all Bidders who are bidding as Single Bidder or to all members of a Consortium:

- a) The Bidder or/ and all members who are legally competent to enter into a contract as per prevailing Indian law, and must be either a:
 - (i) Company incorporated under the Companies Act, 1956 (as amended or reenacted or restated, and including the Companies Act, 2013 as notified from time to time), (Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted) Or
 - (ii) Partnership firm registered under The Indian Partnership Act (Copy of registered Partnership Deed should be submitted) Or
 - (iii) registered proprietary firm in India (Copy of sales tax/GST registration, EPF registration, Shop registration certificate, as may be applicable, should be submitted). Foreign Electric Bus Manufacturers constituted under respective foreign law not having a registered office in India are allowed to participate in the Bidding Process as single Bidder or Lead Member of the consortium with a condition that the concerned Bidder will get it registered within 3 (Three) months from the opening of the Price Bid failing which, the EMD will be forfeited and the firm shall be blacklisted.
- b) The Bidder/s or its parent/subsidiary/sister concern from which it seeks to obtain credit for meeting Qualification Criteria specified in the RFP shall not have been blacklisted by any Government Agency or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad on the Bid Due Date. In this regard, a Self-Attested Anti blacklisting certificate is required to be provided as per the format prescribed in Annexures.
- c) The Services of Bidder should not have been terminated by Authority or any other Government/Semi-Government or Public Authority or Public Institution in India or abroad, before the completion of respective Contract Period for which it has executed the Project or

- in process of execution of such project, on account of its poor performance, delay or abandonment of work by the Bidder. If such instance(s) shall be found by Authority during the Bidding Process or period thereafter, then Authority at its sole discretion may reject the Bid or terminate the Agreement. The Authority at its sole discretion may reject the Bid or terminate the Agreement in respect of the bidder whose cases are pending in litigation.
- d) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Conflict of Interest is specified / defined in Clause 16.
 - e) Consortium is permitted to participate in Bidding Process. Maximum number of consortium members is limited to 3 (three) members including a Lead Member (the "Lead Member") and Consortium Partners and, with respective qualifications and role as provided for in Clause no.6.2. All members of the Consortium shall be jointly and severally responsible towards fulfilment of all terms and conditions provided in the Bidding Documents.
 - f) Only the Bids of the Bidder meeting above Eligibility Criteria shall be considered for assessment of next stage of assessment of Qualification Criteria.

6.2. Bidding Conditions for Single Bidder and Consortium

Bids may be presented by Single Bidder or by Consortium. Following conditions are prescribed for bidding by Single Bidder and by Consortium:

- a) If the Bid is by a Single Bidder, the Bidder should be an Electric Bus Manufacturer registered under the Fame Scheme (Original Equipment Manufacturer for Electric Buses shortly called "OEM" henceforth) or a Aggregator or a Bus Operator who is meeting the prescribed Qualification Criteria for the respective entities and submitting the necessary evidences for the same. In case of a Consortium, the Consortium must mandatorily include one OEM Member and one Bus Operator member meeting respective qualifications for these entities. The third consortium member may be either a Bus Operator or a Financer (Aggregator). OEM or Bus Operator can be the Lead Member of the consortium. The Bid must be submitted by the Lead Member of the Consortium. OEM/Bus Operator/Aggregator can be the Lead Member. The Bid should be submitted by the Lead Member of the Consortium.
- b) If Bus Operator or Aggregator is single Bidder then such Bidders' shall submit Manufacturer Authorisation Form (MAF) from an OEM duly meeting the Qualification Criteria specified in this RFP in their Technical Bid. All other documents required as per this RFP need to be submitted by such Bidders'.
- c) Sub-contracting specific tasks by Single Bidder/Consortium to experienced/qualified subcontractors with prior permission of the Authority is not restricted. However, Single Bidder/each member of Consortium shall be completely responsible for all aspects of the Project. Agreements executed by the Operator with subcontractors shall be deemed to be part of the Bus Operator Agreement.
- d) Any replacement in the non-lead Consortium member shall be permitted after one year of operations only, provided the replaced non-lead member possesses qualifying credentials required of a non-lead member having similar role. The exercise will need prior approval of the Authority. Exit of Lead Member from any Consortium shall not be permitted at any

- stage. Bidders bidding as Consortiums must clearly identify their respective roles in the Consortium Agreement.
- e) The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each Consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
 - f) Aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required by the Bidder shall be permitted. For the purpose hereof, the word "Associate" shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e. Parent) or is controlled by the Bidder (i.e. subsidiary), or is under the common control with the Bidder (i.e. sister concern). As used here, the expression "control" means, with respect to bidding firm which is a company, the ownership of common shareholders, directly or indirectly (i.e. together with one or more of its subsidiaries/Holding companies), of at least 50% of the voting shares/shareholding of the firm. As used here, the expression "control" means, with respect to bidding firm which is a partnership, the rights of common partners to at least 50% of the profits of the firm in question.

6.3. Qualification Criteria for Bidders

Qualification criteria pertaining to each of the three parties envisaged above are presented below:

- a) **OEM Qualifications Criteria**
 - i) The Bidder shall be a registered Bus Manufacturer registered with DHI under the Fame Scheme and having experience of manufacturing and delivery of at least **25 (Twenty Five) Electric or 80 (Eighty) Diesel / CNG buses** during a period starting from 01 April 2015 to 31 March 2020 in India or overseas.
 - ii) OEM shall have a Minimum Average Annual Sales Turnover (MAAT) during Financial Years FY2017-18, FY2018-19, FY2019-20 more than INR 100.00 (One Hundred) Crores. OEM shall also have Positive Net Worth during Financial Years FY2017-18, FY2018-19, FY2019-20. OEM shall submit the Certificate of Chartered Accountant as per the Annexure attached, in this regard.

