



AHMEDABAD JANMARG LTD.

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF BUS OPERATOR FOR
PROCUREMENT, OPERATION AND MAINTENANCE OF MIDI AC FULLY
BUILT PURE ELECTRIC BUSES ON GROSS COST CONTRACT BASIS**

**Volume 1: Instruction to Bidders
Jan, 2018**

**Ahmedabad Janmarg Ltd.
GF, Dr. Ramanbhai Patel Bhavan,
Amdavad Municipal Corporation, West Zone Office, Usmanpura
Ahmedabad -380013**

Disclaimer

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by Authority 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/ Eligibility and Qualification 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 not to proceed with the selection 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 an Bid. No reimbursement of cost of any type shall be paid to persons, entities submitting an Bid/Eligibility and Qualification Submission.

AMC shall not be responsible for any costs or expenses incurred by the Proposers in connection with the preparation and delivery of Proposals, including costs and expenses related to visits to the sites. AMC reserves the rights to cancel, terminate, change or modify this procurement 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 Proposers would be selected based on the criteria herein mentioned. The Proposers are required to submit the qualification documents and other information as specified in relevant sections of this RFP. Only the Price Proposals of Qualified Proposers would be opened. The date of opening of Price Proposals will be communicated to qualified Proposers at a later date.

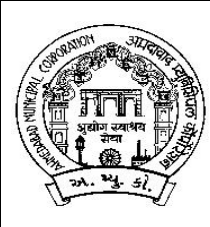

Table of Contents

- Copy of Advertisement Published:	6
- Bidding Schedule and Details of RFP Fees and EMD	7
1. Definitions & Abbreviations	10
2. Introduction	13
3. Key Terms.....	13
3.1. Brief Description of the Bidding Process.....	16
3.2. Due Diligence & Site Visit	16
3.3. Acknowledgement by Bidder	16
3.4. Cost of Bid	17
3.5. Bid Currency	17
3.6. RFP fee.....	17
3.7. Earnest Money Deposit (“EMD”) or Bid Security	17
3.8. Bid validity.....	19
3.9. Schedule of Selection/Bidding Process	19
4. General.....	19
4.1. Consortium.....	19
4.2. Number of Bids By Bidder.....	19
4.3. Rejection of Bid	19
4.4. Governing Law and Jurisdiction	21
5. Documents and Pre Bid Conference	21
5.1. Content of RFP.....	21
5.2. Clarification to RFP Documents	21
5.3. Pre Bid Meeting.....	22
5.4. Amendment of Bidding Documents.....	22
6. Preparation and Submission of Technical Bid(Eligibility and Qualification Submissions) and Price Bid	23

6.1. Language of Bid/Eligibility and Qualification Submissions	23
6.2. Format and Signing of Bid.....	23
6.3. Sealing and Marking of Technical Bids/Eligibility and Qualification Submissions	24
6.4. Due Date of Bid Submission	25
6.5. Late Bids	26
6.6. Modification and Withdrawal of Bids.....	26
7. Evaluation Criteria.....	26
7.1. Eligibility Criteria (Pre-Qualification Criteria)	27
7.2. Bidding Conditions for Single Bidder and Consortium	28
7.3. Qualification Criteria for Bidders and Associates.....	28
8. Evaluation Process	30
8.1. Opening of Technical Bid/ Eligibility and Qualification Submission	30
8.2. Evaluation of Technical Bid/ Eligibility and Qualification Submission.....	31
8.3. Opening of Price Bids.....	32
8.4. Clarification of Bids and Request for additional/ missing information	32
8.5. Evaluation of Price Bid and Award	32
9. Notification of Award.....	34
10. Performance Security (PS)	34
11. Signing of Bus Operator Agreement	35
11.1. Expenses for the Bus Operator Agreement	36
11.2. Annulment of Award	36
11.3. Failure to abide by the Bus Operator Agreement	36
12. Contacts during Bid Evaluation	36
13. Confidentiality.....	36
14. Site Visit And Verification Of Information	36
15. Fraudulent and Corrupt Practices	37
16. Conflict of Interest.....	39

17. Miscellaneous.....	40
ANNEXURE	42
Annexure 1 Cover Letter	43
Annexure 2 General Information of Bidder	45
Annexure 3 Financial Capability Statement.....	46
Annexure 4 Undertaking for Bus Ownership or Operational Experience {On bidder’s letterhead}.....	47
Annexure 5 Bus Manufacturing Experience	48
Annexure 6 No Blacklisting certificate	49
Annexure 7 - Statement of Deviation from Technical Specifications	50
Annexure 8 Format of Power of Attorney for Authorized Signatory to Bid.....	51
Annexure 9 Format of Power of Attorney to Lead Member of Consortium	53
Annexure 10 Joint Bidding Agreement for Consortium	55
Annexure 11 Format for Bank Guarantee for Bid Security (Earnest Money Deposit)	56
Annexure 12 Indicative Format of Price Bid	58
Annexure 13 Approved Bank to AMC	60
Annexure 14 Sanction Letter for Electric Buses under FAME Scheme of GoI.....	61

- Copy of Advertisement Published:

	<p>AHMEDABAD JANMARG LTD. (AJL) <i>(A 100% subsidiary of Amdavad Municipal Corporation)</i> GF, Dr. Ramanbhai Patel Bhavan, Amdavad Municipal Corporation, West Zone Office, Usmanpura Ahmedabad -380013</p>	
<p>REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF BUS OPERATOR FOR PROCUREMENT, OPERATION AND MAINTENANCE OF ELECTRIC MIDI BUSES ON GROSS COST CONTRACT BASIS FOR AHMEDABAD URBAN BUS SERVICE</p>		
<p>AJL invites proposals from duly qualified interested parties for Procurement, Operation and Maintenance of Operator owned 40 no. Midi Electric AC Buses under FAME scheme of Govt. of India for Urban Bus Operations in Ahmedabad City. Interested parties may download RFP from website www.nprocure.amc.com, www.ahmedabadcity.gov.in, www.ahmedabadbrts.org from 19/1/2018 onwards. Pre-bid meeting will be on 22/1/2018 at 11:00 AM at conference Room, first floor at above address. Last date of online submission of technical and price bids shall be 3/2/2018 by 12:00 PM. Offline submissions of RFP Fee and EMD shall be made on 3/2/2018 by 4:00 PM. Technical Bids shall be opened on 3/2/2018 at 5:00 PM at above address.</p>		
<p style="text-align: right;">Executive Director, AJL & Dy. Municipal Commissioner, AMC</p>		

