



Tender No.122 Dated: 3.2.2020

Request for Proposal (RFP)

for

**Selection of Service Provider for Procurement, Operation and
Maintenance of 9 Mtr Non AC 90 Electric Buses for Metro Feeder
Service on Gross Cost Contract (GCC) Model**

by

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

DISCLAIMER

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

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

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

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

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

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

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

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

CONTENTS

SECTION 1: LETTER OF INVITATION	4
SECTION2: INFORMATION TO BIDDERS.....	6
A. DEFINITIONS.....	6
ABBREVIATIONS	8
B. GENERAL.....	9
1. DESCRIPTION OF PROJECT	9
2. INTRODUCTION	11
3. CONTENTS OF RFP DOCUMENT	11
4. ELIGIBILITY OF THE BIDDERS.....	12
5. CONDITION RELATED TO TECHNOLOGY PARTNER	13
6. FRAUD & CORRUPT FRAUDULENT PRACTICES.....	13
7. CLARIFICATION AND AMENDMENT OF RFP.....	14
8. COST OF PROPOSALS.....	15
9. CURRENCY.....	15
10. CONSULTANT(S) OR ADVISOR(S).....	15
11. CONTACTING THE AUTHORITY	15
12. LANGUAGE OF PROPOSALS.....	15
13. BID SECURITY	16
C. PREPARATION OF PROPOSAL.....	16
14. DOCUMENTS COMPRISING THE PROPOSAL	16
15. PERIOD OF VALIDITY OF PROPOSAL.....	18
16. FORMAT AND SIGNING OF PROPOSAL	18
17. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS	18
18. DEADLINE FOR SUBMISSION OF PROPOSALS.....	19
19. EVALUATION OF PROPOSAL.....	20
20. NEGOTIATIONS	20
21. AWARD OF CONTRACT.....	21
22. SIGNING OF AGREEMENT	21
23. PERFORMANCE SECURITY	23
24. CONFIDENTIALITY	23
25. FORFEITURE OF BID SECURITY	23
26. TIME TABLE.....	23
27. STEERING COMMITTEE.....	23
SECTION 2A : BID DATA SHEET	25
SECTION 3 : ANNEXURES.....	29

ANNEXURE 1 : PROPOSAL SUBMISSION FORM	30
ANNEXURE 2 : DETAILS OF BIDDERS.....	31
ANNEXURE 3: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL.....	32
ANNEXURE 4: FORMAT OF POWER OF ATTORNEY FOR LEAD MEMBER OF THE JV/CONSORTIUM	33
ANNEXURE5: FORMAT FOR JV/CONSORTIUM AGREEMENT.....	35
ANNEXURE6: FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER.....	38
ANNEXURE 7: FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT BLACKLISTED.....	40
ANNEXURE 8: FORMAT FOR MEMORANDUM OF UNDERSTANDING.....	41
ANNEXURE 9: FORMAT FOR KEY CONDITIONS TO BE INCLUDED IN THE MOU WITH TECHNOLOGY PARTNER	43
ANNEXURE 10: FORMAT FOR DETAILS OF TECHNOLOGY PARTNER	44
ANNEXURE11: FORMAT OF UNDERTAKING BY TYPE 2 BIDDER.....	45
ANNEXURE12: FORMAT OF NON-COLLUSION CERTIFICATE	47
ANNEXURE 13: FORMAT FOR BID SECURITY.....	48
ANNEXURE 14: FORMAT OF AFFIDAVIT.....	51
ANNEXURE 15: TECHNICAL CAPACITY OF TECHNOLOGY PARTNER.....	52
ANNEXURE 16: OPERATIONS PLAN WRITE UP	53
ANNEXURE 17: FORMAT FOR DRAFT LETTER OF ACCEPTANCE	54
ANNEXURE 18 : FORMAT OF ACKNOWLEDGEMENT LETTER OF ACCEPTANCE	55
ANNEXURE 19 : BREAKUP OF COST DETAILS & DRAFT FORMAT OF THE FINANCIAL BID TO BE UPLOADED IN E-PORTAL	57
SECTION 4 : BUS SPECIFICATIONS.....	58

SECTION 1: LETTER OF INVITATION

1. The Bangalore Metropolitan Transport Corporation (BMTC) is established to provide adequate, efficient, economic and coordinated transport services to the commuters of Bangalore Metropolitan region part of the State of Karnataka.
2. BMTC invites solicited bids from reputed, competent companies, who meet the qualification criteria as stipulated in the RFP Document for “Selection of Service Provider for Procurement, Operation and Maintenance of 90 Feeder Service Electric Buses to Namma Metro on Gross Cost Contract (GCC) Model”.
3. The details and calendar of events shall be as follows:

Tender Inviting Authority	Chief Mechanical Engineer (P), KSRTC, Central Offices, Bangalore
Tender Accepting / Appellate Authority	MD, KSRTC/Principal Secretary to Government Transport Department, GoK
Name of Work	Selection of Service Provider for Procurement, Operation and Maintenance of 9 Mtr Non AC 90 Electric Buses for Metro Feeder Service on Gross Cost Contract (GCC) Model
Start Date for the issue of RFP documents	For reference, view and download in e-procurement portal of GOK.
Date / Time/Place of the Pre-Bid Conference	17.2.2020 at 11.30 Hrs
Last Date & Time for Tender Queries and Clarifications in e-portal	15.2.2020 at 13.30 Hrs
Last date and time for submission of Proposal through e-portal.	4.3.2020 at 17.00 Hrs
Last date and time for submission of Hard Copies (Proposal Due Date)	6.3.2020 up to 17.00 Hrs
Date /Time/ Place of opening Technical Proposal	7.3.2020 at 11.30 Hrs
Date /Time/ Place of opening Financial Proposal	13.3.2020 at 11.30 Hrs
Bid Security	INR500/- is to be paid through e-payment mode and the remaining amount of INR 89,99,500/- is to be paid in the form of Bank Guarantee in favour of “Chief Accounts Officer-FA, KSRTC” payable at Bangalore and should be enclosed along with the Proposal.
Tender Processing Fee	INR550/- or as applicable as per e-Proc Guidelines to be paid through e-payment mode only.
Tender Form Fee	INR25,000/- (inclusive of GST) to be paid in the form of Demand Draft in favour of “Chief Accounts Officer- FA, KSRTC and should be enclosed along with the original (Hard Copies) Documents.
Contact Person Telephone / Fax /E-Mail	Chief Mechanical Engineer, KSRTC Mobile No. : 7760990006 Email id: cme@ksrtc.org
Address for communication	Chief Mechanical Engineer (P), KSRTC Central Offices, Shantinagar Bangalore-560027

Section 2: Information to Bidders

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

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

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

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

SECTION2: INFORMATION TO BIDDERS

A. DEFINITIONS

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

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

ABBREVIATIONS

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

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

- 1.1 The Authority has undertaken key initiatives to establish an environmentally, socially and financially sustainable network of public transport for Bangalore, to encourage commuters to shift to public transport system/s. One of the tasks to achieve the above-mentioned program is to streamline the bus operations through private operators. For this the Authority has formulated a scheme that aims at operation of buses in Bangalore to specified performance standards, with specific focus on safety, by private entities selected through a competitive bidding process under a suitable contractual structure. Accordingly permits shall be granted to operate on identified routes. The schedules will be provided during signing of agreement with the successful bidder.
- 1.2 A subsidy/ incentive amount of Rs. 50.00 lakh per bus received from M/s. Bengaluru Smart City Ltd. shall be provided to the Service Provider.
- 1.3 The Service Provider shall be required to comply with the provisions of the Motor Vehicle Act, 1988 any amendments made thereof, rules and permit conditions made there under, and any other relevant statutes and directions of Hon'ble Courts issued from time to time. Details of information about number of buses under AC category are provided in table below:

Length of Bus	Aggregated Effective Kilometers / Year / Bus	Number of Buses
9m Non AC Buses	63,000 kms (180 Kms x 350day)	90

- 1.4 The Service Provider would be required to mobilize, finance, procure, develop necessary infrastructure, and operate the Stage Carriage Services in accordance with the specifications and standards set out in Agreement and under other applicable laws/ bylaws governing such operations.
- 1.5 A total of three (3) depots would be identified by the authority for 90 electric bus operations.
- 1.6 The Service Provider will also be required to meet Performance Standards, specified in the Specifications, failing which appropriate penalty would be levied for non-performance thereof. The Performance Standards shall cover the following requirements:
- i. Specifications & Standards for the buses
 - ii. Service levels benchmarks for bus operations
 - iii. Performance of staff
- 1.7 The Service Provider shall procure buses as per the Specifications defined: Standard and Specifications by the Authority and shall also include various, but not limited to components such as ITS System defined under UBS II Guidelines issued by Ministry of Urban Development, AIS 140 Specifications and any amendments issued thereof. Some of the equipments and their quantities are listed below:
- i. Intelligent Transport Management System (ITMS)
 - a. Passenger Display Boards 4
 - b. Speaker 4
 - c. Amplifier 1
 - d. SCU / OBU 1
 - e. DDU 1
 - f. CCTV System 2 Internal Cameras,
1 External Reverse Camera with Cover

1 Internal Front Facing Camera

1 MDVR for storage up to 7 days

- g. Panic Button System integrated into the SCU / OBU
- h. Provision for Validators/Tab 1 at each entry and exit door as per specification enclosed in the RFP.

1.8 All buses under the Scheme would be operating under a common brand, tentatively referred as "BMTC" and/or any name as approved by the Authority.

1.9 A detailed time table ("Time Table" or "TT"), setting out time-slots for operation of buses is provided in the RFP.

1.10 The Fares will be collected through a variety of options on-board and off board like cash, smartcard, QR Code, etc as tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services is also envisaged to be introduced at a later date of the Period of Contract. On-board, off-board collection and any other revenue stream including advertisement revenue shall be retained by the Authority. A detailed mechanism is provided in the Agreement. If any kind of advertisement displayed in and out of the bus, in such case the advertisement revenue shall be remitted to BMTC.

1.11 An agreement for development, operation, management, financing of the Project ("Agreement") with development milestones and operations requirements/ specifications/ performance standards clearly set out is expected to be executed between the Authority and the Successful Service Provider of the Project. The AGREEMENT would also provide specific rights towards use of road infrastructure, bus stops bus depot, charging infra, development and bus terminals for use by the Service Provider.

2. INTRODUCTION

- 2.1 The Bangalore Metropolitan Transport Corporation (BMTCC) the ("Authority") invites Request for Proposal (RFP) in the form of proposal ("Proposal") through e-procurement portal of Government of Karnataka www.eproc.karnataka.gov.in from suitable business entities and other interested parties for Selection of Service Provider for Procurement, Operations and Maintenances of Electric Bus Services on Gross Cost Contract (GCC) Model. The concession period would be for an initial period ten (10) years and would be extendable by another two (2) years ("Project").
- 2.2 The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document in order to identify the Successful Bidder for the Project (hereinafter referred to as the "Successful Bidder"). The Successful Bidder would then be required to enter into an AGREEMENT with the Authority as per the draft Agreement of this RFP Document and perform the obligations as stipulated therein, in respect of the Project.
- 2.3 Pursuant to the release of this RFP Document, the Authority shall receive Proposals, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents to be provided to the Authority pursuant to this RFP Document including Annexures thereto (collectively referred to as the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Authority.
- 2.4 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.
- 2.5 This RFP Document is not transferable.

3. CONTENTS OF RFP DOCUMENT

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

Document including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by the Authority.

4. ELIGIBILITY OF THE BIDDERS

4.1. Option 1: OEM

- a. The OEM shall be a registered Electric Bus Manufacturer with bus manufacturing facilities in India. Should submit copy of the registration certificate in respect of manufacturing of electric buses issued by authorized agencies.
- b. Should have manufactured and delivered average 15 Electric or 50 HSD/CNG buses in the last three financial years in India. Should submit copies of Invoices.
- c. Should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/Midi/Standard electric bus (100% battery operated) from the designated testing center in India. i.e., CMVR type approval of at least one model of electric bus. Should submit copy of the Test certificate issued by authorized testing agencies under rule 126 of CMVR.
- d. Should have a Minimum Average Annual Sales Turnover of INR.40.00 Crores for the last 3 (three) Financial years and shall have positive Net worth as on 31st March 2019. Should submit statement from the statutory auditor certifying/specifying net worth & turnover of the bidder, also specifying that the methodology adopted for calculating net worth and turnover conforms to the provision of the RFP in proof of both turnover and net worth.
- e. Should have been registered in FAME Scheme under DHI as per FAME guidelines. Should submit copy of the registration.

Option 2: A Central/State Public Sector Companies and their subsidiaries having tie-ups with OEM's and Operators of EV buses is allowed to participate directly as single bidder.

Option 3: JV/Consortium:

- a. A combination of maximum four (4) members comprising one lead member, herein referred as "JV/Consortium". The JV/Consortium must have one OEM mandatorily. The other consortium members may be bus operator, aggregator or financier The bid must be submitted by lead member of consortium.
- b. In case of consortium, the respective OEM should have qualification criteria mention in 4.1(option1).

4.2 Incorporation of Special Purpose Vehicle (SPV)

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

4.3 The Bidder / SPV shall have a registered office in Bangalore City or given an undertaking to establish a registered office within 90 days of receipt of Letter of Acceptance.

4.4 Notwithstanding anything stated elsewhere in these documents, the Authority shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to the Authority. A Bidder may be disqualified if it is determined by the Authority, at any stage of the process, that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided within a reasonable timeframe as stipulated by the Authority

5. CONDITION RELATED TO TECHNOLOGY PARTNER

5.1 A Technology Partner can bid as a Bidder in the capacity of an Operator. A Technology Partner bidding in the capacity of an Operator, individually or as a member of a Consortium shall not be entitled to act as a Technology Partner for any other Bidder bidding for the Project

5.2 A Technology Partner shall support the Bidder for the Period of Contract. Any change in the Technology Partner shall only be permitted under unforeseen circumstances after the approval of Authority. However, no change in Technology Partner shall be permitted prior to the COD of the Project.