In support of Clause 6.3, a, i and 6.3, a, ii above the Bidder has to submit following documentary evidence:

- License to manufacture buses and evidence of bus manufacturing facilities.
- Certificate of registration under the Fame Scheme.
- Details of at least 25 Electric OR 80 Diesel / CNG Buses manufactured and supplied in terms of number, year of supply and names of customers to whom supplied.
- Work Orders/Supply Orders and Copy of Agreement executed with Client
- Statement from the Chartered Accountant as prescribed in the Annexures certifying/ specifying MAAT and Net Worth of the Bidder conforming to the requirements of this RFP.

b) Aggregator's Qualification Criteria

- i) The Aggregator member shall have a Minimum Average Annual Turnover (MAAT) of INR 20(Twenty) Crores during Financial Years FY2017-18, FY2018-19, FY2019-20 as per Auditor's certificate.

Documentary evidences:

- Statement from the Chartered Accountant as prescribed in the Annexure certifying/ specifying MAAT of the Bidder conforms to the provisions of this RFP.

c) Bus Operator Qualifications Criteria

- i) The Bus Fleet Operator shall have executed/undertaken Project reference of minimum operation of 25 (Twenty Five) electric buses or 150 (One Hundred and Fifty) diesel/CNG/alternate fuel/hybrid buses in single order in any part of India or abroad for atleast one year during a period starting from 01 April 2015 to 31 March 2020. The Bidder shall upload the documentary evidence in support of the same in the form of Work Orders and Satisfaction Certificates from the Client.

- ii) Operational Experience must include planning, managing and monitoring of day to day bus/passenger vehicle operations and/or maintenance. Such experience must be demonstrated through an explicit contract/concessionaire Agreement of operations with a public sector entity/Government or semi Government Department or a private sector organization of repute and which has been in successful operation for a period on at least one year.

- iii) The Bus Operator member shall have a Minimum Average Annual Turnover (MAAT) of INR 35 (Thirty-Five) Crores during Financial Years FY2017-18, FY2018-19, FY2019-20 as per Auditor's certificate.

Documentary evidences:

- Statement from the chartered accountant as prescribed in the Annexure certifying/ specifying MAAT of the Bidder conforms to the provisions of this RFP.
- Client certificates/Copy of Agreement executed with Client

7. Preparation and Submission of Technical Bid and Price Bid**7.1 Language of Bid**

The Technical Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Technical Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event there is a conflict in the numerical and word format of the number, the number provided in words shall prevail.

7.2 Format and Signing of Bid

- a) The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- b) The uploaded Bid shall be signed by the authorized signatory of the Bidder on each page. In case of a Consortium, this signature shall be of the authorized signatory which shall bind the Bidder to the Contract. The signed pages shall be scanned and uploaded at designated place. 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 Bid shall be initialed by the person(s) signing the Bid. Each page of the Bid must be numbered at the right hand top corner.
- c) The Bid must be properly signed by the authorized signatory (the "Authorized Signatory") as detailed below:
 - 1) by the proprietor, in case Bidder is a proprietary firm; or
 - 2) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a corporation or a Partnership firm.
- d) In case of the Bidder Being Company incorporated under Indian Companies Act 1956, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.
- e) In case of a Consortium, all members of the Consortium must issue a joint Power of Attorney nominating Authorized Signatory of the Lead Member to sign on behalf of the Consortium.
- f) All prices and other information having a bearing on the price shall be written both in figures and words in the prescribed Proposal form. In case of discrepancy, the price given in words shall be considered.

7.3. Sealing and Marking of Technical Bids

- a) The Bidders shall submit Technical Bid and Price Bid online at designated space on website as indicated in the Bidding Schedule

S. no.	Submission	Format as per Annexure	Signed and original scanned copies of Documents to be uploaded online
1.	RFP Fees and EMD	Clauses 3.6 and 3.7	RFP Fees and EMD as per Clauses 3.6 and 3.7 Scanned copies to be uploaded online along with the Technical Bid.
2.	Technical Bid		
	Submission of Technical Bid	Annexure 1 to 10	Technical Bid. <ul style="list-style-type: none"> Copies of RFP and Addendum, if any, signed sealed by the

		<p>authorised signatory.</p> <ul style="list-style-type: none"> • Cover letter as per Annexure 1. • General Information of Bidder as per Annexure 2 along with Bidder's constituting documents such as MOA, AOA, Certificate of Incorporation, Sales tax/GST registration, Partnership deed as may be applicable. For Bidders bidding as Consortium, such information may be furnished for each member of the Consortium. • Financial capability statement as per Annexure 3 along with Audited Annual accounts for financial years (FY2017-18, FY2018-19, FY2019-20) and any other document. For Bidders bidding as Consortium, such information may be furnished for each member of the Consortium as applicable. • Bus operations experience as per Annexure 4 along with documentary operational experience. • Bus manufacturing experience as per Annexure 5. • No blacklisting certificate as per Annexure 6. • Statement of deviation in Annexure 7. • Authorisation in terms of Power of attorney/Board or Partner Resolution as per Annexure 8. • PoA for Lead Member of Consortium - Annexure 9. (For Consortia only) • Joint Bidding Agreement for Consortia – Annexure 10. (For Consortia only) • Certificate of registration of OEM under the Fame Scheme • Bus specifications & Battery specifications as per Volume III.
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			<ul style="list-style-type: none"> • Bus Type Approval Certificate including Homologation Certificate by authorized test agencies approved under CMV Rule 126 to be submitted by Bidder in his Technical Bid.. • Any certification it has obtained for its vehicles or parts, which has been tested at authorized test agencies under CMV Rule 126 or any test agency approved by Govt. of India. • Any other documents required as per the RFP.
3.	Price Bid		
	Price Bid	Annexure 11	To be submitted online only

- b) A hard copy of the Technical Bid documents uploaded shall be submitted in sealed envelope to PMPML as specified in the Bidding Schedule.
- c) Following shall be superscripted on the Physical Submission: Request for Proposal (RFP) document for **SELECTION OF BUS OPERATOR FOR SUPPLY, OPERATION & MAINTENANCE OF 150 NOS. OF 12 M AC BRT COMPLIANT ELECTRIC BUSES AND DEVELOPMENT OF ALLIED INFRASTRUCTURE ON GROSS COST CONTRACT BASIS UNDER THE FAME INDIA SCHEME PHASE-II.– Physical Submission.** Physical Submission may be made by Speed Post/ RPAD/Hand Delivery/Courier. Authority shall not be responsible for and shall not take any cognizance of delay/loss in transit.
- d) All the original documents to be uploaded as part of Technical Bid shall be colour scanned. All stampings etc. shall be displayed clearly. The documents shall be scanned in JPEG or any other data light but visible formats available.