- Bidding Schedule and Details of RFP Fees and EMD

Name of Work	REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF BUS OPERATOR FOR PROCUREMENT, OPERATION AND MAINTENANCE OF MIDI AC FULLY BUILT PURE ELECTRIC BUSES ON GROSS COST CONTRACT BASIS	
Schedule of E-Tender	Downloading of Tender Documents	19/01/2018 onwards
	Pre- Bid Queries to be sent at	Bidders shall have to post their queries on email address ahmedabad.ebus@gmail.com with cc to janmarg.ajl@gmail.com on or before date 22/02/2018 upto 10.00 AM
	Pre-Bid Meeting date & Time	Pre Bid Meeting shall be held on 22/01/2018 at 11.00 AM at Conference Hall, Ahmedabad Janmarg Ltd., First Floor, Dr. Ramanbhai Patel Bhavan, Amdavad Municipal Corporation West Zonal Office, Usmanpura, Ahmedabad -13
	Online submission	Online: The Technical and Price Bids shall be submitted online only on or before 03/02/2018, 12:00 PM. Physical : Only RFP fee and EMD submission may be physically on 3/2/2018 by 4:00 PM by RPAD / Speed Post/ hand delivery/ courier. No other documents are to be submitted physically. Bidder submitting Price Bid in Physical Format shall be treated as non responsive and rejected. Submission of RFP Fee and EMD In sealed cover duly super scribed to Ahmedabad Janmarg Ltd., GF, Dr. Ramanbhai Patel Bhavan, Amdavad Municipal Corporation, West Zone Office, Usmanpura Ahmedabad -380013. The scanned copies of RFP Fees and EMD however shall also be uploaded along with Technical Bid on https://amc.nprocure.com .
	Opening of Technical Bid	On 3/2/2018 at 5:00 PM at office of Ahmedabad Janmarg Ltd. Dr. Ramanbhai Patel Bhavan, Amdavad Municipal Corporation West Zonal Office, Usmanpura, Ahmedabad -13
	Opening of Price Bid	To be intimated later to technically qualifying bidders
	Bid validity period	90 days from the date of Opening of price Bid

RFP Fees and EMD	RFP Fee	Rs. 18000/- In form of Account Payee Demand Draft payable in favor of “Ahmedabad Janmarg Ltd.” payable at Ahmedabad. The Demand Draft for RFP Fees shall be drawn from the list of Approved Banks to AMC as provided in RFP.
	EMD (BID SECURITY)	An EMD/Bid Security of Rs 50,00,000/- (Rs. Fifty lakh only) shall be provided from Approved Banks to AMC, in any one of the following forms/format. The list of Approved Bank is provided in RFP. <ul style="list-style-type: none"> i. Account payee Demand Draft/Pay Order/Banker’s Cheque in favour of “Ahmedabad Janmarg Ltd.” payable at Ahmedabad. ii. An irrevocable Bank Guarantee drawn in favour of “Ahmedabad Janmarg Ltd. ” and Payable at Ahmedabad and valid for a period of 180 days (One hundred and eighty day) from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, in the format prescribed in the Annexures. The Bank Guarantee should be admissible, encashable and extendable at Ahmedabad. The validity of Bank Guarantee may be extended as may be mutually agreed.
Special Condition for RFP Fee and EMD (Bid Security)	Bidder shall upload scanned copy of Demand Draft (DD) for RFP Fee and DD/Bank Guarantee for EMD alongwith technical and price bids online at https://amc.nprocure.com .	
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 i.e. (n) Code Solution.	
Information for online participation	<ol style="list-style-type: none"> 1. Internet site address for downloading RFP will be https://amc.nprocure.com, www.ahmedabadcity.gov.in, www.ahmedabadbrts.org 2. Interested bidders can view detailed tender notice and download RFP document from the above mentioned website. 3. Bidders who wish to participate in online tender have to register with the 	

	<p>website through the "New User Registration" link provided on the home page. Bidder will create login id & password on the own in registration process.</p> <p>4. Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact</p> <p>" (n) Code solutions - A division GNFC Ltd." 403, GNFC Infotower, Bodakdev, Ahmedabad-380054, Gujarat (India). Tel:+91 26857316 / 17 / 18 Fax:91 79 26857321 E-mail: nprocure@gnvfc.net Web site : www.nprocure.com Toll Free:1800-233-1010 (Ext. 501 & 512)</p>
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1. 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 Ahmedabad Janmarg Ltd. / Ahmedabad Municipal Corporation or its authorized representatives who has invited Bids from competent and interested parties for Bus Procurement , Operation and Maintenance of Buses on Gross Cost Contract Basis.

“Applicable Law” means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or by-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 firm 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 bidding firm through valid Authorization document in his/her favour.

“Associates” shall have a meaning specified in Clause 7.2 c) of the ITB.

“Bus” means a Passenger Bus unit that meets the Technical Specifications. In relation to this, “Contracted Buses” shall mean all the Buses for the Procurement, 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 BRTS on gross cost contract basis, in accordance with this Contract/Agreement, including providing public carriage in accordance with the performance standards stipulated by Authority .

“Bid” means the Price Bid , EMD and any other document submitted by the Bidder(s) in response to RFP to be issued to pre- Qualified and Shortlisted Bidders as per the provisions of this RFP.

“Bidder” means any firm, including a sole proprietor or a partnership firm or a company, who submits a Bid/ Eligibility and Qualification Submission along with RFP Fees under this RFP within the stipulated Due Date and Time of Submission.

“Bidding Documents” means document comprising RFP, RFP, Bus Operator Agreement , its Annexure and schedule thereof.

“Bid Process/ Selection Process” means the process of selection of the Successful Bidder through single stage competitive bidding process which includes submission of Bids, Price Bid EMD , scrutiny and

evaluation of such Bids and Bids as set forth in the Bidding Document.

“Bid Security” or **“Earnest Money Deposit (EMD)”** means Security to be furnished by the Bidder at RFP stage in accordance with provisions of RFP.

“Bus Operator Agreement” means the 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. Draft Bus Operator Agreement shall be provided at RFP Stage.

“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 270 days from Date of LOA or date of deployment of all Contracted Buses, whichever is earlier. The Deployment shall be considered achieved after the completion of Training Period.

“Contracted Buses” or **“Contracted Fleet”** means one or more of the passenger bus units for the Bus procurement, operation and maintenance in BRTS 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.

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

“Kilometer Charge” refers collectively to the Base Kilometer Charge for Buses.

“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 BRTS in conformity with the terms and conditions set forth in the Bidding Documents.

“Operator/Service Provider” means the successful bidder selected under pursuant to competitive Bidding Process with whom Authority has entered into a Bus Operator Agreement.

“Preferred Bidder” shall mean the Bidder who qualifies the RFP (meeting Eligibility and Qualification Criteria and whose Bid is responsive as per clause 8.5 of RFP and price bid turned out to be Lowest and Responsive as per the provisions of RFP.

“Routes” means the routes within the Bus Service Area determined exclusively and notified by the Authority from time to time, and the Contracted Buses under this Agreement shall operate only on such Routes.

“RFP” and / or “RFP Document” means RFP document along with Annexure attached issued for the purpose of selecting an Operator for the Project.

“RTO” means the Regional Transport Authority of Ahmedabad Region.

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

“Scope of Project/Work” shall have a meaning specified in volume 2 of this RFP.

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

2. Introduction

Ahmedabad Janmarg Ltd. (“Authority/AJL”) is the wholly owned subsidiary of the Ahmedabad Municipal Corporation mandated to manage and operate the Bus Rapid Transit Service (BRTS) Service in Ahmedabad. The Ahmedabad BRTS is the largest BRT operation in the country, transiting around 1.4 lakh daily passengers over nearly 250 buses on a dedicated route of 97 km through 158 stations.