5.3 Bidder shall carry out its own due diligence to ascertain that the Technology Partner meets the guidelines as set forth in this RFP Document. The Bidder shall assure itself that the Technology Partner has sufficient supply capacity across different Projects that the Bidder chooses to bid, Authority at its discretion can disqualify the Bidder if:

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

6. FRAUD & CORRUPT FRAUDULENT PRACTICES

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

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

- 6.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government departments of the state or Central Government in accordance with the above.
- 6.3 The Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its Affiliates which have been engaged by BMTC to provide consulting services related to this RFP document.
- 6.4 The Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
- 6.5 The Bidder shall not make attempts to establish unsolicited and unauthorized contact with the Authority, or Bid Evaluation Committee (formulated by the Authority) after opening of the Tender and prior to the notification of the award and if any attempt by the Bidder to bring to bear extraneous pressures on the Authority shall be sufficient reason to disqualify the Bidder.
- 6.6 In such cases, the Authority
- a) will reject a Proposal for award if it determines that the Bidders recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
 - b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- 6.7 Furthermore, the Bidder shall be aware of the provision stated below:
- a) The Bidder shall permit the Authority to inspect its accounts and records relating to this project and to have them audited by auditors appointed by the Authority, if so required.
 - b) The Authority may at any time terminate the Contract by giving written notice to the Bidder, if they become bankrupt or otherwise insolvent. In this event, termination will be with compensation to the Bidder till the last date of Services, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Authority.
- 6.8 Termination for Default:
- a) The Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the AGREEMENT in whole or part:
 - b) If the Service Provider fails to deliver any or all of the Services within the period(s) specified in the AGREEMENT, or within any extension thereof granted by the Authority or
 - c) If the Service Provider fails to perform any other obligation(s) under the AGREEMENT.
- 6.9 Debarment of Tenders:
- Debarment of Tenders shall be taken up by the Authority following of Section 14A. of Karnataka Transparency in Public Procurements (Amendment) Act 2018, if the tenderers engages in corrupt or fraudulent practices.

7. CLARIFICATION AND AMENDMENT OF RFP

- 7.1 Bidders may request for clarification on any items in the RFP Document up to the pre-bid meeting date as specified in the Data Sheet before the Proposal Due Date. Any request for clarification must be sent in writing by e-mail to the Authority's address indicated in the Data

Sheet. The Authority will respond by uploading the response (including an explanation of the query but without identifying the source of inquiry) in the GoK e-procurement portal.

- 7.2 Before the deadline for submission of Proposals, the Authority may modify the RFP Document by issuing online addendum. The addendum will appear on the web page of the website <https://eproc.karnataka.gov.in>. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Authority may extend as necessary the deadline for submission of Proposals.
- 7.3 The Bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Project and on the local conditions, Bidders are encouraged to visit to the Authority's offices before submitting a Proposal and to attend the Pre-Proposal conference. They must fully inform themselves of the project, local conditions and take the same into account before submitting their Proposal.

8. COST OF PROPOSALS

- 8.1 The Bidder shall bear all costs associated with the preparation, submission of its Proposal, and of negotiating the AGREEMENT, including visits to the Authority, etc. are not reimbursable and the Authority is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.

9. CURRENCY

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

10. CONSULTANT(S) OR ADVISOR(S)

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

11. CONTACTING THE AUTHORITY

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

12. LANGUAGE OF PROPOSALS

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

13. BID SECURITY

- 13.1 Bidders shall submit, along with their Proposal, Bid Security of INR 90,00,000/- (Indian Rupees Ninety lakhs Only) out of which INR 500/- (Indian Rupees five hundred Only) shall be paid online through eproc portal of GoK and the remaining INR 89,99,500/- (Indian Rupees Eighty nine lakh ninety nine thousand and five hundred Only) in the form of Bank Guarantee ("Bid Security") in favour of Managing Director, KSRTC.
- 13.2 In case of Bank Guarantee, the Bid Security shall be submitted either using the Bank Guarantee Form included in Section 3 - Annexure 13 or in another substantially similar format approved by the Authority prior to Proposal Due Date from Nationalized Bank/ Scheduled Bank. In either case, the form must include the complete name of Bidder. The Bid Security shall be valid for one hundred and eighty days (180) days and beyond any period of extension if requested under Section -2 Clause 15. Any Proposal not accompanied with the Bid Security of the required value and minimum required validity shall be rejected by the Authority as non-responsive.
- 13.3 The Authority would refund the Bid Security of all the unsuccessful Bidders without interest within one (1) month from the date of signing of the AGREEMENT with the Successful Bidder. The Authority shall not be liable to pay any interest on the Bid Security while refunding it to the Bidders.
- 13.4 The Bid Security, for the amount mentioned above, of Successful Bidder would be returned without interest upon submission of Performance Bank Guarantee or satisfactory completion of Services during the Period of Contract.
- 13.5 The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's right or remedy herein under or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to this RFP Document including the consideration and evaluation of the Proposal under the following conditions:
- a) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP Document and as extended by the Authority from time to time
 - b) In the case of the Successful Bidder, if the Bidder fails to reconfirm its commitments during negotiation;
 - c) In the case of the Successful Bidder, if the bidder fails to sign the AGREEMENT.
- 13.6 In case the Proposal is submitted without Bid Security as mentioned above, then the Authority reserves the right to reject the Proposal without providing opportunity for any further correspondence to the Bidder concerned.

C. PREPARATION OF PROPOSAL

14. DOCUMENTS COMPRISING THE PROPOSAL

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

Part 1 : Qualification Proposal;

Part 2: Technical Proposal and

Part 3: Financial Proposal.

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

14.2 **Qualification Proposal:** The minimum essential requirement in respect of Qualification Proposal is as follows:

- i. Proof of payment towards the cost of RFP Document.
- ii. Covering Letter cum Project Undertaking as per Section 3 - Annexure 1 stating the Proposal Validity Period
- iii. Details of Bidder (in case of Consortium, this would need to be provided by all the members) as in Section 3 - Annexure2
- iv. Proof of registration of the Bidder (in case of Consortium, proof of registration of all the Members)
- v. Power of Attorney for Signing of the Proposal (in case of Consortium, this would need to be provided by all the members) as in Section 3 - Annexure 3.
- vi. In case of Consortium, Power of Attorney for designating of the Lead Member of Consortium as in Section 3 - Annexure 4.
- vii. In case of Consortium, Memorandum of Understanding entered into between members as in Section 3 - Annexure 5 and Section 3 - Annexure 8.
- viii. Financial Capability of the Bidder (in case of Consortium, Financial Capability of all the members) as in Section 3 - Annexure6.
- ix. Format for Affidavit Certifying that Business Entity / Promoter(s) / Director(s) of Business Entity are not Blacklisted / Barred as in Section 3 - Annexure7.
- x. Memorandum of Understanding entered into between the Bidder and the Technology Partner as in **Section 3 - Annexure9**.
- xi. Provide details of Technology Partner as in Section 3 - Annexure 10.
- xii. Letter of Undertaking where the Bidder is a option 3 Bidder, as per the format attached in Section 3 - Annexure 11.
- xiii. Non-Collusion Certificate as per Section 3 - Annexure 12.
- xiv. Bid Security as per Section 3 - Annexure 13.
- xv. Affidavit as per Section 3 - Annexure 14.

14.3 The Proposals found deficient in any respect of these requirements will not be considered for Technical Proposal evaluation. Bidders must furnish documents in support of Qualification Proposal evaluation in the formats given in RFP Document.

14.4 **Technical Proposal:** The Technical Proposal shall not include any Financial Proposal forms. All Proposals will be treated non-responsive, if Technical Proposal includes any financial information and/or submission forms. Bidders are required to submit the following under Technical Proposal.

- i. Technical Capacity of the Technology Partner as in Section 3 – Annexure15
- ii. Operations Plan write-up as per Section 3 – Annexure16.

14.5 **Financial Proposal:** While preparing the Financial Proposal, Bidders shall take into account the requirements and conditions of the RFP Document. The Bidder should quote per kilometer rates considering with electricity charges and without electricity charges.

- 14.6 The Financial Proposal shall be submitted online only through the e-procurement portal <https://eproc.karnataka.gov.in>. The bidder shall also provide details as per Annexure-19 in hard copy.
- 14.7 Financial Proposal will be opened only for those Bidders that are found to be eligible as per Eligibility criteria evaluation.
- 14.8 The Financial Proposal should clearly indicate the amount asked with electricity charges and without electricity charges by the Bidders per kilometer without any assumptions of conditions attached to such amounts. Proposal not furnished in the e-portal then the Financial Proposal shall be considered non-responsive and is liable to be rejected.

15. PERIOD OF VALIDITY OF PROPOSAL

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

16. FORMAT AND SIGNING OF PROPOSAL

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

17. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 17.1 The Qualification Proposal and Technical Proposal shall be uploaded in the GoK e-procurement portal and shall be submitted in hard bound form with all pages numbered serially and by giving (1 original and 1 copy) to the Authority on date, time and address as mentioned in the Data Sheet. The Financial Proposal shall be uploaded in the GoK e-procurement portal <https://eproc.karnataka.gov.in>. The Financial Proposal containing price proposal shall be submitted online only. Bidders shall submit the information as per Annexure-19.
- 17.2 **Electronic Proposal Submission:** Detailed guidelines for viewing Proposals and submission of online Proposals are given on the website. The Invitation for Proposals is published on this website. Bidder can logon to this website and view the Invitation for Proposals and can view the details of works for which Proposals are invited. The prospective Bidder can submit Proposals online; for this, the Bidder is required to have enrolment/registration in the website and should

have valid Digital Signature Certificate (DSC) Keys. The DSC can be obtained from any authorized certifying agencies. The Bidder should register in the web site <https://eproc.karnataka.gov.in>. After this, the Bidder can login the site through the secured login.

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

- 17.3 The completed Proposal shall be uploaded on the website given above along with scanned copies of requisite certificates as mentioned in different sections in the RFP Document.
- 17.4 All proposals, must be submitted online not later than time specified in the Data Sheet. The electronic system would not allow any late submission of Proposals after due date and time as per server time.
- 17.5 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously:
- (i) the name of the Bidder, and
 - (ii) any other information deemed appropriate or as indicated in the Data sheet.
- 17.6 The Authority will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.
- 17.7 **Hard Copy Submission:** The signed Proposal shall be marked "Original", and its copies marked "Copy"¹ as appropriate. The Bidder must submit (1 Original and 1 Copy) of Qualification and Technical Proposal in hard bound. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.8 The Hard Copy Proposal submission will comprise three (3) separate sealed envelopes which will be placed in a sealed outer envelope as follows:
- a) The first envelope (Envelope A) will contain the Qualification Proposal in original and such number of copies as specified in the Data Sheet and be marked as follows:

"QUALIFICATION PROPOSAL"

"SELECTION OF SERVICE PROVIDER FOR PROCUREMENT, OPERATIONS AND MAINTENANCES OF ELECTRIC BUS SERVICES ON GROSS COST CONTRACT (GCC) MODEL"
 - b) The second envelope containing the payment of Bid Security amount, receipt of tender form fee and tender processing fee as mentioned in RFP Document.
 - c) The third envelope will contain the details in original as per Annexure-19.

18. DEADLINE FOR SUBMISSION OF PROPOSALS

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

¹Copy means photo copy of the original proposal.

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

19. EVALUATION OF PROPOSAL

19.1 A Proposal Evaluation Committee formulated by the Authority would evaluate the proposals.

19.2 Evaluation of Qualification Proposal

The Proposal Evaluation Committee will evaluate the Proposals on the basis of their responsiveness to the eligibility criteria defined in the Data Sheet.

19.3 Opening and Evaluation of Financial Proposals.

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

20. NEGOTIATIONS

- 20.1 Prior to the expiration period of the Proposal validity, the Authority will notify the most preferred Bidder i.e. the highest ranked Bidder in writing by registered letter, e-mail, or facsimile and invite him to negotiate the AGREEMENT.
- 20.2 Before the start of negotiations, the most preferred Bidder (L-1) shall be asked to give justification for the cost quoted by them to the full satisfaction of the Authority. Negotiations

shall aim to reach agreement on all points and finalize a AGREEMENT by the conclusion of negotiations.

- 20.3 Special attention will be paid to getting the most the Bidder can offer within the available budget and to clearly defining the inputs required from the Authority to ensure satisfactory implementation of the Project. Negotiations on Financial Proposal will be held with the aim to reach agreement on all points and sign the AGREEMENT. Such discussions / negotiations shall be held at address indicated in the Data Sheet.
- 20.4 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.
- 20.5 The negotiations will conclude with a review of the draft form of the AGREEMENT. To complete negotiations the Authority and the Bidder will sign the agreed AGREEMENT.

21. TRIAL RUN

Field trials to be conducted by L-1 bidder in BMTC jurisdiction for 07 days before issuing Letter of Award.

22. AWARD OF CONTRACT

- 22.1 The Authority shall issue a Letter of Acceptance (LoA) to the Successful Bidder as specified in Section 3 - Annexure 19, within thirty (30) days from the date of issue of LoA. The Successful Bidder shall accept the LoA and submit to the Authority, the Acknowledgement Letter set out in Section 3 - Annexure 17.
- 22.2 The notification of award through LOA will constitute the formation of the Contract which shall be formalized and detailed further through the AGREEMENT that would be executed by the Parties.

23. SIGNING OF AGREEMENT

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

23.3 Expenses for the Agreement

Any and all incidental expenses of execution of the AGREEMENT shall be borne by the Successful Bidder.

23.4 Annulment of Award

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

23.5 Failure to Abide by the Agreement

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

23.6 Amount to be Recovered for Incomplete Tenure

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

The recovery calculation shall be as below:

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

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

24. PERFORMANCE SECURITY

24.1 The Successful Bidder shall furnish, within thirty (30) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank. The BG shall be furnished for an amount equivalent to INR 50,00,000/- (Indian Rupee Fifty lakh only) per bus towards Subsidy Performance Security (as and when released by M/s. Bengaluru Smart City Ltd.) valid for a period of 5 (five years) from the date of submission and /or any additional period as the Authority may require and INR 30,000/- (Indian Rupee Thirty thousand Only) per bus towards Performance Security, valid for a period of ninety (90) days beyond the date of completion of Project. The Bank Guarantee will be released by the Authority upon expiry of ninety (90) days beyond the date of completion of Services provided rectification of errors if any, found during implementation of the Contract, and satisfactory report by the Authority in this regard is issued. If a successful Bidder fails to submit the Performance Security (as specified above), it shall attract penalty, i.e. encashment of Bid Security.

25. CONFIDENTIALITY

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

26. FORFEITURE OF BID SECURITY

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

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

27. TIME TABLE

The Service Provider agree that the Time Table shall be prepared and finalized by the Authority in consultation with the Service Provider atleast 30 (thirty) days prior to the scheduled delivery of the first Lot of Buses. If the Time Table could not be finalised as above, then, either the Authority or the Service Provider may refer the points/ issues, which has caused non-finalisation of the Time Table, to the Steering Committee. The Steering Committee shall consider and decide on such points/ issues, within 7 (seven) days of its reference, such that the Time Table is finalised accordingly. The decision of the Steering Committee shall be final and binding on the Authority and the Service Provider in respect to the Time Table.

28. STEERING COMMITTEE

A committee ("**Steering Committee**") comprising of Managing Director of the Authority as Chairman of the Committee, CTM (Operations), CME, and Service Provider shall be constituted on or before the COD. The Managing Director of the Authority will be the Chairman of the Steering

Committee and will chair all meetings held by it and in his absence, the nominated person by the Managing Director of the Authority will chair such meetings.

1. The Chairman of the Steering Committee shall have a second or a casting vote.
2. The Steering Committee shall meet last Monday of each quarter at a time and place as decided by the Managing Director of the Authority as may be called upon by any member thereof, with prior written request of at least 7 (seven) Business Days in such regard.
3. The minutes of the meetings of the Steering Committee shall be placed before the next meeting of the Steering Committee.
4. The Authority and the Service Provider shall comply with the directions and decisions of the Steering Committee from time to time.

29. DELIVERY TIMELINES

The expected Delivery Schedule for providing prototype and delivery of registered Non AC Electric buses as per following schedule from the Date of issuance of the Letter of Award as below:

Activity	Timeline
Release of Order	M
Prototype delivery of bus	M + 3 months
Delivery of 50% of tendered vehicles	M + 6 months
Completion of delivery of all 90 vehicles	M + 9 months

SECTION 2A :BID DATA SHEET

Information to Bidders

Sl. No.	Description																		
1	<p>Name of the Authority is: Bangalore Metropolitan Transport Corporation(BMTC)</p> <p>Contact Person: Managing Director, BMTC, Central Offices, Bangalore</p> <p>Name of Project: Selection of Service Provider for Procurement, Operation of Feeder Service to Namma Metro and Maintenance of Electric Buses on Gross Cost Contract (GCC) Model.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Start Date for the issue of RFP documents</td> <td>For reference, view and download in e-procurement portal of GOK.</td> </tr> <tr> <td>Date / Time/Place of the Pre-Bid Conference</td> <td>17.2.2020 at 11.30 Hrs</td> </tr> <tr> <td>Last Date & Time for Tender Queries and Clarifications in e-portal</td> <td>15.2.2020 at 13.30 Hrs</td> </tr> <tr> <td>Last date and time for submission of Proposal through e-portal.</td> <td>4.3.2020 at 17.00 Hrs</td> </tr> <tr> <td>Date and time for submission of Hard Copies (Proposal Due Date)</td> <td>6.3.2020 up to 17.00 Hrs</td> </tr> <tr> <td>Date /Time/ Place of opening Technical Proposal</td> <td>7.3.2020 at 11.30 Hrs</td> </tr> <tr> <td>Date /Time/ Place of opening Financial Proposal</td> <td>13.3.2020 at 11.30 Hrs</td> </tr> <tr> <td>Contact Person Telephone / Fax /E-Mail</td> <td>Chief Mechanical Engineer, KSRTC Mobile No. : 7760990006 Email id: cme@ksrtc.org</td> </tr> <tr> <td>Address for Pre-Bid Conference and any Communication</td> <td>Chief Mechanical Engineer (P), KSRTC Central Offices, Shantinagar Bangalore-560027</td> </tr> </table>	Start Date for the issue of RFP documents	For reference, view and download in e-procurement portal of GOK.	Date / Time/Place of the Pre-Bid Conference	17.2.2020 at 11.30 Hrs	Last Date & Time for Tender Queries and Clarifications in e-portal	15.2.2020 at 13.30 Hrs	Last date and time for submission of Proposal through e-portal.	4.3.2020 at 17.00 Hrs	Date and time for submission of Hard Copies (Proposal Due Date)	6.3.2020 up to 17.00 Hrs	Date /Time/ Place of opening Technical Proposal	7.3.2020 at 11.30 Hrs	Date /Time/ Place of opening Financial Proposal	13.3.2020 at 11.30 Hrs	Contact Person Telephone / Fax /E-Mail	Chief Mechanical Engineer, KSRTC Mobile No. : 7760990006 Email id: cme@ksrtc.org	Address for Pre-Bid Conference and any Communication	Chief Mechanical Engineer (P), KSRTC Central Offices, Shantinagar Bangalore-560027
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Date /Time/ Place of opening Technical Proposal	7.3.2020 at 11.30 Hrs																		
Date /Time/ Place of opening Financial Proposal	13.3.2020 at 11.30 Hrs																		
Contact Person Telephone / Fax /E-Mail	Chief Mechanical Engineer, KSRTC Mobile No. : 7760990006 Email id: cme@ksrtc.org																		
Address for Pre-Bid Conference and any Communication	Chief Mechanical Engineer (P), KSRTC Central Offices, Shantinagar Bangalore-560027																		
2	Maximum number of members in the JV / Consortium shall be: Four(4)																		
3	Proposals should be submitted in the following language(s): English																		
4	<p>Evaluation of Qualification Proposal</p> <ol style="list-style-type: none"> 1. The OEM shall be a registered Electric Bus Manufacturer with bus manufacturing facilities in India. Should submit copy of the registration certificate in respect of manufacturing of electric buses issued by authorized agencies. 2. Should have manufactured and delivered average 15 Electric or 50 HSD/CNG buses in the 																		

Sl. No.	Description
	<p>last three financial years in India. Should submit copies of Invoices.</p> <p>3. Should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/Midi/Standard electric bus (100% battery operated) from the designated testing center in India. i.e., CMVR type approval of at least one model of electric bus. Should submit copy of the Test certificate issued by authorized testing agencies under rule 126 of CMVR.</p> <p>4. Should have a Minimum Average Annual Sales Turnover of INR.40.00 Crores for the last 3 (three) Financial years and shall have positive Net worth for the last 3 (three) Financial years. Should submit statement from the statutory auditor certifying/specifying net worth & turnover of the bidder.</p> <p>5. In case, Central/State Public Sector Companies and their subsidiaries having tie-ups with OEM's and Operators of EV buses is allowed to participate directly, the bidder must submit the relevant certificates.</p> <p>6. In case, JV/Consortium must have one OEM mandatorily. The other consortium members may be bus operator; aggregator or financier, the bid must be submitted by lead member of consortium.</p>
5	<p>All the bidders who pass the Evaluation of Qualification Proposal will be invited to conduct Proof of Concept (POC) in all respects in operating electric buses. The bidder shall take the team of officers of the Authority to the STU/ Organization where the electric buses are being operated at cities having more than 4 million population by the bidder at their own cost. Further, all the performance data should be available to be reviewed and validated during the POC and a meeting with the respective MD/CMD of the STU/Organization should be arranged for a detailed discussion on the same. The qualifying criteria are defined below:</p> <ul style="list-style-type: none"> i. No complaints from respective STU/SPV ii. Satisfactory report from inspecting team of officers
6	<p>The validity of the Proposals must remain for a minimum period of one hundred and eighty (180) days after the Proposal Due Date. Any further extensions shall be subject to mutual written approval from the Bidder.</p>
7	<p>Submission, Receipt and Opening of Proposals</p> <p>The Bidder should submit their Proposals electronically by downloading the RFP from the portal: www.eproc.karnataka.gov.in</p> <p>The electronic submission procedures shall be:</p> <ul style="list-style-type: none"> a. A complete set of bidding documents may also be downloaded from the website "http://eproc.karnataka.gov.in" for reference purpose only. The Bids will be opened online on dd/mm/yyyy. b. The Proposal shall be submitted through e-Procurement Portal (http://eproc.karnataka.gov.in). Firms need to register in the e-Procurement portal

Sl. No.	Description
	<p>to submit their Proposal online. The registration can be done in the e-procurement cell as below:</p> <p>e-Procurement Cell Centre for e-Governance Room No. 141, Gate No. 2, M S Building, Bangalore 560 001, Phone : +91 80 2237 1090, 2237 3788. Email Support : hphelpdesk.blr@intarvo.com</p> <p>c. Contact Details of e-Procurement Cell: 10:00am to 05:30pm on all working days_ Phone Numbers: +91 80 2237 1090, 2234 0060, 2234 0948</p> <ul style="list-style-type: none"> ▪ Bidders Registration : registrar.eproc@karnataka.gov.in ▪ EMD/ Bid Security Refunds : refund.eproc@karnataka.gov.in ▪ Payments Reconciliation : reconcile.eproc@karnataka.gov.in ▪ e-Proc Admin : admin.eproc@karnataka.gov.in ▪ DSC Applications : dsc.eproc@karnataka.gov.in <p>d. Contact Details of ICICI Bank Helpdesk (e-Payment Services)</p> <ul style="list-style-type: none"> ▪ Phone: +91 8041296235, 41296261, 42250402 ▪ Email: helpdeskeproc@icicibank.com <p>e. The RFP Document can be viewed free of cost on the e-Procurement Portal.</p> <p>f. Qualification and Technical Proposal shall be uploaded. The necessary supporting documents for Qualification Proposal and Technical Proposal shall be scanned and attached in the E-Portal of GoK, Bidder's detailed profile, satisfactory Authority certificate along with the purchase order, completion certificate, financial documents for being carried out similar projects, certificate of Incorporation/Certificate of Registration, etc., shall be scanned and attached along with Technical Proposal.</p> <p>g. Financial Proposal details shall be filled and uploaded in the same format provided in E-portal of GOK. which shall be encrypted using the Digital Signature Certificate of the Bidder. The Bidder mention the End Rate in the appropriate field against each item as prescribed in the Financial Bid Format. The Financial Proposal forms shall not be submitted in hard copy. Only Bids who upload the Financial Bid through e-procurement portal will be considered for evaluation.</p> <p>h. Proposals will be treated technically non-responsive if Technical Proposal includes any financial Proposal and/or submission forms.</p> <p>i. The details of Guidelines are available in the Website for information on Digital Signature Certificate: http://www.mca.gov.in/MinistryV2/digitalsignaturecertificate.html</p> <p>j. Bidders shall pay bid processing fee of INR 550/- (Indian Rupee five hundred and fifty Only) or US\$ 10 (United States Dollar Ten Only) or as applicable through any of</p>

Sl. No.	Description
	<p>the 5 options only in the e-portal:</p> <ul style="list-style-type: none"> a) Credit Card b) Debit Card c) National Electronic Funds Transfer (NEFT) d) Net banking e) Over the Counter (OTC) <p>k. The designated bank for Over the Counter (OTC) payments is ICICI bank branches located across the country. Please note that payments submitted through cheque shall not be accepted.</p> <p>If Bidder chooses to pay the process fee through OTC mode then Bidders have to upload the receipt given by the bank at the time of uploading the documents through Over the Counter (OTC) in e-Procurement website and also submit original copy of receipt with in the time prescribed.</p> <p>l. Interested Bidder who wish to participate in this RFP shall pay bid document fee of INR 25,000/- (Indian Rupee Twenty Five thousand Only) inclusive of GST in the form Demand Draft in the name of Chief Accounts Officer-FA, KSRTC.</p> <p>m. Interested Bidder who wish to participate in this RFP shall pay EMD as Bid security of INR 90,00,000/- (Indian Rupees Ninety Lakhs Only) out of which INR 500/- (Indian Rupees five hundred only) shall be paid on-line through eproc portal of GoK and the remaining INR 89,99,500/- (Indian Rupees Eighty Nine Lakhs, Ninety Nine Thousand and Five Hundred Only) in the form of Demand Draft in the name of Chief Accounts Officer-FA, KSRTC.</p> <p>n. Further details regarding Payment, please refer to e-Procurement website www.eproc.karnataka.gov.in.</p>

SECTION 3 :ANNEXURES

Contents

Annexure 1	Proposal Submission Form
Annexure 2	Details of Bidders
Annexure 3	Format for Power of Attorney for signing of Proposal
Annexure 4	Format of Power of Attorney for Lead Member of the JV/consortium
Annexure 5	Format for JV/Consortium agreement
Annexure 6	Format for Financial Capability of the Bidder
Annexure 7	Format for affidavit certifying that Bidder is not blacklisted
Annexure 8	Format for Memorandum of Understanding
Annexure 9	Format for key conditions to be included in the MoU with Technology Partner
Annexure 10	Format for details of Technology Partner
Annexure 11	Format for Undertaking by JV consortium Bidder
Annexure 12	Format for Non-Collusion Certificate
Annexure 13	Format for Bid Security
Annexure 14	Format of Affidavit
Annexure 15	Technical capacity of Technology Partner
Annexure 16	Operations plan write up
Annexure 17	Format for draft Letter of Acceptance (to be issued by Authority)
Annexure 18	Format of acknowledgement Letter of Acceptance (To be issued submitted by Successful Bidder to Authority)
Annexure 19	BREAKUP OF COST DETAILS & DRAFT FORMAT OF THE FINANCIAL BID TO BE UPLOADED IN E-PORTAL

ANNEXURE 1: PROPOSAL SUBMISSION FORM

[Location, Date]

(On Letterhead)

To: (Name of Authority)

Madam/Sir:

Subject: **“Appointment of Service Provider for Procurement, Operation of Feeder Services to Namma Metro and Maintenances of Electric Bus on Gross Cost Contract (GCC) Model”.**

Proposal Submission Form

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

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

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

Thanking You

For <Name of Bidder>

Name of Signatory:
Designation of Signatory
Date
Seal

ANNEXURE 2: DETAILS OF BIDDERS

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

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

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

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

Power of Attorney

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

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

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

For

(Signature)

(Name, Title and Address)

Accepted

.....(Signature)

(Name, Title and Address of the Attorney)

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

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

(On Requisite Stamp Paper)

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

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

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

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

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

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

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

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

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

Instructions:

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

ANNEXURE5: FORMAT FOR JV/CONSORTIUM AGREEMENT

(to be executed by the Members)

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

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

AND

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

WHEREAS

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

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

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

2. Consortium

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

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

3. Covenants

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

4. Role of the Parties

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

5. Representations of the Parties

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

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

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

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

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

(d) there is no litigation pending or, to the Authority of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6. Termination

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

7. Miscellaneous

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

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

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

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

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

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

In the presence of:

1

2.

Instruction:

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

ANNEXURE6: FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

(On the letter head of the statutory auditor)

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

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

General Instructions:

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

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

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

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

(On Letter Head)

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

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

Dated this Day of, 201....

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

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

ANNEXURE 8: FORMAT FOR MEMORANDUM OF UNDERSTANDING

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

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

and

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

and

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

and

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

and

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

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

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

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

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

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

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

Witness:

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

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

ANNEXURE 10: FORMAT FOR DETAILS OF TECHNOLOGY PARTNER

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

ANNEXURE11: FORMAT OF UNDERTAKING BY JV/CONSORTIUM

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

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

and

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

and

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

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

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

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

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

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

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

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

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

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

Witness:

ANNEXURE12: FORMAT OF NON-COLLUSION CERTIFICATE

Non -Collusion Certificate

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

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

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

Dated thisDay of, 20...

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

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

ANNEXURE 13: FORMAT FOR BID SECURITY

(To be executed on stamp paper of appropriate value)

B.G. No. [] Dated:

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

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

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

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

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

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

Signed and Delivered by.....Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

ANNEXURE 14: FORMAT OF AFFIDAVIT

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

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

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

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

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

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

Dated thisDay of, 20..

.....Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

Note:

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

ANNEXURE 15: TECHNICAL CAPACITY OF TECHNOLOGY PARTNER

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

AND/OR (indicate whichever is applicable)

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

AND

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

(Signature of the Authorised Signatory of the Technology Partner)

Name:

Designation:

Instructions:

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

ANNEXURE 16: OPERATIONS PLAN WRITE UP

Bidder shall provide information on the following:

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

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

ANNEXURE 17: FORMAT FOR DRAFT LETTER OF ACCEPTANCE

(TO BE ISSUED BY AUTHORITY)

No. _____

Date:

To,

Authorized Signatory of the Successful Bidder

Dear Mr. _____,

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

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

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

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

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

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

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

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

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

(b) Execution of the Concession Agreement;

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

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

Yours truly,

[Authorized Signatory]

[BMTC]

ANNEXURE 18:FORMAT OF ACKNOWLEDGEMENT LETTER OF ACCEPTANCE

(TO BE ISSUED SUBMITTED BY SUCCESSFUL BIDDER TO AUTHORITY)

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

To

[Authorized Officer]

[BMTC]

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

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

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

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

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

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

.....

Name of Successful Bidder/Lead Member

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

Note:

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

ANNEXURE 19: BREAKUP OF COST DETAILS & DRAFT FORMAT OF THE FINANCIAL BID TO BE UPLOADED IN E-PORTAL

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

S.No.	Description	Cost per Unit
1.	9 Mtr Non AC Buses	
2.	Cost of Battery	
3.	Cost of Validator	
4.	Cost of Tabs	

Draft (to be uploaded only in eportal)

The bidder shall indicate the rate per kilometre in two quotes in the eportal separately in the below mentioned format

S.No.	Description	Cost per kilometer
1.	Rate per kilometre with electricity	To be uploaded only in eportal
2.	Rate per kilometre without electricity	To be uploaded only in eportal

Section 4A: BUS SPECIFICATIONS FOR 9 M ELECTRIC NON AC BUS

The Contracted buses shall be compliant to UBS-II/DHI along with ITS and Bus Code (AIS-052, 140, 153 and AIS-049). The homologation certificate should be provided during the supply of proto type bus and the technical specifications required are as below:

S. No.	Parameter	Specification
1.	Propulsion System	Electrically Propelled Bus using Electric Propulsion System.
2.	Type of Battery	Li-ion or Li-ion Phosphate Battery or Li-NMC or Superior.
3.	a. Battery Pack Rating and Energy/Power b. Minimum & Maximum Charging% c. Maximum 30 Min. Power(kw) d. Motor/s Capacity	1. No. of Motors / Batteries as per Manufacturer's design. 2. Power pack of min 120 kwh 3. Power consumption \leq 1.0 kWh per km. 4. Electrical Re-generation required. 5. Charging Mode – As per manufacturers design. 6. Off-Board or On-Board Charging Required 7. Charging Time less than 2 hours. 8. Safety–Short circuit/ Over Temperature / Lightning Protection is mandatory.
4.	Battery Cooling System	Efficient & Robust Battery Cooling System to be provided for Minimum Maintenance.
5.	Battery Life	Battery Life – Life of Battery should be of minimum 7 years.
6.	Battery Charging System	As per Manufacturer's design.
7.	Electric Drive Motors	Optimal Rating, Type, Make, Model of Electric Drive Motors with minimum maintenance.
8.	Rated Performance at GVW in Stop/ Start In Urban Operation	As per UBS-II
9.	Acceleration (Meter / Sec. ²)	As per UBS-II
10.	Bus Speed of 0 – 30 kmph in Seconds.	As per UBS-II
11.	Maximum Speed	As per UBS-II
12.	Grade ability from Stop at 1.5 GVW	As per UBS-II
13.	Power Requirement for Air Conditioning System, ITS, etc..	Required to be provided by Electrical Propulsion System.
14.	Electrical Propulsion System.	Electrical Propulsion System / Sub Systems(Batteries) Temperature, Motor Speed in RPM, Vehicle Speed, Motor Percent Load (Torque), Diagnostic Message (Electrical Propulsion System Batteries, Cooling System, Motor, Traction Controller Specific), SOC ith Vehicle Health Monitoring System (Battery Health + Regenerative Brake Charging).
15.	Electrical Propulsion System Location	As per Manufacturer's Design / Preferably Battery Location below floor.

S. No.	Parameter	Specification								
16.	Charging Range	The bus should have a capacity of operating 180 Kms minimum with 30 minutes refueling on actual condition with GVW.								
17.	Transmission	As per Manufacturer's Design.								
18.	Front Axle	As per Manufacturer's Design.								
19.	Rear Axle	As per manufactures design.								
20.	Steering	Hydraulic Power Steering with adjustable height and angle adjustment.								
21.	Brakes	Dual circuit full air brakes, with disc type arrangement for front and rear brakes. Full pneumatic electronically controlled disc brakes with brake blending and roll back prevention system. Graduated hand controlled, spring actuated parking brakes acting at rear wheels.								
22.	Wheels (Tyres)	As per CMVR rules								
23.	Turning Circle	As per CMVR Rules.								
24.	Front End Structure	As per manufacturer design.								
25.	Driver Seat	As per requirements of AIS: 023.								
26.	Chassis	<p>As per CMVR Rules</p> <table border="1"> <tr> <td>Wheel base</td> <td>≤ 5000 mm (as per UBS-II)</td> </tr> <tr> <td>Front Over Hang</td> <td>As per CMVR</td> </tr> <tr> <td>Rear Over Hang</td> <td>As per CMVR</td> </tr> <tr> <td>Total length</td> <td>Not more than 9,400 mm</td> </tr> </table>	Wheel base	≤ 5000 mm (as per UBS-II)	Front Over Hang	As per CMVR	Rear Over Hang	As per CMVR	Total length	Not more than 9,400 mm
Wheel base	≤ 5000 mm (as per UBS-II)									
Front Over Hang	As per CMVR									
Rear Over Hang	As per CMVR									
Total length	Not more than 9,400 mm									
27.	Towing Hook	Rigid Towing Hook at Front should be provided as per manufacturers design.								
28.	Suspension	AS per UBS-II								
29.	Shock Absorber	Hydraulic type double acting telescopic shock absorbers shall be fitted on Front & Rear Axle to take vertical damping as per manufacturers design.								
30.	GVW	As per CMVR Rules & its amendments from time to time.								
31.	Speed Limiting Device	As per manufacturers design.								

S. No.	Parameter	Specification	
32.	Accessibility	For ease of maintenance the assy/units i.e. Battery Pack, Air Cleaner Assembly, Rear Axle, Air Bellows, Brake Valves etc. shall be so mounted that they are easily accessible and can be removed without disturbing to other components.	
33.	Control Panel	The Control panel with required control meters shall be easily visible and accessible as per current CMVR & AIS: 052 requirements.	
34.	Type of Bus	Type I Non AC 9 Meter, Bus Model should be approved as per AIS: 052 and its amendments from time to time by any Government Approved Organization.	
35.	Seating System & Seating Capacity.	2 x 2 Plastic moulded seats, seating capacity as per UBS II with a seating capacity of 31 + D	
36.	Body Dimensions		
	i.	Overall Length Max.	≤ 9400 mm.
	ii.	Overall Width Max.	≤ 2600 mm.
	iii.	Over all Height Max.	Max 3800 mm.
iv.	Floor Height Max.	Max.900 mm.	
37.	Floor Structure	As per manufacturers design.	
38.	Vehicle Structure	As per manufacturers design: to meet AIS:052 norms and tested as per AIS : 031: 2004 (Roll-Over-Test).	
39.	Step pan	Step pan should provide with sturdy structure, antiskid strip, step edging angle as per rule of AIS: 052 with safety precautions.	
40.	Paneling		
	a.	Out-Side Paneling	As per Manufacturers design
b.	In-Side Paneling	As per Manufacturers design	
41.	Decorative Aluminium Extruded Section	As per AIS-052	
42.	Insulation	As per AIS-052	
43.	Passenger & Driver Cabin Flooring	As per AIS-052	
44.	Driver Work Area	Driver Work Area should be as per AIS: 047	
45.	Dash Board	FR Grade Composite glass fiber reinforced fiber dash board as per manufacturers design and should be sturdy, durable & decorative with suitable metallic colour paint.	

S. No.	Parameter	Specification
46.	First Aid Box	1 No. in Driver Cabin as per CMVR Rules.
47.	Passenger Door	Pneumatic Door with clear glass window as per requirement of AIS: 052 at LH Side in front of front axle 1. Door mechanism should be robust type to avoid any rattling with good aesthetic look with proper rubber sealing to avoid ingress of water & dust.
48.	Driver Door	As per AIS -052
49.	Emergency Exit & Door	As per AIS -052
50.	Battery Box	As per manufacturers design Battery Box should be properly fitted with LED Light arrangements & along with proper Provision for fitment of Battery Cable to avoid short circuit of Wiring.
51.	Roof Hatch	As per AIS -052
52.	Window & Window Glasses	As per AIS -052
53.	Decency frame/Step Partition	Near passenger step suitable size and space hand holds to be provided for boarding the passengers.
54.	Hand Holds.	As per AIS -052
55.	Provision for Disabled Person	Provision for disabled person as per CMVR, AIS: 052
56.	Sun visor for Windshield	To be provided full width with Good Quality Material and Roller type as per manufacturers design.
57.	Rear View Mirror	As per AIS -052
58.	Cabin Mirror	Suitable 1 No. in Driver cabin to observe movements of passengers.
59.	Destination Board	4 Led Digital Display Destination Board - 1 No. at Front, 1 No. at LH Side, 1 No at Rear and 1 No. at Internal Display Board as per AIS: 052 Bus Body Code along with voice announcement system as per UBS II Guidelines.
60.	Mud Flap	To be provided as per manufacturers design
61.	Passenger Seats	Type Approved plastic moulded Seats 2x2 seats as per AIS: 023. Seat belts to be provided wherever it is necessary with seating capacity of 31 +D.
62.	Registration No. Plate	Registration plate as per the standard size of golden yellow colour be provided
63.	Paint	The approval of design and shade of the paint be obtained from CME(P) before painting.

S. No.	Parameter	Specification
Electrical		
64.	Battery for Ancillaries Equipment's, Lights and Light Signalling Devices.	<ol style="list-style-type: none"> Maintenance Free Two Batteries of 12 V each, Minimum 165 AH of OE Approved Brand only, in polypropylene container with circuit breaker for Ancillaries Equipment's, Lights and Light Signaling Devices. The Battery cable should be as per IS: 2465 & IS / ISO 6722. The connections shall be tinted copper enclosed in high density PVC Sleeve (with plastic corrugated) as per CMVR Rules. The remote battery cut off switch with dash board control be provided or Battery Cut-off Switch near driver seat be accepted. The battery cable should pass through good quality rubber grommet at required places to avoid short circuit and thermal incidences.
	i. Head Light Assy, Fog Lamp, Side Indicator Lamp, Tail Lamp Assy. etc.	<p>Head lights -2 + 2 Nos.</p> <p>Fog lamp -2 nos. in Bumper/suitable place Side indicator lamp-As per CMVR Rules & requirements of AIS: 052 (At Front show).</p> <p>Tail lamp Assy.-As per CMVR Rules & requirement of AIS: 052.</p>
	ii. Passenger saloon Light	Sufficient and attractive LED Tube Lights with inbuilt LED night lamps to meet the requirement of LUX as per AIS: 052.
	iii. LED Light	Sufficient LED Lights should be provided at Driver Cabin, Battery Box, Step Light, etc.
	iv. Number plate Light	For Rear side number plate light should be provided.
	v. ETM Charger	ETM Charger should be provided in Driver Cabin
	vi. PA System	Mike, Amplifier, 4 Nos. Speaker of reputed make
	vii. Warning Device for Emergency door	Good quality as per requirements of CMVR & with suitable Sound level.
	viii. Hooter	1 No. of Hooter (Audio Visual Alarm) with Red Blinking Lights and connection in Side Indicator RH & LH Category 6 Lamps as per requirement of CMVR & AIS: 052 with required Sound level. It is clarified that as per new AIS: 052 requirements, hooter is essential for safety of passengers.
	ix. Side Indicator Lamp	2 Nos. of Side Indicator Category 6 Lamps at LH & RH (Type Approved)
	x. Side Marker Lamp	Type Approved with Amber Reflector as per AIS: 052 requirements.
	xi. End Outline Marker (Height marker)	2 Nos. White at Front & 2 Nos. of Red at Rear with Proper Fitment (Type Approved).
	xii. Reverse Horn	1 No. to be provided.

S. No.	Parameter	Specification
	xiii. Inverter	Sufficient capacity inverter should be provided for avoiding fire incidences
	xiv. Wiring.	All bus wiring should be as per IS : 2465 of 1984. Bus should be fitted with Master Multiplex Wiring compatible for auxiliary system like Intelligence Transport System (ITS) confirming to IP : 67 & AIS :153.
65.	Wind Screen Wiping System	Wind Screen Wiping System should be as per CMVR and IS : 15802.
66.	Validators/ Tab	Provision for fitment of Validators/ Tab be provided
67.	Retro-Reflective Tape of 50 mm wide as per AIS : 090 (Type Approved)	i. White Colour at Front Side as per AIS : 052 Requirements ii. Red Colour at Rear Side as per AIS : 052 Requirements iii. Yellow colour at LH & RH as per AIS: 052 Requirements.
68.	Stickers	As per BMTC requirements.
69.	Tool Box	Standard Tool Box to be provided at appropriate space With Light Arrangement.
70.	Reflector	As per CMVR requirement 2 nos. white reflectors to be provided at front and 2 nos. red reflectors to be provided at rear in addition to reflective tape.
71.	Door Lock & Hinges	AS per AIS-052
72.	Fire Extinguisher	AS per AIS-052
73.	Fire Detection & Suppression System (FDSS)	As per AIS : 135 & AIS : 153
74.	Safety Belts	Safety Belt where ever Necessary as per IS: 15140 of 2003 (Type Approved) should Provide, 3 Point Safety Belt For Driver Seat should be provided.
75.	Noise Level	Noise level shall be as per requirements of CMVR & AIS: 052 & Its amendments time to time, applicable at the time of delivery of the chassis.

Notes:

- i. The bus body should compliant to AIS-052/ UBS-II and also AIS-140, AIS-153 and AIS-049.
- ii. The homologation certificate is to be submitted to the Authority from any of the testing agency listed under CMVR during proto type

Integration to Existing ITMS System

The Service Provider shall the complete OBITS system as specified herein above in the Buses. The Service Provider shall also ensure to supply equipment compatible with existing ITS System of Authority so as to enable smooth integration. Service Provider is responsible for regular maintenance OBITS equipment installed by it during the Contract Period. The Service Provider and Authority agree to share interfacing protocols and Active Programming Interface with each other for smooth integration of OBIITS equipment provided by Service Provider with Authority's ITMS System. The Authority can mount any equipment in the Buses provided by the Service Provider at its own cost and the Service Provider shall be responsible for the safety and security of such equipment during the Contract Period.