7.4 Due Date of Bid Submission

- a) The last date and time of submission of the Technical Bid and Price Bid ("Bid Due Date") is specified in table given in Bidding Schedule.
- b) The Authority may, in its sole discretion, extend the Bid Due Date by issuing an addendum uniformly for all Bidders. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Due Date of Submission shall be notified to the Bidders by dissemination of requisite information in this behalf in writing either by uploading on Authority website as indicated in the Bidding Schedule as Addenda.

7.5. Late Bids

- a) Bids of the Bidders not able to make the online submissions on Bid Due Date shall be summarily rejected.
- b) Bids of Bidders who make any physical submission apart from that specified in Clause 7.3c shall be summarily rejected.
- c) Authority shall not be responsible for any non-receipt / non-submission of any Bid / any documents owing to any technical issue at online web portal. The Bidders are requested to make online submission well in advance.

7.6. Modification and Withdrawal of Bids

- a) Bids shall not be allowed to modify any part of its Bid after the Bid Due Date.
- b) In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that authority receives written notice of such withdrawal before the expiration of the Bid Due Date.
- c) The Bidder may modify, substitute or withdraw its Technical Bid and Price Bid after online submission, prior to the Bid Due Date.
- d) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

8. Evaluation Process

8.1. Opening of Technical Bid

- a) The Authority shall open online the Technical Bids received to this RFP, at time and date specified in the RFP, at the place specified in RFP and in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bid opening process.
- b) The Bids for which the Price Bid is not submitted online shall be considered non-responsive and shall not be opened.
- c) Bids for which a notice of withdrawal has been submitted in accordance with RFP shall not be opened.
- d) The Bidder's names, the presence or absence of requisite RFP Fees, EMD and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Bid
- e) The Authority will subsequently examine and evaluate Bid in accordance with the provisions set out hereunder in this RFP.

8.2. Evaluation of Technical Bid

The Bidders shall be required to upload scanned copies of documents as listed in this RFP document along with supporting documents. The Authority shall examine and evaluate the Bid as per the evaluation steps specified below.

- a) Test of Responsiveness for RFP Fee, timely and proper submission

- 1) Prior to evaluation of Technical Bid, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - i) The Technical and Price Bids are submitted online properly.
 - ii) Technical Bid is accompanied with RFP Fee and EMD amount as specified in RFP.
 - iii) Physical submission of RFP fee and EMD is made within specified timeline and in valid format matching with online submission.
 - iv) The Bid is received by Bid Due Date including any extension thereof pursuant hereto;
 - v) It contains all the information (completed in all aspects as requested in this RFP and/or Bid documents (in formats same as those specified in the RFP);
 - vi) It does not contain any conditionality or qualification; and
 - vii) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
 - 2) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
 - 3) Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.
- b) Assessment of Eligibility Criteria
- 1) The Authority shall examine and evaluate the eligibility of each Bid upon determining its responsiveness as per Sub Clause (a) above.
 - 2) The Bidder must meet Eligibility Criteria specified in the RFP and have uploaded all scanned copies of all documents in order to qualify for next stage of assessment.
 - 3) Assessment of Qualification Criteria of only those Bidders shall be carried out whose Bids are meeting Eligibility Criteria and uploaded scanned copies of all required documents pursuant to Sub Clause (2) above.
- c) Assessment of Qualification Criteria
- 1) The Authority shall examine and evaluate the qualification of each Bid upon determining its eligibility as per Sub Clause (b) above.
 - 2) The Bidder must meet Qualification Criteria as specified in the RFP in order to qualify for Price Bid Opening Stage.
 - 3) The Technical Bid of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria shall be declared Technically Qualified Bids (the "Technically Qualified Bidder").
 - 4) In case the Bidder is not able to submit the documents required to demonstrate capability of the Bus procurement as provided in the Bidding Documents and/or the Bidder is not able to satisfy the Authority with regards to clarifications/information/confirmations sought from the Bus Operator, the Authority,

at its sole discretion, can consider such Bids ineligible for next stage of opening of Price Bid.

- 5) Price Bids of the Bidders only those who are declared as Technically Qualified Bidders shall be opened.

8.3. Opening of Price Bids

- a) After the evaluation of Technical Bids has been completed, shall open the Price Bids of only those Bidders whose Bid determined to be responsive, meeting Eligibility Criteria and Qualification Criteria and submitted all required documents as per the requirement of RFP. Decision of Authority in this regard will be final. Price Bids of those Bidders whose Technical Bid (not meeting Eligibility and/or Qualification Criteria and/not submitted required RFP Fee and/or Bid Security) shall stand rejected and shall not be opened.
- b) Price Bids shall be opened online, in the presence of Bidders' representatives who choose to attend the Price Bid opening on such date and time which shall be communicated to the Bidders whose Technical Bid are accepted. The Bidder's representatives who are present at such opening of Price Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, etc. will be announced at such opening.