Ahmedabad is one of the several cities in the country which has been sanctioned assistance by the Government of India for purchase of 40 Electric Buses and other electric vehicles under the FAME Scheme of Department of Heavy Industry, Ministry of Heavy Industries and Public Enterprises for purchase of Electric Buses. Ahmedabad Municipal Corporation / Ahmedabad Janmarg Ltd. intend to use the vehicles / buses for augmenting clean and green shared mobility in the city by deploying them on a Gross Cost Contract (GCC) basis through appointment of an Operator. Towards this end, this RFP is being hereby published for inviting proposals for eligible Operators / Bus Original Equipment Manufacturers (OEMs) for procurement, operation and maintenance of 40 no. Midi AC Electric Buses on GCC basis with Guaranteed Km of 72,000 Km pa per Bus.

As part of the Operator Agreement represented under this RFP, the Operator is expected to procure, and maintain a fleet of 40 Electric Buses. The Authority reserves a right to increase or decrease this quantity of 40 buses by 25%. Of the total fleet, it is expected to make available a fixed number of Buses for operations as per the Assured Availability Factor, being 94% of Contracted Buses in the Year 1 to 3 and 90% thereafter. Thus the Operator is not expected to keep any Buses as spare fleet.

This RFP is divided into three Volumes namely 1) Instructions to Bid 2) Bus Operator Agreement and 3) Bus Specifications. Vol. I deals with Background, instructions and process of bidding. Volume 2 is the draft format of the Agreement that will be signed between the Authority and the Operator. It contains all conditions of the contract. Volume 3 is Technical Specifications of the Midi Buses. Prospective Bidder is 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 summarised in the next section.

3. Key Terms

The following are some of the key terms:

- a) Under the FAME Scheme, the Authority expects to receive subsidy of upto 60% of the capital cost of Electric Bus over a period 3 years in three instalments of 20% each in each fiscal starting from the current fiscal year of 2017-18. Further, there is a subsidy cap of Rs 85 lakh per Bus for Buses with 15% localisation and Rs 100 lakh per Bus for Buses manufactured with 35% localisation. For details, the documents relating to FAME Scheme are appended as part of this RFP at Annexure 15. The bidder has to bear the entire initial cost of the Electric bus and the subsidy will be subsequently transferred to the operator as and when received. Any delay in receipt in this regard is to the risk of the Operator. Subsidy will be released as per Department of Heavy Industry (DHI), Govt. of India norms. In the event, the

subsidy is received by the Authority, it shall be passed on when received, upon submission of all required documentation, to the registered Bank / Financial Institution which has funded the Buses. In the event where the Buses have not been funded by registered Bank / Financial Institution, the subsidy shall be passed on to the OEM /Bus Manufacturer only.

- b) The Operator is expected to comply with all requirements for such subsidised Buses under the FAME Scheme of DHI. Further, the Operator / Service Provider will be solely responsible for proving the localisation percentage claimed him in the bid, and in the event that he is not able to do so as per applicable FAME and GoI guidelines, the risk will to the Operator and no compensatory relief would be granted in the rates on in any other manner.
- c) The Buses will be hypothecated to Authority as part of the contractual process upon delivery and registration. Such Hypothecation will rank junior to the hypothecation / lien / charge created on the Buses in favour of any nationalised / scheduled Bank by the operator from whom funds have been raised for purchase/financing of Buses. The Hypothecation will be clearly marked in the RTO Books and will stand upto the end of the Agreement Period.
- d) AJL proposes to operate the Buses on its some of its long routes. Some of its typical long routes are mentioned below. Buses are operated at headways of 5-10 minutes during peak hours and 15-20 minutes during off peak hours. Typical speeds for BRTS bus operations are around 20-25 km/hr depending on route conditions. BRTS operation hours are 6.30 AM to 11:00 PM. Opportunities for charging can arise between round trips and between shifts, besides long time charging opportunity during night parking. Schedules can be organized to allow for opportunistic charging without compromising operations of at least 200 km per day per Bus + 10% contingency. Buses should be capable of running upto 220 km per day.

Route No.	Route	Distance (Km)
1	Maninagar to Ghuma Gam	21.20
	Ghuma Gam to Maninagar	19.90
2	Sola Bhagwat to Maninagar	22.20
	Maninagar to Sola Bhagwat	22.90
3	Iskon to Naroda Gam	22.40
	Naroda Gam to Iskon	22.20
101	RTO Circle to RTO Circle (Circular Route 101)	27.10
201	RTO Circle to RTO Circle (Circular Route 102)	27.20

- e) Charging, parking and Bus Maintenance Spaces will be provided at selected places en-route. Attempt will be made to locate these Spaces as close to the starting or terminating points of the routes.
- f) Authority will make bulk power available at these Spaces. 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 solution. The Operator is expected to pay for the power itself. Information regarding Electricity Rates applicable may

be obtained directly from Power suppliers Torrent Power Ltd. (for Ahmedabad city) and Uttar Gujarat Vij Company Ltd. (UGVCL) (for outside Ahmedabad city limits). Operator /Service Provider will present the best solution in terms of bus, capacity of batteries, charging infrastructure required, charging time etc. looking to the operational requirements of BRTS.

- g) The Operator will support the procurement, supply, operation and maintenance of the Bus including battery charging, maintenance /replacement in all respects throughout the Agreement Period. It will make its appropriately trained and qualified technical staff available for any solutions, challenges and fine tuning.
- h) The Bidder shall submit, along with the bid, Bus specifications as per format asked. It shall also provide Bus Type Approval certificate including Homologation Certificate by approved such Institutions such as CIRT/ARAI. In case it cannot provide some of these certificates as part of the Bid, it shall provide an Undertaking that it will provide this certificates at the time of supply. Additionally it shall also provide any certification that it has obtained from its vehicles or parts tested at reputed institutes like Central Institute of Road Transport, Pune/Central Power Research Institute, Bangalore/ ARAI or at any other Govt. recognized/reputed Institute/Laboratory.
- i) The procurement of Bus by Bidder shall be subject to prototype approval by the Authority. A team from of 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 work if workmanship is not found satisfactory, in which case the remedial work shall be immediate made.
- j) 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.
- k) The Operator Agreement shall remain in force for a period of Seven years (7 years) from Commercial Operations Date (COD), during which period he shall operate and maintain the buses on or outside the BRT Corridor in Ahmedabad on Gross Cost Contract basis as directed as Authority. The Agreement can be extended at mutually agreed terms and rates by additional two years based on performance and condition of the buses.
- l) The expected Delivery Schedule is as follows:
 - a. Within 45 days from date of LOA/ Purchase Order – Display and inspection of Prototype Bus Structure
 - b. Within 90 days from date of LOA/ Purchase Order – Display and inspection of Fully Built Prototype Bus including display ITS equipments.
 - c. Within 90 days of Prototype Approval – First Lot of 20 Buses
 - d. Within 180 days of Prototype Approval – Second Lot of 20 Buses

3.1. Brief Description of the Bidding Process

- (a) This RFP is segregated in to three Volumes namely 1) Instruction to Bid 2) Bus Operator Agreement and 3) Bus Specifications. The Bidding Process is described in this Volume 1 Instructions to Bid.
- (b) The Authority invites proposal through Online Technical and Price Bids in a Single stage bid system (Collectively referred as the "Bidding Process/ Operation Selection Process") for selection of a competent Bidder for the award of the Project. Technical proposal and Price Proposal shall be submitted online at <http://amc.nprocure.com> only. Physical submission of technical and price proposals , except in case of submission of original copies of EMD and tender/RFP fee 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 Base Kilometer Charge for Bus as per the contract conditions specified in Vol 2 of the RFP. Price bid 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 Preferred Bidder (the "**Preferred Bidder**") for award of the Project.
- (d) Complete Bid (Technical Bid & Price Bid to be submitted online only) with the prescribed bid 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.