8.4. Clarification of Bids and Request for additional/ missing information

During evaluation of Bids, Authority may, at its discretion, ask the Bidder for a clarification or to submit additional or missing information to his Bid. The request for clarification or submission of information and the response shall be in writing. If the response from the bidder is not received by Authority before the expiration of the deadline prescribed in the written request, Authority reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

8.5. Evaluation of Price Bid and Award

- a) Price Bid of only those Bidders meeting requirement shall be opened online.
- b) Bidders are required to quote per PK Fee as per indicative Price Bid format specified in Annexure 11 in respect of cost payable to such Bidder by Authority towards Procurement, operation and maintenance of each type of Bus along with allied civil & electrical infrastructure. All prices shall be in Indian Rupees. The lowest PK Fee in respect of corresponding categories of Buses is the sole criteria after the determination/declaration of Eligibility and Qualification for determination of Successful Bidder ("Successful Bidder"). Authority may hold further negotiation with the preferred Bidder before the assignment of Letter of Acceptance.
- c) In case of the Bid of the Successful Bidder (i.e. Lowest Bidder) is found seriously unbalanced by Authority in relation to the market rate or its internal estimate or Good Industry Practice, the Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the Preferred Bidder and/or all Bidders to demonstrate the internal consistency of those prices.

“Market Rate” shall mean prevailing Per Km rate for the Urban/ BRTS buses with similar quality and specifications anywhere in India.

“Internal Estimate” shall mean per km rate prepared by Authority through its internal estimates.

“Good Industry Practice” shall mean the use of cost that would reasonably and ordinarily be expected from a skilled and experienced Bus Operator engaged in City Bus Operations anywhere in India.

- d) In case of the Price Bid of the Successful Bidder, which is unrealistically lower or unrealistically higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the Bidder, may be rejected as non-responsive.
- e) Any Change in controlling stake shall be deemed as a change in ownership structure. Any changes in the ownership structure of the Operator shall be allowed only after prior approval of Authority.
- f) The Authority retains right to negotiate with the Bidder whose bid has been adjudged to be most preferred Bid according to the bidding provisions. The Authority however does not bind itself to accept the most preferred bid before or after the negotiations and it reserves the right to accept or reject any Bid, in whole or in part.
- g) The Authority, after negotiation and verification of original documents, shall declare the appointment of the Successful Bidder if it's Bid is most favorable as per the Clause 8.5 d) and shall enter into Bus Operator Agreement with the Successful Bidder(s). The Successful Bidder(s) is required to open the project office in Pune and adequately trained and qualified manpower should be deployed for this project.

9. Notification of Award

- a) Within 15 (Fifteen) days of opening of Price Bid, the Authority will notify the Successful bidder to be confirmed in writing by registered/speed post/email that his Bid has been accepted. This letter (hereinafter called 'Letter of Award') shall name the sum (i.e. PK Fee) which the Authority will pay to the Operator in consideration of operation and maintenance services as per terms of Contract. The Letter of Award (LOA) shall also specify likely Bus Deployment/Delivery Schedule.
- b) The notification of award through LOA will constitute the formation of the contract which shall be formalized and detailed further through the Bus Operator Agreement as executed by the parties.
- c) The Letter of Acceptance (dispatched through 'Speed Post/ Regd. post/Fax/courier/email by hand shall constitute the formation of the Contract.
- d) After negotiation, prior to the expiry of the period of Bid Validity Period, the Authority shall notify the Preferred Bidder, by issuance of a Letter of Award (the "LOA"), in duplicate, and the Preferred Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Preferred Bidder as Damages on account of its failure to acknowledge the

LOA, and the next eligible Proposer may be considered. The Letter of Award shall stipulate the sum of quoted fee and performance security which the Service Provider shall pay/furnish to the Authority.

10. Performance Security

- a) The Successful Bidders shall furnish Performance Security in the form of Bank Guarantee (As per format provided in the Annexure 12) in favor of "Pune Mahanagar Parivahan Mahamandal Limited." payable at Pune on the date of signing of the Bus Operator Agreement as detailed below. The Bank Guarantee of Performance Security should be on any nationalized bank. The Successful Bidder shall be required to furnish additional performance security, in proportion to the additional quantity of buses ordered by the Authority, with pursuant to the provisions of the RFP. All charges, fees, costs and expense for providing the Performance Security deposit in the form of Bank Guarantee shall be borne and paid by the Operator.

Type of Bus	Performance Security Amount	Due date for Submission of Bank Guarantee
12m BRT Compliant Electric AC Buses	INR 7,87,50,000/- (Rupees Seven Crores Eighty Seven Lakhs and Fifty Thousand)	15 days from date of "Letter of Award"

- b) If the Bidder, fails to furnish the same, it shall be lawful for Authority to forfeit the EMD and cancel the contract or any part thereof.
- c) Authority shall be entitled to forfeit the amount of the Performance security in whole or in part in the event of any default, failure or neglect on the part of the Operator in the fulfillment or performance and obligation in all respects of the Agreement as per the provision set forth in the Agreement. The Performance Security shall not carry any interest.
- d) If the contract is terminated for reasons other than which can be attributable to the Operator, the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Operator under this contract, be duly discharged and released to the Operator.
- e) The Performance Security shall remain in full force and effect during the Contract period and 180 (one hundred and eighty) days thereof that would be taken for satisfactory performance and fulfillment in all respects of the contract. On the performance and completion of the contract in all respects, the Performance Security will be returned to the Operator without any interest.

11. Signing of Bus Operator Agreement

- a) The Successful Bidder(s) would be required to execute the Bus Operator Agreement, with such terms and conditions as specified in Volume II: Draft Bus Operator Agreement of the RFP and any additional terms may be considered necessary by the Authority at the time of

finalization of the Bus Provider 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 Agreement.

- b) The signing of the Bus Operator Agreement shall be completed within reasonable time of the issuance of the Letter of Acceptance to the Successful Bidder

11.1. Expenses for the Bus Operator Agreement

Any and all incidental expenses of execution of the Bus Operator Agreement shall be borne by the Successful Bidder.