3.2. Due Diligence & Site Visit

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment/Project , all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Eligibility and Qualification Submission/Bid by paying a visit to the site and sending written queries to the Authority during Pre Bid Meeting. Proposers are encouraged to submit their respective Proposals after visiting the Authorities Office and ascertaining for themselves the availability and condition of passenger traffic, location, availability of fuel, 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 Eligibility and Qualification Submission/Bid, the Bidder has:
 - 1) made a complete and careful examination of the RFP
 - 2) received all relevant information requested from the Authority;
 - 3) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above; and

- 4) acknowledged that it does not have a Conflict of Interest
 - 5) 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 RFP 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 Eligibility and Qualification Submission/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 Rs. 18000/- In form of Account Payee Demand Draft payable in favor of "Ahmedabad Janmarg Ltd." payable at Ahmedabad. The Demand Draft for RFP Fees shall be drawn from the list of Approved Banks to AMC as provided in RFP. **The list of Approved Bank to AMC is specified in Annexure 13.** The RFP Fees and EMD shall be submitted in Physical form in a sealed cover through Speed Post/Courier/Hand Delivery on or before the time line specified in Bidding Schedule. The scanned copies of RFP Fees and EMD shall also be uploaded along with Technical Bid on <https://amc.nprocure.com>.

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 given format. An EMD/Bid Security of Rs 50,00,000/ (Rs Fifty lakh only) shall be provided from Approved Banks to AMC, in any one of the following forms/format. The list of Approved Bank is provided in RFP.
 - i. Account payee Demand Draft/Pay Order/Banker's Cheque in favour of "Ahmedabad Janmarg Ltd." payable at Ahmedabad.

- ii. An irrevocable Bank Guarantee as per Annexure 10.
 - iii.) (the “Bank Guarantee”), drawn in favour of “**Ahmedabad Janmarg Ltd.** ” and Payable at Ahmedabad and valid for a period of 180 days (One hundred and eighty day) from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, in the format prescribed in the bid documents. The Bank Guarantee should be admissible, encashable and extendable at Ahmedabad. The validity of Bank Guarantee may be extended as may be mutually agreed.
- b) Any bid not accompanied with valid Earnest Money 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 contract 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 bid-documents.
- 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 30th day of signing of the Agreement by the Authority.
- 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. Successful Bidder fails to furnish the required Adjustable Security Deposit within stipulated time in accordance with RFP terms set forth herein.
 - v. In case of a fraudulent offer and involved in fraudulent or corrupt practice a per RFP terms.
 - vi. 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 wilful 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.

- vii. 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 90 days after the date of opening of Price Bid . 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 RFP terms in all respects.

3.9. Schedule of Selection/Bidding Process

As mentioned in the Bidding Schedule and Details of RFP Fees and EMD.

4. General

4.1. Consortium

Bids are permitted as either (i) Single Bids or (ii) Consortium of a maximum two bidders lead by a Lead Bidder.

4.2. Number of Bids By Bidder

No Bidder, its Associate or any of Consortium members or their Associates shall submit more than one Bid/Eligibility and Qualification Submission and price bid pursuant to this RFP. Any Bidder applying individually as 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 through an Associate of any other Bidder, as the case may be. If a Bidder submits or participates in more than one Bid in this manner, such proposals shall be disqualified and rejected. The "Associate " is defined in this RFP.

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 the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document; or
- ii. Technical and/or Price Bid is not submitted in the bid-forms annexed in the RFP Document; or
- iii. Technical and/ or Price Bid, except DD/Bank Guarantee of EMD and RFP Fee are submitted physically; In the event that some or all documents of technical bid are erroneously submitted physically, and no price bid is submitted physically, then the Authority, at its sole discretion may decide to accept the proposal. **However Bid submitting Price Bid in physical form shall certainly be considered non responsive and rejected.**
- iv. Bid Security and RFP Fees does not conform to the provisions set forth in this RFP; or
- v. Price Bids which are incomplete or not submitted in accordance with Price Bid format;
- vi. In case of fraudulent Bid and involved in fraudulent and corrupt practice as per clause 15
- vii. Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid under this RFP will be disqualified.
- viii. Even though the Bidders may meet the Eligibility and Qualification Criteria (i.e Financial and Technical Capability criteria), 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 Tender/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 or its Associate is blacklisted/barred by any Government Agency in India or abroad.
- b) Failure of any one (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 / AMC / 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.
- If, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction

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 Ahmedabad 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 RFP

This RFP comprises the Tender Notice set forth hereinabove and the contents as listed below, and will additionally include any Addendum / Amendment issued in accordance with RFP conditions.

- 1. Volume 1: Instruction to Bidder**
 - a. Disclaimer
 - b. Notice Inviting Tenders
 - c. Definition and Abbreviation
 - d. Instructions to Bidders
 - e. Annexure specifying Bid Form / other Formats
- 2. Volume 2: Bus Operator Agreement**
- 3. Volume 3 A & B: Standard and Midi Bus Specifications**
- 4. Any Modifications/ Amendments made by Authority in RFP.**

5.2. Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP 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 Schedule of Bidding Process 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 of AJL / AMC www.ahmedabadcity.gov.in and <https://amc.nprocure.com>.

- 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. 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 www.ahmedabadcity.gov.in and <https://amc.nprocure.com> 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) shall be legally binding on all the Bidders and shall form part of the bid documents / RFP.

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 RFP by the issuance of Addendum/Corrigendum.
- b) Any Addendum issued hereunder will be in writing and may be uploaded on the Authority's website: <https://amc.nprocure.com> .
- 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 Due Date of Submission.

6. Preparation and Submission of Technical Bid(Eligibility and Qualification Submissions) and Price Bid

6.1. Language of Bid/Eligibility and Qualification Submissions

The Technical Bid/Eligibility and Qualification Documents 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/ Eligibility and Qualification Submission 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.

6.2. 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 documents shall be signed by the authorized signatory of the Bidder on each page. In case of a Consortium, this signature shall be that of the Authorized signatory of the authorized signatory 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) 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.