11.2. Annulment of Award

Failure of the Successful Bidder(s) to submission of Performance Security as per RFP terms and any other requirements and /or the provisions of the Bus Operator Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

11.3. Failure to abide by the Bus Operator Agreement

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

11.4. Amount to be Recovered for Incomplete Tenure

If during the period the contract remains in force the Chairman & Managing Director has reasons to be dissatisfied with the execution of contract and/or the performance of the Operator, the Chairman & Managing Director or the officer appointed by the Chairman & Managing Director may by notice in writing call upon the Operator to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Operator fails for a period of 15 (Fifteen) days after the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Chairman & Managing Director, then the Chairman & Managing Director or the Officer appointed by him shall serve a further 7 (Seven) days' notice to the Operator in writing and on failure of the Operator to follow the orders in said notice and notwithstanding anything contained in the agreement to the contrary, the Chairman & Managing Director shall have a right to terminate the contract by giving the Operator a final 48 (Forty-eight) hours' notice in writing and the contract shall on expiry of the said notice period stand terminated without prejudice to the right of the Chairman & Managing Director to forfeit the Security Deposit-cum-Performance Guarantee provided for the contract. Chairman & Managing Director also, for any other genuine/bonafide reasons, in the interest of the Authority, may terminate the contract and may forfeit the Security Deposit.

If on the other hand, if the Operator desires to terminate the contract for any reason whatsoever, the Operator shall give a written notice of not less than **3(three) calendar months** to the Chairman &

Managing Director, or the officer appointed by him/her in this behalf, of his/her intention to terminate the contract.

During the above notice period, the Operator shall continue to run the buses on the same terms and conditions without any default whatsoever. In this event, the Chairman & Managing Director shall have a right to forfeit 50% of the security deposit. In case, no notice as above is given by the Operator or he fails to operate buses during the notice period, the Chairman & Managing Director shall have a right to forfeit the entire Security Deposit-cum-Performance Guarantee.

In addition to the above, after the termination of contract, the amount as indicated below + 10 (ten)% Administrative charges will be recovered from the Bank Guarantee submitted by the Operator against the subsidy amount released before returning the balance amount and the Operator will be allowed to remove his entire fleet from the depot premises except charging infrastructure installed in the PMPML premises.

Thus the recovery will be as follows:

$$\frac{(\text{Amount of subsidy transferred by the PMPML} \times \text{No. of months balance to complete the contract})}{120}$$

Additional 10% of this amount will also be deducted towards Administrative charges.

12. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/representatives on matters related to the Bids under consideration.

13. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

14. Site Visit and Verification of Information

Bidders are encouraged to submit their respective Bids after visiting the Authority's office and ascertaining for themselves the availability and condition of passenger traffic, location, availability of

power, fare and its sensitivity, applicable laws and regulations, and any other matter considered relevant by them. It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the Bid or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause hereinabove necessary and required for submitting an informed Bid, execution of the contract in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to RFP provision hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Bus Operator Agreement by the Operator;
- f) acknowledged that it does not have a Conflict of Interest; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.
- h) The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

15. Fraudulent and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Bid without being liable in any manner whatsoever to the Applicant if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process
- b) Without prejudice to the rights of the Authority under Clause (a) hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or

employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- ii) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- iv) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

16. Conflict of Interest

A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding of at least 25 (twenty five)% holding of equity/profit sharing in another company/firm, or in each other.

- A. The Bidder, its Member (or any constituent thereof) and any other Bidder, its Member (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows.
 - 1) If Bidder is a Company: In such case, the Bidder (including its Member or any shareholder thereof of Bidder) possessing over 25 (twenty five)% of the paid up and subscribed capital in its own company, Member as the case may be, also holds:
 - a) more than 25 (twenty five)% of the paid up and subscribed equity capital in the other Bidder, its Member, its Member is Company; and/or
 - b) more than 25 (twenty five)% of profit sharing in other Bidder, its Member such other Bidder, its Member is a Partnership firm. and/or
 - c) Other Bidder, its Member which is a Proprietorship Firm.

- 2) If Bidder is a Partnership Firm: In such case, the Bidder or its Partners having a profit sharing of more than 25 (twenty five)% of such Bidder or its Partners as the case may be also holds;
 - a) more than 25 (twenty five)% of the paid up and subscribed equity capital in the other Bidder, its Member of such other Bidder, its Member is Company; and/or
 - b) more than 25 (twenty five)% of profit sharing in other Bidder, its Member such other Bidder, its Member is a Partnership firm. and/or
 - c) Other Bidder, its Member which is a Proprietorship Firm.
- 3) If Bidder is a Proprietorship Firm: In such case, the Bidder or its Proprietor of such Bidder or its Proprietor as the case may be also holds;
 - a) more than 25 (twenty five)% of the paid up and subscribed equity capital in the other Bidder, its Member of such other Bidder, its Member is Company; and/or
 - b) more than 25 (twenty five)% of profit sharing in other Bidder, its Member of such other Bidder, its Member is a Partnership firm. and/or
 - c) Other Bidder, its Member which is a Proprietorship Firm.

It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956.

- B. a constituent of such Bidders is also a constituent of another Bidders; or.
- C. such Bidders receives or has received any direct or indirect subsidy from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- D. such Bidders has the same legal representative for purposes of this Bid as any other Bidders; or such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders.

17. Miscellaneous

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Pune shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - i) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - ii) Consult with any Bidder in order to receive clarification or further information;
 - iii) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related

to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

18. Liquidated Damages for delay in supply of fully built Contracted Buses

- 18.1. If the Operator fails to complete the supply of Contracted Buses within the delivery schedule specified in the Clause 2 above and if the Operators is not able to cure such default (delay in buses) within the prescribed Delivery Schedule, the Authority shall, without prejudice to other remedies available to it, levy/deduct pre-estimated liquidated damages @ INR 10000/- (Rupees Ten Thousand only), per Bus per day of delay.
- 18.2. The amount of pre-estimated liquidated damages to be charged under this Clause shall not exceed INR 15 (fifteen) lakhs per Bus.
- 18.3. In the event of the delivery of Contracted Buses is delayed beyond the stipulated Delivery Schedule as per Clause 2 and within the period of additional 90 (ninety) days after expiry of the Delivery Schedule, the Authority at its discretion may not accept delivery of number of delayed Contracted Buses beyond above mentioned time period unless such occurrence (delay in bus) is not attributable to Force Majeure Events.

ANNEXURES

Annexure 1

Cover Letter

{On Bidder's letterhead/ Lead Member in case Bidder is a Consortium}
(Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures.)

Dated:

To
The Chairman & Managing Director
Pune Mahanagar Parivahan Mahamandal Limited
PMPML Building
Shankar Sheth Road, Swargate
Pune – 411042

Subject: Submission of Bid for “Selection of Bus Operator for Supply, Operation & Maintenance of 150 Nos. of 12 m AC BRT compliant Electric Buses and Development of Allied Infrastructure On Gross Cost Contract basis under the Fame India Scheme Phase-II.

Dear Sir/Madam,

1. Having examined all the terms and conditions mentioned in the Bidding Documents , we undersigned, hereby submit our Bid for the aforesaid project. Our Bid is unconditional and unqualified.
2. We are bidding as Consortium. The names of our Consortium Members are as follows:
(Please provide names) [Strike off if not applicable]

OR

We are bidding as single Bidder.

3. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for pre-qualification of the Bidder for the aforesaid project, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate our Bid.

5. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
7. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of the Bidding Documents, we shall intimate the Authority of the same immediately.
8. We hereby undertake that we have examined and familiarized ourselves fully about the nature of Project, all instructions, forms, terms and conditions of Bidding Documents, local condition and any other matters considered relevant by paying a visit(s) to the site(s). We also undertake that we have ascertained the availability and condition of passenger traffic, location, working conditions, applicable laws and regulations, and any other matter considered relevant by them.
9. We hereby undertake that we have
 - i. made a complete and careful examination of the Bidding Documents
 - ii. received all relevant information requested from the Authority;
 - iii. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above; and
 - iv. acknowledged that it does not have a Conflict of Interest
 - v. agreed to be bound by the undertakings provided by it under and in terms hereof.
10. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder(s), or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
12. We agree and undertake to abide by all the terms and conditions of the Volumes I, II and III of the Bidding Documents.

13. In the event we are selected to supply/deploy electric buses, we undertake to ensure that at the time of supply of buses, all the buses would satisfy minimum technical eligibility criteria notified under FAME India Scheme Phase II and also should satisfy the Phased Manufacturing Programme (Localisation) as notified by DHI from time to time.

For and on behalf of

Signature of Authorized Signatory of Bidder

:

Name :

Designation :

Bidding Organization / Lead Member:

Date :

Place :

Round Stamp/Seal

Name of Non lead member organization in case it is a consortium:

Annexure 2

General Information of Bidder

{On Bidder's letterhead} *[All Consortium members should provide in case Bidder is a Consortium]*

- (1) Bidders name and contact details.
 - Name of the Bidder Organization:
 - Nature of Entity (company /partnership/Proprietorship, etc.):
 - Address of Registered Office:
 - Phone and E-mail:
 - Main Line of Business with experience:
 - Details of top ten shareholders / partners along with their share (if information of this nature is not already present in Annual Reports shared)
- (2) Bus Manufacturer related Documents
 - Registration Certificate of Factory and License for manufacturing of Buses
 - Evidence of bus manufacturing facilities
 - Quality Certificate (from reputed/ recognized Firm) - Certificate No. - Date of Validity
 - Details of Safety Critical Items with their Type Approval Certificate No. and Date (wherever applicable)
 - Certificate for registration under the Fame Scheme
 - Quality Management System Certification (e.g. ISO: 9001-2000)
 - Quality System Certification (e.g. ISO: 16949-1999)
 - Environment Management Certification(ISO:14001-1996)
 - ARAI accreditation,
 - ESIC and Employee Provident fund-EPF registration number and Capabilities/Preparedness may be verified through Site visit.

- (3) Technology Partner related Documents
- Registration Certificate of Factory and License for manufacturing of Batteries/Electric System
 - Quality System Certification
 - Environment Management Certification
- (4) Copy of the Registration of the Bidder (Certificate of Incorporation, Memorandum of Article, Article of Association, Partnership Deed, GST Registration copy, Shops and Establishment Dept. Certificate, etc. as may be applicable) (to be attached separately).

Signature of Authorized Signatory of Bidder

Annexure 3

Format for Certification for Minimum Average Annual Turnover (MAAT) from Chartered Accountant

{On Statutory Auditor's letterhead}

[In case of Consortium, all members should provide MAAT Certificate]

This is to certify that the Minimum Annual Average Turnover (MAAT) furnished by M/s. _____ as detailed below and as furnished in the enclosed statement of accounts, is verified by us and found correct.

Financial Year	Turnover
FY 2019-20	INR Crores
FY 2018-19	INR Crores
FY 2017-18	INR Crores

(Signature of the Chartered Accountant)

Name :

Designation :

Membership Number:

Date:

Company Seal:

Business Address:

Annexure 3A

Format for Certification for Net Worth from Chartered Accountant

{On Statutory Auditor's letterhead}

[In case of Consortium, all members should provide Net Worth Certificate]

Date:

To

The Chairman & Managing Director
Pune Mahanagar Parivahan Mahamandal Limited
PMPML Building
Shankar Sheth Road, Swargate
Pune – 411042

Dear Sir/Madam,

We have examined the books of accounts and other relevant records of <<Bidder/consortium Partner Name along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover for FY 2017-18, 2018-19 and 2019-20 as per details given below:

Information from Balance Sheets (in INR)			
Financial Year	2017-18	2018-19	2019-20
Networth			

(Signature of the Chartered Accountant)

Name :

Designation :

Membership Number:

Date:

Company Seal:

Business Address:

Annexure 4**Undertaking for Bus Ownership or Operational Experience**

{On Bidder's letterhead}

[[Bus Operator either as part of Consortium shall provide experience statement and evidences. If Other Members of Consortium may also provide experience statement and evidence if it has relevant Bus Operation/Ownership Experience]

I hereby declare that our company/firm has experience of operation of following no of Buses through ownership or contractual right.