6.3. Sealing and Marking of Technical Bids/Eligibility and Qualification Submissions

- a) The Bidders shall submit Technical Proposal and Price Proposal Online only at designated space on <https://amc.nprocure.com/>

Sr. no.	Submission	Format as per Annexure	Signed and original scanned copies of Documents to be uploaded online
1	RFP Fees, EMD and Affidavit.	As per clauses 3.6 and 3.7, Annexure 11.	RFP Fees and EMD as per clauses 3.6 and 3.7 Scanned copies to be uploaded online. Hard copy physically through RPAD/Speed Post/Courier
2	Technical Bid (Uploaded online only)		
(i)	Technical Bid for Bus Procurement, Operations and Maintenance of Ahmedabad BRTS for Ahmedabad Janmarg Limited ”	Annexure 1 to 10	Technical Bid/Eligibility and Qualification Submission. <ul style="list-style-type: none"> • Copies of RFP and Addendum, if any, signed sealed by the authorised representative. • 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 and as specified in Annexure 2. 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 last three years and any other document specified in Annexure-3. For Bidders bidding as Consortium, such information may be furnished for each member of the Consortium as applicable. • Bus ownership/operations experience as per Annexure 4 along with documentary ownership/operational experience. • Bus Manufacturing Experience as per Annexure 5. • No black listing 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 Consortiums only) • Joint Bidding Agreement for Consortiums - Annexure 10. (For Consortiums only) • Bus Specifications and Battery specifications as per

			<p>Volume 3.</p> <ul style="list-style-type: none"> • Bus Type Approval certificate including Homologation Certificate by approved such Institutions such as CIRT/ARAI. In case it cannot provide this as part of the Bid, it shall provide an Undertaking that it will provide this certificate at the time of Bus supply. • Any certification that it has obtained from its vehicles or parts been tested at reputed institutes like Central Institute of Road Transport, Pune/Central Power Research Institute, Bangalore/ ARAI or at any other Govt. recognized/reputed Institute/Laboratory.. • Any other documents required as per the RFP terms.
3. Price Bid			
1	Price Bid	Annexure 12.	To be filled up Online Only

- b) Following Documents shall only be submitted in Hard Copy to AJL in sealed envelope at the address and time limit specified in the Bidding Schedule.
- RFP Fees as mentioned
 - Earnest Money Deposit as mentioned in the RFP

Following shall be superscripted on the Physical Submission: **Request for Proposal (RFP) document for Selection of Operator for Procurement, Operation and Maintenance of 40 numbers of MIDI AC ELECTRIC Buses on Gross Cost Contract basis for Ahmedabad BRTS Project for Ahmedabad Janmarg Limited – 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.

- c) 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.

6.4. Due Date of Bid Submission

- a) The last date and time of submission of the Technical Bid and Price Bid (“the **Due Date of Submission**”) is specified in table given in Bidding Schedule.
- b) The Authority may, in its sole discretion, extend the **Due Date of Submission** 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 Due Date of Submission 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 <https://amc.nprocure.com> as Addenda.

6.5. Late Bids

- a) Bids of the Bidders are not able to make Online submissions on Bid Due Date (“Due Date of Submission”) shall be summarily rejected.
- b) Bids of Bidders who make any physical submission apart from that specified in clause 6.3b) 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.

6.6. Modification and Withdrawal of Bids

- a) Bids shall not be allowed to modify any part of its Bid after the Bid Due Date (“Due Date of Bid Submission“)
- 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 Due Date of Submission, unless the same has been expressly sought for by the Authority, shall be disregarded.

7. 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 7.2 along with Eligibility 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.

7.1. Eligibility Criteria (Pre-Qualification 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 shall be legally competent to enter into a contract as per prevailing Indian law, and must be either: (i) a 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 a (iii) registered proprietary firm in India (Copy of sales tax/GST registration, EPF registration, Shop registration certificate, as may be applicable, should be submitted).

Any foreign firms constituted under respective foreign law not registered in India are not allowed to participate in the Bidding as single bidder or consortium member.

- 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 at the time of Due Date of Submission. In this regard, a Self Attested Anti blacklisting certificate is required to be provided as per the format prescribed in Annexure 7.
- 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 shall be found by Authority during bid process or period thereafter, then Authority at its sole discretion may reject the Bidder or terminate the Agreement.
- 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 2 (Two) members, with respective qualifications and role as provided for in Bidding Conditions for Single Bidders and Consortiums.
- f) Only the Bids of the Bidder meeting above Eligibility Criteria shall be considered for assessment of next stage of assessment of Qualification Criteria.

7.2. Bidding Conditions for Single Bidder and Consortium

Bids may be presented by Single Bidders or by Consortiums. Following conditions are prescribed in bidding by Single Bidders and by Consortiums:

- a) If the Bid is by a Single Bidder, the Bid needs to be presented by a registered Bus Manufacturer (Original Equipment Manufacturer for Buses shortly called “OEM” henceforth) only who is meeting the prescribed qualifications for OEMs and who is supplying the Buses under this Project. Sub-contracting specific tasks by Single Bidder by experienced / qualified sub contractors is not restricted.
- b) If the Bid is through a Consortium, then the consortium must mandatorily include an OEM Member and a Bus Operator member meeting respective qualifications for these entities. Lead Member of the Consortium may be either of these two entities.
- c) Any replacement in the non lead Consortium member (who is a not an OEM) shall be permitted after one year of successful operations only, provided the replacement 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.
- d) Bidders bidding as Consortiums must clearly identify the Lead Member and non lead member and 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 Agreement Period.

7.3. Qualification Criteria for Bidders and Associates

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 with bus manufacturing facilities in India having experience of manufacture in India and delivery of at least 1000 Electric / Diesel / CNG buses over the last five financial years including the financial year of 2017-18.
- ii. Possess a Net worth equivalent to at least INR 100 crore as on 31st March, 2017 as per Auditor’s certificate.
- iii. Aggregating the Ownership and or Operational Experience of any Associate of Bidder for the purpose of meeting the Manufacturing and Net worth criteria shall be permitted.

Documentary evidences:

- License to manufacture Buses and Evidence of bus manufacturing facilities
- Details of at least 1000 Electric / Diesel / CNG manufactured and supplied in terms of number, year of supply and names of customers to whom supplied.
- Statement from the statutory auditor as prescribed in the Annexure 3 certifying/ specifying Net Worth of the Bidder also specifying that the methodology adopted for calculating net worth conforms to the provisions of this RFP.

b) Bus Operator Qualifications Criteria:

- (i) Ownership and/or Operation Experience or combined Ownership and Operation Experience of at least 100 buses in India for at least one year in last three years immediately preceding the Bid Due Date.
- (ii) In case Bus Operator member is showcasing combined Operational and Ownership experience then in such case, the operational experience of those Buses that Bidder has showcased as part of ownership experience shall not be taken into account.
- (iii) Operation 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/concession Agreement of operations with a public sector entity/Government or semi Government Department or a private sector organisation of repute and which has been in successful operation for a period on at least one year.
- (iv) Ownership experience of buses by the bidder shall have to be demonstrated through RTO books/RTO Bus Ownership certificate or other verifiable proof of ownership for all the required no. of Buses, clearly showing ownership of the bidder in case Bidder and its Associate is a Indian firm.
- (v) In case ownership / operation experience is demonstrated through a ownership/ contract held jointly with another partner/consortium, the percentage of ownership/investment / profit sharing in that partnership/consortium shall govern and the credit would be given in proportion to the ownership/investment/profit sharing proportion only.
- (vi) The Bus Operator member shall have Net worth equivalent to at least INR 5 crore as on 31st March, 2017 as per Auditor's certificate.
- (vii) Aggregating the Bus Ownership and or Bus Operational Experience of any Associate of Bidder for the purpose of meeting the Operation and Net worth criteria shall be permitted.

Documentary evidences:

- Statement from the statutory auditor as prescribed in the Annexure 3 certifying/ specifying Net Worth of the Bidder, and also specifying that the methodology adopted for calculating net worth conforms to the provisions of this RFP.
- RTO Certificate / Copies of RTO Books for demonstrating ownership of Buses for required period and /or Bus Operation Agreement / Concession Agreement of operations.

c) Associate Criteria

- (i) In evaluating the Qualifications Criteria of the Bidder under sub-clauses (a) and (b) herein above, aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required of the Bidder shall be permitted.
- (ii) 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, of at least 50% of the voting shares/share holding of the firm in question.

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.

In case the bidding firm is a Proprietorship, the expression “control” shall mean, (i) holding of at least 50% of the voting shares by the Proprietor in the company from which it is taking Associate credit and /or (ii) status as a Partner in the Partnership firm from which its taking credit with at least 50% share in the profits of such Partnership firm.

- (iii) Any claims of credit from Associate firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Associate firm meets the above definition of the Associate firm.

8. Evaluation Process

8.1. Opening of Technical Bid/ Eligibility and Qualification Submission

- a) The Authority shall open online the Technical Bids/ Eligibility and Qualification Submission 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/ Eligibility and Qualification Submission.
- e) The Authority will subsequently examine and evaluate Bid/ Eligibility and Qualification Submission in accordance with the provisions set out hereunder in this RFP.

8.2. Evaluation of Technical Bid/ Eligibility and Qualification Submission

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/ Eligibility and Qualification Submission as per the evaluation steps specified below.

a) Test of Responsiveness for RFP Fee, Timely and proper Submission

- 1) Prior to evaluation of Eligibility and Qualification Submissions/Technical Bid, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. An 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 Bids/Eligibility and Qualification Submission of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria shall be declared Eligible and Qualified Bids (the “**Eligible and Qualified Bids**”/ “**Eligible and 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 ITB 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 it’s 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 meeting eligibility and qualification criteria shall be opened.

8.3. Opening of Price Bids

- a) After the evaluation of Technical Bid/ Eligibility and Qualification Submissions 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, Bid rates, etc. will be announced at such opening.

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

- a) 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 Kilometer Charges as per indicative Price Bid format specified in

Annexure 13 in respect of cost payable to such Bidder by Authority towards Procurement ,operation and maintenance of each type of Bus . All prices shall be in Indian Rupees.

The Kilometer Charge in respect of corresponding categories of buses shall be multiplied with pre-determined Annual Assured Kilometer of first year to arrive at aggregate cost for each such category of bus for first year. The arithmetic sum of thus determined aggregate operation costs for each category of buses for first year shall be computed ("**Aggregate Cost**"). The bidder whose Aggregate Cost is determined in terms hereof as lowest generally would be declared as Preferred Bidder for the Project subject to its prices are determined to be responsive as per provision of the RFP. .The lowest and responsive Aggregate cost is the sole criteria after the determination/declaration of Eligibility and Qualification for determination of Preferred Bidder ("Preferred 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 preferred Bidder (i.e. Lowest Bidder) is found seriously unbalanced by Authority in relation to the market rate or it's internal estimate or Good Industry Practice, the Authority shall be entitled to solicit, at it's 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 Preferred 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, shall declare the Preferred Bidder as 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. The Successful Bidder is required to open the Project Office in Ahmedabad and adequately trained and qualified manpower should be deployed for this project.

- h) The contract may be awarded even in the case of a single overall bid or even a single qualified bid at the discretion of the Authority.

9. Notification of Award

- a) Within 15 days of Opening of Price Bid, the Authority will notify the Preferred/successful bidder to be confirmed in writing by registered/speed post/email that his bid has been accepted. This letter (hereinafter called `Letter of Acceptance/Award') shall name the sum (i.e Kilometer Charges) which the Authority will pay to the Operator in consideration of operation and maintenance services as per terms of Contract. 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 (LOA) 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 Proposal validity, the Authority shall notify the Preferred Proposer, by issuance of a Letter of Award (the "LOA"), in duplicate, and the Preferred Proposer 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 Proposer 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 Proposer 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.
- e) Authority shall issue LOA for 50 + 30 (nos) of AC midi BRTS buses to the Operator. However Authority retains the right to ask the operator to increase the contracted buses by additional 25% buses of each category within 12 months of Bid due date at the accepted contract price through a separate LOA. The per km rate at which additional buses ordered, will be escalated proportionately as per the provisions of Vol II of the RFP for period between Bid Due Date and date of issue of LOA for additional buses.

10. Performance Security (PS)

- a) Before signing of the Bus Operator Agreement, the Successful bidder shall furnish Performance Security in the form of Account payee Demand Draft, Bank Guarantee (As per format provided in the Annexure 12) in favor of "Ahmedabad Janmarg Ltd." payable at Ahmedabad or in the form of

Fixed Deposit Receipt at the time of signing of the Bus Operator Agreement for an amount equivalent to Rs. 2,50,000/- (Rs. Two Lakh Fifty Thousand Per Bus) per each Bus forming part of the Agreement. Thus for 40 number of Contracted Buses, the total PS would be [40 x 2.5 = Rs 100 lakh]. The Demand Draft, Bank Guarantee of Performance Security or DDR should be on any Bank from the approved list. 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.

- 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.
- 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 60 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 2: 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 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

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

11.2. Annulment of Award

- a) Failure of the Successful Bidder to submission of Performance Security and Adjustable Security Deposit as per RFP terms and any other requirements and /or the provisions of the 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

- a) 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.

12. Contacts during Bid Evaluation

- a) 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

Proposers are encouraged to submit their respective Proposals after visiting the Authorities 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 Proposal, the Proposer has:

- a. made a complete and careful examination of the Proposal 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 Proposal Documents 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 Proposal, execution of the contract in accordance with the Proposal 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 Proposal 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 Contract Agreement by the Service Provider;
- 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 an 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, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.

A. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (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 Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds:

- a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or
- b) more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or
- c) Other Bidder, its Member or Associates which is a Proprietorship Firm.

(2) **If Bidder is a Partnership Firm** : In such case , the Bidder or its Partners or Associate having a profit sharing of more than 25% of such Bidder or its Partners or Associate as the case may be also holds;

- a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or
- b) more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or
- c) Other Bidder, its Member or Associates which is a Proprietorship Firm.

(3) **If Bidder is a Proprietorship Firm** : In such case , the Bidder or its Proprietor or Associate of such Bidder or its Proprietor or Associate as the case may be also holds;

- a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or
- b) more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or
- c) Other Bidder, its Member or Associates 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
- E. 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 others' information about, or to influence the Bid of either or each of the other Bidders; or

17. Miscellaneous

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad 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/ Eligibility and Qualification Submission , 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.

ANNEXURE

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,

Executive Director

Ahmedabad Janmarg Ltd.

GF, Dr. Ramanbhai Patel Bhavan,

Amdavad Municipal Corporation, West Zone Office, Usmanpura

Ahmedabad -380013

Subject: Submission of Bid for Request for Proposal (RFP) for Selection of Operator for Bus Procurement, Operation and Maintenance of 40 numbers of Fully Built MIDI AC ELECTRIC Buses on Gross Cost Contract basis

Dear Sir,

1. Having examined the 'Instructions to Bidder', Scope of Services, terms and conditions, Annexure and Content of the RFP, we undersigned, hereby submit /our Bid for the aforesaid project. Our Bid is unconditional.
2. We are bidding as Consortium. The names of our Consortium Members are as follows: (Please provide names)

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/Eligibility and Qualification Submission 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 the Qualification statement.
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 this RFP, we shall intimate the Authority of the same immediately.