1. For Operation experience for required no of Buses

No. of Buses operated though contract by the bidder	
Details to be submitted in the table.	
1.	No. of buses contracted
2.	Contract period
3.	Contract date and number
4.	Name of the client

1. The copy of contract document/Letter of Award / Letter of Intent
2. Certificate from the client for respective contract
3. In case operation contract is held in partnership/JV/Consortium, the JV/Consortium agreement copy specifying the share of each partner in the JV must be submitted.

Signature of Authorized Signatory of Bidder

Annexure 5**Bus Manufacturing Experience**

S.No.	Contract placed by (full name & Address of Authority)	ContractNo. & Date	Description and Quantity of Buses Ordered	Date of Completion of Delivery (as per Contract)	Documentary evidences (Purchase Order/ Letter of Award / Bus or Chassis Purchase Agreement / Work Completion certificate) *
1	2	3	4	6	7

*: Copy of the documentary evidences, signed by the Authorised Signatory shall be duly attached.

SIGNATURE AND SEAL OF THE BIDDER&BUS MANUFACTURER

Annexure 6

No Blacklisting Certificate

{Notarization is required}

Format of self certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted
(On a Stamp Paper of relevant value)

[All Consortium Member should provide in case Bidder is a
Consortium]

No Blacklisting Certificate

M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s or our firm as well as our Consortium member) as defined in RFP are not barred by Government of Maharashtra (GoM) / any other entity of GoM or blacklisted by any state government or central government / department / Local Government agency in India or similar agencies from foreign countries from participating in Project/s, either individually or as member of a Consortium for last one year from (Bid Due Date)

We further confirm that we are aware that our Bid for the captioned Project 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 the Bidding Process or thereafter during the agreement period. Dated this

.....Day of, (Year).

Name of the Bidder

Signature of Authorized Signatory of Bidder

Name of the Authorized Person

Annexure 7**Statement of Deviation from Technical Specifications**

We hereby state the deviations from the Bus Technical Specifications in our offer. We understand that the Authority has the right to discuss these deviations with us before finalization of Technical Bid and before final award. We understand and accept that in the event of material deviation, our Bid is likely to be rejected.

Sr. No.	Technical Specification Clause Reference and Provision.	Deviation proposed	Rationale thereof

Signature of Authorized Signatory and Seal of the Bidder

Annexure 8

Format of Power of Attorney for Authorized Signatory to Bid

(Applicable in case of bid not being signed by the person directly authorized by Board of the firm. In the latter case, please provide a copy of the relevant Board Resolution/Partner Resolution signed by Company Secretary/Director/Partner authorizing the Signatory)

{On Requisite Stamp Paper}

[All Consortium Member should provide in case Bidder is a Consortium]

KNOW ALL MEN by these presents that we, [name of the Company/partnership firm], a company incorporated under the Companies Act 1956/2013, / Firm having partnership deed as per partnership act and having its Registered Office/office at [Address of the Company/partnership firm] (hereinafter referred to as "Company/firm"):

WHEREAS in response to the Request for Proposal (RFP) for Selection of Bus Operator for Procurement, Operation and Maintenance of AC Fully Built Pure Electric Buses on Gross Cost Contract Basis of 150 numbers 12 m BRT Compliant AC ELECTRIC Buses on Gross Cost Contract basis for PMPML Project for Pune Metropolitan Region, ("Project"), as per the Scope of Work specified in RFP, the Company/ firm is submitting Bid Comprising Technical Bid and Financial Bid for the project, and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. son of resident of _____, holding the post of as the Attorney of the Company/firm.

NOW KNOW WE ALL BY THESE PRESENTS, THAT [name of the company/firm] do hereby nominate, constitute and appoint.....[name & designation of the person].....as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/ firm in its name and on its behalf, that is to say :

To act as the Company's/firm's official representative for submitting the Bid Comprising Technical and Price Bid for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, Bids, representations and correspondence necessary and proper for the purpose aforesaid;

To RFP/bid documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;

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.

The common seal of [name of the company/Partnership firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on

___ Day of -----, 2020 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]

[name & designation of the person]

[name & designation of the person]

Annexure 9

Format of Power of Attorney to Lead Member of Consortium

{To be provided in case Bidder is a Consortium}

{On Requisite Stamp Paper}

Whereas the _(Name of the Authority), (the “Authority”) has invited bids from interest parties for the (Name of the RFP) (the “ Project”). Whereas, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them 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 the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s having our registered office at, and
M/s., having our registered office at, and
M/s., having our registered office at, and

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority. AND 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 said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Witnesses:

1.

2.

Annexure 10

Joint Bidding Agreement for Consortium

{On Requisite Stamp Paper}

(To be provided by Consortium)

The Bidder bidding as Consortium shall provide a Joint Bidding Agreement between the consortium members specifying the following:

- i. Convey the intent to form the Consortium as which would enter into the Contract Agreement and subsequently perform all the obligations of the Operator as per Agreement terms, in case the Project is awarded to the Consortium;
- ii. Clearly outline the proposed roles and responsibilities, if any, of each member
- iii. Tenure of Joint Bidding Agreement (Atleast till Bid Validity Period)
- iv. Shareholding of each member in the Consortium.
- v. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project during Contract Period.
- vi. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
- vii. No change in composition of the Consortium shall be permitted during the Bidding Process and during the Contract Period, in case the Project is awarded to the Consortium.

Annexure 11

Indicative Format of Price Bid

(To be submitted Online Only at _____).

Bidders submitting this Price Bid in physical form will have their Bids rejected)

I) Per Km Charge with Subsidy

Sr. No.	Item	PK Fee in INR for 12m BRT Compliant AC Electric Buses (for 150 Buses)
1	2	3
1	Base Rate (INR)	
2	Taxes (INR)	
3	PK Fee (INR)	

Notes:

- i) Bidder should quote PK Fee inclusive of all taxes. Evaluation of the price bids will be on the basis of PK Fee indicated above in Row 3.
- ii) Goods and Services Tax (GST as statutorily applicable shall be paid extra at the time of processing the invoice submitted by the Operator.
- iii) Each Bidder must quote his PK Fee after through reading of this RFP document and Response to Queries/Amendment documents, breakup between his variable and fixed cost, detailed due diligence of the site, city conditions, passenger load and likely wear and tear of the buses.