8. 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 selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

9. We agree and undertake to abide by all the terms and conditions of the RFP document.

For and on behalf of

Signature :
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)
- 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,
- ISO certification,
- ESIC and Employee Provident fund -EPF registration number and
- Capabilities/Preparedness may be verified through Site visit.

(3) Any Technology Partner related Documents

- Registration Certificate of Factory and License for manufacturing of Batteries/Electric System
- Quality System Certification
- Environment Management Certification

(2) 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).

Authorized signatory

Annexure 3 Financial Capability Statement

{On Statutory Auditor's letterhead} [In case of Consortium, all members should provide Net worth Certificate]

I hereby declare that I have scrutinized and audited the financial statement of M/s_____ .The Networth* of the bidder (name of the Bidder) as on [_____] as per Audited statement is as follows;

Year (as mentioned in or equivalent)*	Net worth (INR Crore)**		
	Bidder	Associate	Total
31 st March,2017			

**To be provided from latest available Audited statement*

*** for the purpose of Networth Calculation it is defined : Networth* : = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets)*

(Signed and Sealed by the statutory auditor)

ENCL.

- (1) Copy of latest available Audited Annual Reports for last three years as applicable or as per Financial Year/Calendar Year followed by the bidder firm.
- (2) Document showing relationship of Bidder with the Associate..

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 Ownership experience for required no of Buses (starting from 2014-15)

Period of Ownership (Year to Year)	No. of Passenger Buses owned by the Bidder	No. of Passenger Buses owned by the Associate	Total	Relationship with the Associate as per the definition provided in The RFP

1. Copy of RC books for owned vehicles are to be attached here with.
2. RTO ownership certificate.
3. Document showing relationship of Bidder with the Associate.

2. For Operation experience for required no of Buses for last three years (starting from 2014-15)

No. of Bus operated through contract by the bidder	No. of Bus operated through contract by the Associate	Total	Relationship with the Associate as per the definition provided in The RFP
<i>Details to be submitted in the table.</i> 1.No. of buses contracted 2.Contract period 3.Contract Date and number. 4 Name of the client	<i>Details to be submitted in the table.</i> 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. Completion certificate / Interim Satisfaction Certificate from the client for respective contract if available
3. Document showing relationship with the Associate as per the definition of given in the Technical Qualification criteria
4. 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.

Annexure 5 Bus Manufacturing Experience

- i) Details may be given for all types of Buses supplied by Bidder in past five years.
- ii) Details are to be furnished for the supplies made by the Bidder or its principal in three years prior to the year in which the date of Opening of Bid falls.

S.No.	Contract placed by (full name & Address of Authority)	Contract No. & Date	Description and Quantity of Buses Ordered	Date of Completion 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 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 Associate (*insert "Associate" in case Bidder is taking credit for meeting qualification criteria*) as defined in RFP are not barred by Government of Gujarat (GoG) / any other entity of GoG 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 thisDay of, (Year).

Name of the Bidder

Signature of the Authorized person

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 bid aware. 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 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 Bus ,Operation and Maintenance of 40 numbers of Compliant MIDI AC ELECTRIC Buses on Gross Cost Contract basis for Ahmedabad BRTS Project for Ahmedabad Municipal Corporation, ("Project"), as per the Scope of Work specified in RFP, the Company/ firm is submitting Bid Comprising Eligibility and Qualification Submission 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 Eligibility and Qualification Submissionfor 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.

<p>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 -----, 20__ 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]</p>	<p>----- [name & designation of the person]</p> <p>----- [name & designation of the person]</p>
---	---

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)

(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 followings:

- (1) Convey the intent to Consortium Agreement as per clause 2 of Volume of RFP, 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;
- (2) Clearly outline the proposed roles and responsibilities, if any, of each member
- (3) Tenure of Joint Bidding Agreement (ATLEAST TILL Bid Validity Period)
- (4) 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.
- (5) 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.
- (6) *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 Format for Bank Guarantee for Bid Security (Earnest Money Deposit)

This Deed of Guarantee is made on this _____ day of _____, 2018 at _____ by _____ a _____ Bank and having its Head Office/Registered Office at _____ and a Branch Office at _____, Ahmedabad (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 Ahmedabad Janmarg Ltd.. having its Registered Office at, Ahmedabad Janmarg Ltd. GF, Dr. Ramanbhai Patel Bhavan, Amdavad Municipal Corporation, West Zone Office, Usmanpura, Ahmedabad -380013-03 (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 Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated [date] for the execution of the Works (hereinafter called “the Bid”).

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

- (1) if the Bidder withdraws or modifies his Bid during the period of Bid validity specified in the RFP; or
- (2) if the Bidder refuses to accept the correction of errors in his Bid; or
- (3) If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by AUTHORITY, or
- (4) if the Bidder, having been notified of the acceptance of his Bid by the AUTHORITY during the period of Bid validity and the bidder fails or refuses to execute the Agreement in accordance with the RFP documents;
- (5) If the bidder engages in fraudulent or corrupt practices

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to AUTHORITY a sum of Indian Rupees (Amount of EMD in INR) 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 _____(210 days) days from the Bid Submission Date 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 Ahmedabad and Indian Law shall be applicable.

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

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this ____ day of _____ 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 [.....]

Authorized Signatory

Name :

Designation:

In the presence of:

1.

2.

Annexure 12 Indicative Format of Price Bid

(To be submitted Online Only at <http://amc.nprocure.com>. Bidders submitting this Price Bid in physical form will have their bids rejected)

A. Per Km Charge

Sr. No	Item	Rs Per km Rate for Midi Electric Buses with Subsidy under FAME (for 40 buses)	Rs Per km Rate for Midi Electric Buses without Subsidy under FAME
1	Depreciation Cost for Bus Procurement		
2	Depreciation Cost for Battery Charging stations, related power equipments		
3	Manpower Cost		
4	Energy Expenses		
5	Repair and Maintenance Cost		
6	Insurance		
7	Cleaning		
8	Financing/Interest Cost		
9	Other Cost (Water, Electricity and other overhead cost etc pl specify)		
10	Profit		
11	Any other (please indicate)		
12	Base Rate (Total of 1 to 10)		
Notes:			
<p>i. For the purposes of evaluation, only the Aggregate Cost in Year 1 as per Row 12 above based on Base Rate shall be considered. Authority does not expect GST to be applicable. If applicable it will be payable at applicable rate over the above the Base Rate upon being satisfied as to its applicability but will not be part of financial evaluation for comparison of bids.</p> <p>ii. The Services availed by the Operator from its own vendors for services such as AMC, driver agency represent the Service Provider's own costs and Authority shall not pay any or re-imburse any such taxes.</p> <p>iii. Authority retains the right to explore tax friendly options and arrangements with Operator as permitted under law.</p> <p>iv. Each bidder must quote his km rates after through reading of this RFP document, Draft Agreement and Response to Queries/Amendment documents, breakup between variable and fixed cost, detailed due diligence of the site, city conditions, passenger load and likely wear and tear of the buses.</p> <p>v. The Rate payable per km without subsidy shall not be used as award criteria or comparison of price bids. The prices are being discovered herein for adding any Non-subsidized buses as per the provisions of the RFP at the discretion of the Authority.</p>			

B. Bus Procurement and Charging Infrastructure cost

Bidder must submit estimated cost of Bus cost in the following manner for purposes of claiming subsidy under FAME Scheme. This will not be used in Price comparison of different bids.

1) Procurement cost with Subsidy

Sr. No	Components	Localization Percentage *	Aggregate Procurement Cost for 40 Buses (Cost per Bus x 40) (Rs. In Figures)
1	Electric Midi Bus (Quantity is 40)		
2	Charging Infrastructure		
	Total (1+2)	-	

**The Operator / Service Provider will be solely responsible for proving the localisation percentage claimed him in the bid for FAME Scheme Compliance purposes, and in the event that he is not able to do so as per applicable FAME and GoI guidelines, the risk will to the Operator and no compensatory relief would be granted in the rates on in any other manner.*

2) Procurement cost without Subsidy

Sr. No	Components	Procurement Cost per unit (Rs. Figures) (B)
1	Electric Midi Bus Per unit	
2	Charging equipment Per Unit	
	Total (1+2)	-

Annexure 13 Approved Bank to AMC

List of Approved Banks* for the Purpose of Providing RFP Fee EMD and Performance Security

A. Guarantees issued by following banks will be accepted as EMD/Performance Security/RFP Fees on permanent basis.

1. All Nationalized Banks including the Public Sector Bank- IDBI Ltd.
2. Private Sector Banks - AXIS Bank, ICICI Bank and HDFC Bank.

B. Guarantees issued by following Banks will be accepted as EMD/Performance Security/RFP Fees

1. Commercial Banks
 - a. Kotak Mahindra Bank
 - b. Yes Bank
 - c. IndusInd Bank
 - d. Ratnakar Bank
 - e. Karur Vysya Bank
 - f. DCB Bank
 - g. ING Vysya Bank
2. Co-operative Banks of Gujarat
 - a. The Kalupur Commercial Co-operative Bank Ltd.
 - b. Rajkot Nagarik Sahakari Bank Ltd.
 - c. The Ahmedabad Mercantile Co-operative Bank Ltd.
 - d. The Mehsana Urban Co-operative Bank Ltd.
 - e. Nutal Nagarik Sahakari Bank Ltd.

Source: Finance Department, GR. No.: EMD/10/2013/655/DMO Dated: 31/03/2014

Annexure 14 Sanction Letter for Electric Buses under FAME Scheme of GoI



FI No. 1(07)/2017-NAB II
GOVERNMENT OF INDIA
MINISTRY OF HEAVY INDUSTRIES AND PUBLIC ENTERPRISES
DEPARTMENT OF HEAVY INDUSTRY

Udyog Bhavan
NEW DELHI-110011
Dated: 27th December 2017

To,
The Municipal Commissioner
Municipal Corporation, Ahmedabad
Sardar Patel Bhawan, Danapith
Ahmedabad, Gujarat 380 008

Subject: Letter of Intent for Pilot Project Proposal for Multi Model Public Transport in response to EOI issued by Department of Heavy Industry- regarding

Dear Sir,

The undersigned is directed to refer to your proposal sent vide letter No. M. C. Gen. No. 04 dated 28.11.2017, on the above subject and to inform that the said proposal was examined by the competent authority. It has been decided to support the said project under Fame India Scheme as a pilot project subject to modification in the number of buses to the extent as given below.

Electric Buses		4W	3W
Proposed	Allotted	Allotted	Allotted
100	40	20	20

2. Further, it is informed that with a view to create greater impact across the country and in view of funding requirements, DHI will fund according to the financials mentioned in FAME India Scheme modified from time to time. Accordingly, the following incentive will be extended by DHI to your organization for the vehicles mentioned above.

Type of Vehicle	Level 1 Incentive	Level 2 Incentive
Electric Buses	60% of purchase cost or Rs. 85 Lakhs (whichever is lower) for Minimum 15% localization is achieved	60% of purchase cost or Rs. 1.0 Crore (whichever is lower) for Minimum 35% localization is achieved.
Electric 4 wheeler		
Length <= 4m	Rs 76000 for minimum range of 70 KM	Rs. 124000 for minimum range of 105 KM
Length > 4m	Rs 60000 for minimum range of 70 KM	Rs. 138000 for minimum range of 105 KM
(C) Electric 3 wheeler		
L5 category	Rs. 51000/- for minimum range of 50 KM	Rs. 61000/- for minimum range of 80 KM
Low Speed Three Wheeler	Rs. 37500/- for minimum range of 50 KM	Rs. 45000/- for minimum range of 80 KM
Charging Infrastructure	10% of the incentive amount of Bus Fleet Additional support for charging infrastructure for other public transport will be given by DHI on a proportional basis as required.	

Issue d
28/12/17

Sd/-
27/12/2017

DR. J. K. SHARMA, Joint Secretary, DHI
Ministry of Heavy Industries and Public Enterprises
Udyog Bhawan, New Delhi-110011

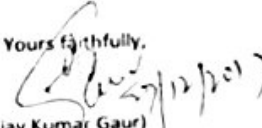
3. Above approval is subject to satisfaction of following conditions.

- i. LOI would be placed on OEMs /Supplier by the selected cities by 28th February 2018. Upon failure to this deadline, the LOI is liable to be cancelled.
- ii. Before placing the supply order /finalizing the contract, clearance of DHI would be obtained so that the fund availability position can be ascertained.
- iii. Upon placement of the supply order, 20 per cent of the incentive due will be given to the applicant State Government departments/ Undertakings/ Municipal corporations as advance by DHI.
- iv. For three-wheelers and four-wheeled shared mobility, incentives would be drawn through the existing mechanism of DIDM, duly identifying the transaction by quoting the EOI reference.
- v. For cities with proposals approved only for buses, efforts to provide multi-modal public transport to address issues such as last mile connectivity are to be made.
- vi. State Government Departments/ Undertakings/ Municipal Corporations will be encouraged to expeditiously build favourable ecosystem for e vehicles, by locating charging infrastructure at suitable points, providing dedicated parking spaces and providing other financial and non-financial incentives.
- vii. State Government Departments/ Undertakings/ Municipal Corporations will take necessary steps to build a sustainable infrastructure to carry forward the push to electric mobility/ new energy vehicles.
- viii. For verification of localization content, conditions as mentioned in Notification no. S.O. 3012(E) dated 12th September 2017 will be applicable, i.e. "OEM will issue self-certification about localization content. However, DHI will retain the right to get the same verified from specialised expert agencies."

4. Detailed plan of execution of the above project may be submitted within 10 days, including tie-up letter from 3W & 4W aggregator (if any). A meeting of the successful bidding cities will be shortly held in DHI to underline the charting out of the execution plan.

5. This issues with the approval of competent authority.

Yours faithfully,


(Ajay Kumar Gaur)

Under Secretary to the Government of India

Tel. No: 011-23061340

Email: ak.gaur@nic.in

श्री अजय कुमार गौर
असिस्टेंट सचिव, भारत सरकार
केंद्र, प्रमुख, प्रशासनिक एवं प्रशिक्षण
मंत्रालय, नई दिल्ली, भारत
केंद्र संख्या: एम. 3012 (ई) 2017
उद्योग भवन, नई दिल्ली 110011