Signature of Authorized Signatory and Seal of Bidder

The Bidder should also provide the following additional information mandatorily.

A. Breakup of PK Fee

Sr. No	Item	Rate per KM in INR
1	Cost of Bus	
2	Cost for Battery Charging stations and related electrical equipment	
3	Cost of related depot infrastructure	
4	Financing / Interest Cost	
5	a) Bus Procurement	
6	b) Battery Charging stations and related electrical equipment	
7	c) Related depot infrastructure	
8	Manpower Cost	
9	Operation and Maintenance Cost	
10	Insurance	
11	Other Costs (Water, Electricity and other overhead cost etc. Please specify)	
12	Electricity costs for charging buses	
13	Profit	
14	Total Costs (Total of 1 to 13)	
15	Advertisement Revenue	
16	Base Rate (14 Less 15)	
17	Taxes (%)	
18	Total	

Signature of Authorized Signatory and Seal of Bidder

Annexure 12

Security Deposit-Cum-Performance Guarantee Form

WHEREAS:

- A. **The Chairman & Managing Director, Pune Mahanagar Parivahan Mahamandal Limited** having its head office at PMPML Building, Shankar Sheth Road, Swargate, Pune – 411037(hereinafter referred to as the “**Authority**” or, which expression shall, unless excluded by and/or repugnant to the context, mean and include its successors, legal representatives and permitted assigns) of the one part;

AND

{***** Limited}, having its registered office at {insert} represented through its ***** (hereinafter referred to as the “**Operator**”, which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its legal representatives, successors and permitted assigns) of the other part.

The Authority and the Operator are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

- B. The Agreement requires the Operator to furnish a Performance Security to the Authority in a sum of Rs(Rupees in words only) (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the term of the Agreement Period (as defined in the Agreement).
- C. We,through our Branch at.....(the “Bank”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Operator’s obligations during the Agreement Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Operator, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of the(***name of the officer***), that the Operator has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Operator is in default in due and

faithful performance of its obligations during the Agreement Period under the Agreement and its decision that the Operator is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Operator, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Operator for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Operator and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Operator before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Operator or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Operator for the fulfilment, compliance and/or performance of all or any of the obligations of the Operator under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until a period of [●] days beyond the Agreement Period and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than [●] months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be

deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of [●] year and [●] months or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of , 20 at

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annexure 13

Format for Bank Guarantee for Subsidy

This Deed of Guarantee is made on this ____ day of _____, 2020 at _____ by _____ a _____ Bank and having its Head Office/Registered Office at _____ and a Branch Office at _____, Pune (hereinafter referred to as “the Bank” or “the Guarantor”, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of Pune Mahanagar Parivahan Mahamandal Limited having its Registered Office at, PMPML Building, Shankar Sheth Road, Swargate, Pune – 411037 (hereinafter referred to as “Authority” which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

WHEREAS, the AUTHORITY undertook the process of competitive bidding in order to select the most desirable firm/company for _____ (NAME OF THE RFP) which purpose AUTHORITY issued a RFP document inviting Bids from the Bidders;

WHEREAS, [name of the Operator] (hereinafter called “the Operator”) has been awarded Contract No. _____ (hereinafter called the “Contract”) dated _____ for the execution of the Works (hereinafter called “Project”).

In the event of any breach or non-performance of the following terms and conditions contained in the Contract:

- (1) if the Authority desires to terminate the contract for any reason whatsoever
- (2) if the Operator withdraws from the Project during the period of Contract tenure specified in the Contract; or
- (3) If the Operator engages in fraudulent or corrupt practices

The Guarantor agrees absolutely irrevocably and unconditionally guarantees and undertakes to pay to Authority an amount in Indian Rupees as per the provisions of the Termination Clause in Contract Agreement without any protest or demur and upon receipt of first written demand from Authority, without having to substantiate his demand, provided that in his demand Authority will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ (including additional 180 days) days from the Date of Release of Subsidy Amount or as it may be extended by

the bidder on a written request by Authority, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts at Pune and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee shall be admissible, encashable and extendable at any of our Pune Branches and such Bank Guarantee is encashable at Pune Branch.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this and year first herein above written.

Signed and delivered by the
above named _____ Bank by its Authorized Signatory as authorized
by Board Resolution passed on /
Power of Attorney dated [.....] day of

Authorized Signatory

Name :

Designation :

In the presence of:

1.

2.

Annexure 14

Undertaking for Handing Over of Civil & Electrical Infrastructure

{On Bidder's letterhead}

Date: _____

To

The Chairman & Managing Director
Pune Mahanagar Parivahan Mahamandal Limited
PMPML Building
Shankar Sheth Road, Swargate
Pune – 411042

Sub: PMPML Electric Bus Operations - Undertaking for Handing over Civil & Electric Infrastructure

Dear Sir/Madam,

I am writing with respect to the project of supply, operation & maintenance of 150 nos. of 12 m AC BRT Compliant Electric Buses and development of allied infrastructure on Gross Cost Contract basis under the FAME India Scheme Phase-II.

I hereby confirm that after completion of Contract Period, the entire infrastructure established at depot(s) for charging of Electric Buses such as Transformers, Necessary Electrical systems, sub-systems, accessories and parts and Chargers will become the property of PMPML solely for its further usage by PMPML. _____ (Name of the Bidder) will not have any right on this Infrastructure after completion of Contract Period. Similarly, all the Civil Infrastructure established will also become the property of PMPML solely for its further usage by PMPML and the _____ (Name of the Bidder) will not have any right on civil Infrastructure. The ownership of the civil and electrical infrastructure created at depots shall suo moto gets transferred to PMPML. _____ (Name of the Bidder) shall handover all the above facilities in sound and working condition on completion of the Contract Period.

This letter will serve as our confirmation of contract agreement of various aspects respecting the handover.

Yours sincerely,

Name:

Designation:

Organization:

Seal of the Organization: