



Request For Proposal (RFP) for Selection of Agency for Third Party Inspection of Electric Buses

Tender No. RRL/2019-2020/06

January-2020

Rajkot Rajpath Ltd.

3rd Floor, Multi Activity Center, Nana Mava Chowk, 150 Ft Ring Road,
Rajkot- 360005 (Gujarat)

a) Disclaimer

This RFP is being issued by the Rajkot Rajpath Limited (RRL) (hereunder called "Authority"/ "RRL") to the bidders/Third Party Inspection/Agency/Consultant interested for inspection of the Electric Buses (E-Buses) procured by RRL.

It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While the RFP has been prepared in good faith with due care and caution, RRL does not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein. This RFP may not be appropriate for all persons. It is not possible for RRL to consider the investment objectives, financial situation and particular needs of each Proposer/Bidder who reads or uses this RFP. Each Proposer/Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources. The assumptions, assessments, statements, data and information furnished in this RFP or to be furnished later, by the Authority and/or any of its consultant are, only indicative and for the sole purpose of making available to interested parties/bidders information that may be useful to them in the formulation of their bid. For avoidance of doubt, in case bidder places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by the Authority and/or its consultant, in this RFP or under any of Project report/ feasibility report etc referred to herein, then the same shall not in any manner bind/make liable the Authority and/or its consultant.

Bidder should carefully examine and analyze the RFP and bring to the notice of RRL any error, omission or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the captioned subject, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the captioned subject. RRL and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Proposer or its representative(s).

RRL may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. RRL reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid.

The bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by RRL or any other costs incurred in connection with or relating to its bid, regardless of the conduct or outcome of the bidding process.

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- DEFINITIONS

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

1. **“RRL”/ “Authority”** shall mean the Rajkot Rajpath Limited who shall appoint the TPI/Agency.
2. **“Bidder”** shall mean any firm or body corporate which is a Partnership or a Limited Liability Partnership or a company under the Indian Companies Act 1956/2013 which submits a Bid to provide Consultancy Services to RRL along with Bid Security and RFP Fees as per the terms of this RFP within the stipulated time for submission of Bids. Consortium is not permitted.
3. **“Bid/Proposal”** means the Bid submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Bid and Price Bid along with all other documents forming part and in support thereof as specified in this RFP.
4. **“Bid Due Date”** means last date of Bid submission as set out in clause 2 of Part III
5. **“Third Party Inspection (TPI)/ Agency”** shall mean the successful Bidder who is selected by Authority the process outlined in this RFP Document for Inspection of electrical buses in Rajkot City of Gujarat State as per the Terms of Reference specified in this RFP.
6. **“Inspection Agreement/Agreement/Contract”** is the Agreement entered into between ‘Rajkot Rajpath Limited’ and ‘TPI/Agency’ comprising of all terms and conditions stated in this RFP.
7. **“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned Consultancy work. A Consortium is not permitted to participate in this Project/Assignment.
8. **“Corrupt practice”** shall have the meaning ascribed thereto under clause 9 of Part III.
9. **“Conflict of Interest”** shall have a meaning specified in clause 10 of Part III.
10. **“Fees/Service Charges”** shall mean the charges payable by the Authority for the Inspection Services rendered by the TPI/Agency.
11. **“Eligibility and Qualification Criteria”** means criteria specified in clause 6.1
12. **“Evaluation Process”** means steps of evaluation specified in clause 7
13. **Letter of Award”** shall have the meaning ascribed thereto under clause 8.1 of RFP Part III.
14. **“Parties”** means the parties to the Consultancy Agreement and “Party” means either of them, as the context may admit or require.
15. **“Successful Bidder”** means the Bidder selected in terms hereof and to whom the Authority shall issue the Letter of Award in accordance with the provisions hereof and who shall undertake the Terms of Reference as per the terms specified in RFP.

16. **“Terms of Reference/Scope /Consultancy Work”** means all the activities as per Terms of reference or Scope of work mentioned in the RFP which the TPI/Agency is required to carry out as per the Good Industry Practice. Detailed Terms of Reference is specified in Part II of RFP.

17. **“Third Party”** means any Person other than RRL and the TPI.

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



Part I: BACKGROUND

1. INTRODUCTION

Rajkot Rajpath Ltd (RRL) (“Authority”) is a wholly owned subsidiary of Rajkot Municipal Corporation (RMC) mandated to develop, operate and maintain Urban Bus Service in the Rajkot. At present RRL operates 10.7 km long BRTS corridor with fleet 11 (nos) of Standard 12 mtr AC buses. Additionally it operates the city bus system. There is high demand on the BRTS corridor with daily ridership of nearly 22000-25000 passengers. This is causing huge pressure on the existing buses. RRL therefore is in need to augment its fleet to enhance capacity by augmenting frequency.

Department of Heavy Industries (DHI), Ministry of Heavy Industries and Public Enterprises, Govt of India had issued Expression of Interest (EOI) Inviting Proposals for availing incentives under Fame India Scheme Phase II for Deployment of Electric Buses on Operational Cost Model basis published on 4th June 2019 by DHI. The Authority had submitted its proposal in response to above EOI, to which it has been sanctioned with 50 (nos) of Electric Buses under the FAME India Phase 2 scheme (Sanctioned letter dtd 22/8/2019 is appended as Annexure).

Post this sanction, the Authority invited bids for Selection of Bus Operator for Procurement, Operation and Maintenance of 50 Midi AC Fully Built Pure Electric Buses on Gross Cost Contract Basis under FAME-II during September 2019. On completion of this bidding process, it has allotted a Letter of Award to successful bidder of the bidding, namely PMI Electro Mobility Solutions Pvt. Ltd.

RRL was assisted by CRDF, CEPT University for the E Bus procurement strategy, bus type selection and bid process of the 50 Electric Buses. As part of this, the “RFP for Procurement, Operation and Maintenance of 50 Midi AC Fully Built Pure Electric Buses on Gross Cost Contract Basis Under FAME-II” was prepared, the scope of work for CDRF CEPT University was to assist the procurement of the buses till allotment of Letter of Award to the Selected Bidder. Post Letter of Award the procurement process requires the Inspection of the Buses that will be procured including the inspection and approval of the Prototype.

In light of above, Authority hereby invites bids from qualified bidders for work relating to inspection and acceptance of 50 E Buses including the Prototype Bus and facilitate the Authority in procurement of the buses according to the bus specifications mentioned in the RFP for procurement of those 50 E buses.

Part II: TERMS OF REFERENCE

RRL has decided to carry out process for selection of TPI/Agency through Single Stage bidding process in accordance with RFP Document. The TPI/Agency will be required to inspect the Electric Buses by deploying key personnel having requisite experience as stated in this RFP. Detailed Terms of Reference are specified below.

1. Scope of Work / Terms of Reference

The overall objective of the assignment requires the TPI/Agency to ensure that the E-Buses being delivered to RRL are meeting the specifications provided in RFP for procurement of 50 E-Buses. TPI/Agency will be required to provide suggestions to OEM for compliance with bus specifications and if so required, improving the bus. For this a step by step inspection process is laid out in the Bus RFP is as follows:

Activity	Timeline from the date of Finalization of Bidding Process and issue of LoA for Buses (Say M)
Inspection of Prototype Bus Chassis and Structure	M + 1 months
Prototype delivery of Bus	M + 3 months
Delivery of 50% of tendered Buses	M + 9 months
Completion of delivery of all tendered vehicles	M+ 12 months

The inspections and acceptance procedure by the TPI is to be carried out in the following manner:

- a) Structural Inspection will include Inspection of Chassis component and Structural Assembly stage before panelling of Prototype at OEM premises.
- b) Inspection of Fully Built Prototype after completion final panelling, and equipping of prototype at Bus Manufacturer's/OEM premises.
- c) Inspection of Actual Performance Prototype Bus on the BRTS routes of Rajkot through Trial Runs conducted by RRL for at least 7 days with fully functionality tests for acceptance and approval of prototype bus.
- d) Inspection for acceptance of the buses as they are delivered. The buses will need to be thoroughly inspected by the TPI/Agency for matching with the approved prototype and then recommended for acceptance. Bus may be required to be trial run in Rajkot in actual operating conditions is required.
- e) Each inspection will be followed with a Report / Minutes of Inspection for handing over to Supplier with copy to Authority. Each of the items flagged will need to be re-inspected at the next stage and resolved before signing off.
- f) Recommendation to the Authority for approval of the prototype and delivered buses.
- g) Support for any analysis or correspondence with the selected bidder in this regard, including calculation of Liquidated Damages for any delay and/or for poor performance.
- h) Support / advice for any matter relating to the charging of the buses.

2. Deliverables and Timelines

The inspection schedule of E Buses by the TPI has to be aligned with the delivery schedule of the buses as provided in the Bus RFP. The specific deliverables and associated timeline for TPI are as follows:

Sr. No.	Deliverables	Timeline of Deliverable for TPI (from the day of event)	Location of Inspection / Performance Assessment
1.	Report and Acceptance Certificate for Prototype Bus Chassis and Structure	Within one day of inspection	OEM Plant in India
2.	Report on Fully Built Prototype bus (Plant Inspection)	Within 3 days of inspection at Plant	OEM Plant in India
3.	Report of Acceptance of Fully Built Prototype Bus (Inspection and Trials at Rajkot)	Within 3 days of bus performance assessment at Rajkot	Rajkot
4.	Inspection report for Acceptance of lots of bus as and when received	Within one day of inspection on receipt at Rajkot	Rajkot (lot wise)

3. Additional Scope

Presently demand assistance has been sanctioned for 50 E-Buses to Rajkot by DHI and accordingly order has been placed with OEM for supply of 50 E buses on Gross Cost Contract basis. However in the event DHI sanctions additional E-Buses for Rajkot and/or RRL decides to procure additional E-Buses buses through its own fund or under any scheme declared by State/Central Government/International Organization in future, RRL will undertake bidding for additional E buses. In such as case the TPI will have to conduct inspection and acceptance procedure for these additional E-buses at approved rate, and the scope of work will be extended to that extent. The agreement and the approved rates will be valid for a period of two years from the date of work order to be allotted to TPI.

4. Support by RRL

- a) RRL will support in scheduling inspection at OEM premises for Structural Inspection and Inspection of Fully Built Prototype Bus. Travel and stay cost for TPI will be borne by Bus Supplier/OEM. TPI will have to deploy adequately experienced manpower for the inspection.
- b) RRL will support in inspection of performance of the prototype bus and other buses by conducting trial runs on designated routes of Rajkot. Visit to Rajkot for performance assessment will be intimated in advance and TPI will be required to visit and stay at Rajkot as required at its own cost.
- c) RRL will try to provide any information requirements by TPI on best effort basis.

Part III: INSTRUCTIONS TO BIDDER (ITB)

1. INTRODUCTION

The Authority invites Bid through Online Bids in a Single Stage Bid system (Collectively referred as the “Bidding Process/ Operation Selection Process”) for selection of a competent Bidder for the award of the Project. Technical Bid and Price Bid shall be submitted online at www.rmc.nprocure.com. Physical submission containing price Bid shall lead to summarily rejection of entire bid and the Bid shall not be opened for evaluation.

The Bidders shall have to meet eligibility and qualification criteria provided in the RFP. Bidders would be required to quote total fees/ service charges for inspection of each bus including prototype bus. Price Bid of the bidders who are meeting eligibility and qualification criteria shall be opened. The qualified Bidder whose Price Bid is determined to be lowest and responsive shall be considered as Preferred Bidder for award of the project.

Complete bid with the prescribed bid forms should be submitted online at the designated place on or before the time and date fixed for submission of bid (“**Bid Due Date**”). Bid submitted after Bid Due Date and time will be rejected.

2. Schedule of Selection/Bidding Process

The Authority shall endeavour to adhere to the bidding schedule as specified in table below.

Sr. No.	Event Description	Date, Time and Address
1	Date from which RFP documents will be available	RFP shall be available from date 15/02/2020 from website https://rmc.nprocure.com .
2	Last date for receiving Pre Bid queries/clarifications	Bidders shall have to post their queries on email address rmc.rrl@gmail.com on or before date 20/02/2020 upto 18:00 hours. Authority shall provide response to pre-bid queries submitted by the prospective bidders at https://rmc.nprocure.com . No physical pre-bid meeting shall be held.
3	Submission of Technical and Price Bid	Online: The Technical and Price Bids shall be submitted online on or before date 29/02/2020 , 18:00 hours at https://rmc.nprocure.com . The scanned copies of RFP Fees and EMD shall also be uploaded along with Technical Bid on https://rmc.nprocure.com .

		<p>Physical: Only hard copy of Technical Bid (no price bid strictly) along with RFP fee and EMD may be physically up to date 03/03/2020 by 16:00 hours on last date by RPAD/Speed Post/courier at address mentioned below in sealed cover. Price Bid shall not be submitted physically. Bidder submitting Price Bid in Physical Format shall be treated as non-responsive and rejected.</p> <p>Rajkot Rajpath Ltd.,</p> <p>3rd Floor, Multi Activity Center (Integrated Command and Control Center), Nana Mava Chowk, 150 Ft Ring Road, Rajkot-360005 (Gujarat).</p>
5	RFP Fee and EMD	<p>RFP Fee Rs. 1125/- (Inclusive of GST) In form of Account Payee Demand Draft payable in favor of "Rajkot Rajpath Ltd." payable at Rajkot.</p> <p>EMD : Rs.25,000/- (Inclusive of GST) In form of Account Payee Demand Draft/Bank Gaurantee (BG) payable in favor of "Rajkot Rajpath Ltd." payable and encashable at Rajkot.</p> <p>The Demand Drafts for above shall be drawn from Scheduled Banks Only.</p> <p>To be submitted along with Technical Bid but on or before date 03/03/2020 up to 16:00 hours at the office of "Rajkot Rajpath Ltd. 3rd Floor, Multi Activity Center, Nana Mava Chowk, 150 Ft Ring Road, Rajkot- 360005 (Gujarat), by RPAD/Speed Post/courier only." In sealed cover duly super scribed as mentioned in the RFP. Copies of RFP Fee and EMD instruments to be uploaded with Technical Bid.</p>
6	Opening of Technical Bid	On 03/03/2020 at 18:00 hours/onwards in the office of Rajkot Rjpath Ltd., Rajkot, Gujarat – 360005.
7	Opening of Price Bid	To be indicated to later after completion of Technical Evaluation
8	Signing of Agreement	Within 07 (seven) days from the date of issuance of LOA.

3. GENERAL

3.1. Due Diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid by paying a visit to the site, sending written queries to the Authority, and attending a Pre Bid meeting.

3.2. Acknowledgement by Bidder

It shall be deemed that by submitting the Eligibility and Qualification Submission/Bid, the Bidder has:

- 1) made a complete and careful examination of the RFP
- 2) received all relevant information requested from the Authority;
- 3) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above; and
- 4) acknowledged that it does not have a Conflict of Interest
- 5) agreed to be bound by the undertakings provided by it under and in terms hereof.

The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

3.3. Cost of Bid

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

3.4. RFP fee and Earnest Money Deposit(EMD)

The RFP document fees and EMD shall be as per Bidding Schedule. RFP Fee shall be in form of Account Payee Demand Draft payable in favor of Authority payable at Rajkot. The EMD can be either in the form of Demand Draft or Bank Guarantee payable and encashable at Rajkot. The DD/BG for either shall be drawn from Scheduled Banks only. The RFP Fees and EMD shall be submitted in Physical form in a sealed cover along with the Technical Bid through RPAD/Speed Post/courier on or before the time line specified in Bidding Schedule. The scanned copies of RFP Fees and EMD shall also be uploaded along with Technical Bid on www.rmc.nprocure.com.

Any bid not accompanied with RFP Fees in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.

3.5. Bid validity

Bids shall remain valid for a period of 180 days from Bid Due Date. The Authority reserves the right to reject a Bid as non-responsive if such Bid is valid for a period of less than Bid Validity Period and Authority shall not be liable to send an intimation of any such rejection to such Bidder.

In exceptional circumstances, prior to expiry of the original bid validity period, Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to modify his bid.

3.6. Numbers of Bids by Bidder

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one Bid, such Bids shall be disqualified.

3.7. Governing Law and Jurisdiction

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

3.8. Authority's Right to Accept and Reject any Bids or all Bids

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process /Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) It shall be deemed that by submitting the Bids, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- c) Without prejudice to the generality of Clause (a) and (b) above, the Authority reserves the right to reject any Proposal/Bid if:

- i. Bid does not meet the eligibility and qualification criteria specified in this RFP
 - ii. at any time, a material misrepresentation is made or discovered, or
 - iii. The Bidder found to be indulging in Fraudulent and Corrupt Practices as defined in this RFP.
 - iv. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
 - v. Bidder submits conditional Bid.
- d) If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then the Authority reserves the right to consider the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

4. DOCUMENTS AND PRE BID CONFERENCE

4.1. Content of RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 4.4 of Part III.

Notice Inviting Tender

PART I:	Background,
PART II:	Terms of Reference
PART III:	Instructions to Bidders (ITB)
PART IV:	Payment Terms
PART V :	Contract Conditions
PART V:	Annexure

4.2. Clarification to RFP Documents

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

clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

4.3. Pre Bid Meeting

- a) Bidders requiring any clarification may send queries by timeline and email ID provided in Bidding Schedule. Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. Pre-bid meeting shall not be held physically.
- b) Clarifications/responses would be shared by uploading the responses on website www.rmc.nprocure.com. in the form of responses/ addendum.

4.4. Amendment of Bidding Documents

- a) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum/Corrigendum.
- b) Any Addendum issued hereunder will be in writing and may be uploaded on the Authority's website: www.rmc.nprocure.com

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Due Date of Submission.

5. PREPARATION AND SUBMISSION OF BIDS

5.1. Language of Bid

- a) The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.
- b) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

5.2. Bid Currency

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

5.3. Format and Signing of Bid

- i. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- ii. The Bid must be properly signed by the authorized signatory (the “Authorized Signatory”) as detailed below:
 - a. by the proprietor, in case Bidder is a proprietary firm; or
 - b. by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a Partnership firm
- iii. In case of the Bidder being Company incorporated under Indian Companies Act 1956, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.

5.4. Submission Format & Sealing and Marking of Proposals

- 1) The original instruments of RFP Fees as specified in clause 2 OF Part III shall be sealed in an envelope on which the following shall be super scribed:

“Request For Proposal (RFP) for Selection of Agency for Third Party Inspection of Electric Buses- Physical Submission of RFP Fees ”
- 2) The documents and format to be uploaded as part of Technical Bid and Price bids shall be as follows.

Check list for documents To be submitted online only

Sr. No	Annexure No.	Particulars
1.	1.	Cover Letter
2.	2.	<ul style="list-style-type: none"> • Bidder’s Organization and Experience. • Supporting documents such as Certificate of Incorporation, MOA, AOA, GSTIN Registration, Partnership deed etc • Documentary evidences for work experience of similar nature from the client such copy of work order, contract and Completion Certificate
3.	3.	Team Composition and Task Assignments
4.	4.	No Blacklisting certificate on Stamp Paper
5.	5.	Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of bid not being signed by the person directly authorized by the firm)), as applicable

6.	6.	Undertaking for information and document provided are true.
7.	-	Original RFP documents issued along with updated addendums/amendments thereto, duly signed and stamped by the Bidder through its authorized signatory on all pages.
8.	7.	Price bid to be filled up at designated places on https://rnc.nprocure.com as per the format provided in the annexure 8.

The documents of Technical Bid shall be uploaded as per the list provided in table hereinabove and should comprise of all documents required to be submitted as per the said Annexure.

- 3) The documents shall be scanned in PDF or any other light but visible formats available.
- 4) The Bidders are required to submit its Bids (i.e. Technical Bid and Price Bid) on or before the Bid Due Date specified in clause 2 of ITB.

5.5. Bid Due Date

- 1) The last date and time of submission of the Bids (the "Bid Due Date/Bid Submission Date") is specified in Clause 2 of ITB.
- 2) The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 4.4 of Part III In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf by uploading the Addenda on Authority website and/or <https://rnc.nprocure.com>.

5.6. Late Submission

- (i) Physical submissions for RFP fees received by the Authority after the specified time and Date shall not be eligible for consideration and shall be summarily rejected.
- (ii) Authority shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The bidder is expected to take its registration for e tendering well in time and complete all procedure relating to e submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online bidding may advantage of training made available by e bidding platform nProcure. The contact details of nProcure are as follows:

n)Code Solutions (A Division of GNFC Ltd.)
403, GNFC Infotower, Bodakdev,
Ahmedabad - 380054. India
Sales : 079- 4000 7323
Support : 079- 4000 7300
Email : nprocure@ncode.in

5.7. Modification and Withdrawal of Bids

- (i) Bidder shall not be able to modify any part of its Bid after the Bid Due Date. Any modification

required shall be done prior to Bid Due date.

- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

6. BID EVALAUTION CRITERIA

All bids must be considered responsive as described in **clause 7.2 (a)** in order to be considered fit to be evaluated. To be considered eligible and qualified, each Bidder should meet Eligibility and Qualification Criteria specified hereunder will progress to the next stage of Price Bid opening. The Eligibility and Qualification Criteria as below.

6.1. Eligibility and Qualification Criteria

A Bidder must meet Criteria that are specified hereunder in order to qualify for next stage of evaluation.

- a) The bidder should be a Company registered in India under Indian Companies Act 1956/2013 or a Limited Liability Partnership under the Limited Liability Partnership Act of India, 2008 or a Proprietorship firm. The Bidders are required to provide Incorporation and Registration Certificate and GSTIN certificates as evidence.
- b) Consortiums are not permitted to participate in bidding process.
- c) **The Bidder shall have completed atleast one Inspection / Evaluation of not less than 25 Electric/Diesel/CNG Fuelled Buses or Trucks or heavy duty construction related vehicles for any Public Sector Undertaking (PSU) / Central or State Government of India / Central or State Government Undertaking/Government body/Institution in capacity of TPI or evaluator.**
- d) The Bidder shall have in its team (i) qualified automobile or mechanical in the team for inspection of the buses with experience of not less than 10 years and (ii) qualified electrical engineers with overall experience of ten years and possessing understanding of traction motor, electric drivetrain, battery, charging, load etc.
- e) The Bidder should not have been not have been blacklisted/terminated/barred as on the bid submission date by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking. The Bidder shall need to submit Anti Blacklisting Affidavit as per format specified in Annexure.
- f) The Bidder should not have Conflict of Interest as per Clause 10.

6.2. Evaluation of Price Bid

The Price Bid of only technically qualified (Bidders passing Responsiveness Tests and meeting Qualification Criteria as specified in clauses 6.1 of ITB) Bidders shall be opened. The Bidder shall be required to Quote Service Charges for the mentioned scope of work. The Aggregate Service Charges determined as per Price Bid Format provided in Annexure 8.

7. EVALUTION PROCESS

7.1. Opening of Technical Bid

- a) The Authority shall open the Technical Bids received to this RFP, at time, date and Place specified in Bidding Schedule in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the

Bids opening process.

- b) The Bidder's names, the presence or absence of requisite RFP Fees and Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- c) The Authority will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 7.2.

7.2. Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per **clause 5.4** along with supporting documents. The Authority shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

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

- a) Prior to evaluation of Technical Bids (i.e. Qualification Criteria), the Authority shall determine whether each Bid is responsive to the RFP requirements. Bid shall be considered responsive only if:
 - i. The Technical and Price Bids are submitted online properly.
 - ii. Technical Bid is accompanied by scanned copy of RFP fee as specified in the clause 2 of ITB respectively.
 - iii. Physical submission of RFP fee is made within specified timeline and in valid format matching with online submission.
 - iv. The Bid and physical submissions are received by the Bid Due Date including any extension thereof pursuant hereto;
 - v. It contains all the information (complete in all aspects) as requested in this RFP and/or Bid Documents (in formats same as those specified in the RFP);
 - vi. It does not contain any conditionality; and
 - vii. It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- b) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- c) Evaluation of Eligibility and Qualification Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

(ii) Assessment of Eligibility and Qualification Criteria

- a) The Authority shall examine and evaluate the eligibility and qualification of each Technical Bid upon determining its responsiveness as per sub clause (a) above.
- b) The Bidder must meet Eligibility Criteria specified in the RFP and have uploaded all scanned copies of all documents in order to qualify for next stage of assessment.

7.3. Opening of Price Bids

- a) After the evaluation of Technical Bid/ Eligibility and Qualification Submissions has been completed, Authority shall open the Price Bids of only those Bidders who's Bid determined to be responsive, meeting Eligibility Criteria and Qualification Criteria and submitted all required documents as per the requirement of RFP. Decision of Authority in this regard will be final. Price

Bids of those Bidders whose Technical Bid (not meeting Eligibility and/or Qualification Criteria and/not submitted required RFP fee and/or Bid Security) shall stand rejected and shall not be opened.

- b) Price Bids shall be opened online, in the presence of Bidders' representatives who choose to attend the Price Bid opening on such date and time which shall be communicated to the Bidders who's Technical Bid are accepted. The Bidder's representatives who are present at such opening of Price Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, Bid rates, etc. will be announced at such opening.
- c) The aggregate amount of fees quoted by the bidder represented by the **Total Fees including the aggregate fees inspection and assessment of the (i) E Bus Prototype and (ii) All other Lots of Buses** shall be used for evaluation and comparison of bids for purpose of determining the lowest bidder and for being considered for award of work.
- d) The Authority reserves the right of negotiate with the lowest bidder before finalisation of rate for best rates in interest of project and RRL.
- e) The Lowest bidder after due process and approval of appropriate authority shall be considered for award of work through issuance of Letter of Award.

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

To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek in writing clarifications / documents / missing information in writing from any Bidder regarding its Bid. If the response from the Bidder is not received by the Authority before the expiration of the deadline prescribed in the written request, the Authority reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

7.5. Verification and Disqualification

- a) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- b) The Authority reserves the right to reject any Bid if:
 - i. at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
 - ii. Bidder is blacklisted/terminated/banned by any Government Agency.
 - iii. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
 - iv. In case of fraudulent Bid and the Bidder found to be involved in fraudulent and corrupt practice as per RFP Clause 9.
 - v. In case the Bidder has Conflict of Interest as per clause 10.
 - vi. a Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
 - vii. while evaluating the Bid, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of

proposal.

- viii. Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- ix. A bidder who submits or participates in more than one Bid under this RFP.

Such misrepresentation/ improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Preferred Bidder gets disqualified / rejected, then the Authority reserves the right to:

- invite the remaining Bidders to submit their Bids or
 - take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- c) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification criteria/ Technical Score Criteria /conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the TPI/Agency either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or the TPI/Agency. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

7.6. Contacts during Bid Evaluation

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

7.7. Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

7.8. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid,

in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

8. APPOINTMENT OF TPI/AGENCY AND SIGNING OF AGREEMENT

8.1. Notification of Award

- a) Prior to expiry of the Bid Validity Period, Authority shall notify the Preferred Bidder(s) as the Successful Bidders through letter that his/their Bid has/have been accepted (the “Successful Bidder(s)”). This letter (“Letter of Award”/“LOA”) shall be issued, in duplicate and shall specify the sum which the Authority shall pay to the Successful Bidder and sum that the Successful Bidder shall pay to Authority in consideration of Project scope as per the terms of Contract.
- b) Successful Bidder shall, within 3 (three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

8.2. Signing of Agreement

- a) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the performance security as per the RFP provisions, to execute/sign the Agreement within the 07 (seven) days from the date of LOA (the “Execution Date”). The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Agreement
- b) The Draft copy of Agreement (the “Contract”) is specified in Section V of this RFP.
- c) The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Rajkot in accordance with applicable law, and submit the same in two copies duly stamped and executed within thirty (30) days from the dispatch of Letter of Award. The Authority shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.
- d) After the signing of Agreement the Successful Bidder shall called “Third Party Inspection/Agency”.

8.3. Commencement of Work/Assignment

The TPI/Agency shall commence the Inspection within seven days of the date of the LOA, or such other date as may be mutually agreed. If the TPI/Agency fails to either sign the Agreement as specified in RFP or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

8.4. Proprietary Data

Subject to the provisions of Clause 7.8, all documents and other information provided by the Authority or submitted by Bidder to the Authority shall remain or become the property of the Authority. Bidder shall treat all information as strictly confidential. The Authority will not return any Bid or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the TPI/Agency to the Authority in relation to this Assignment pursuant to TOR shall be the property of the Authority.

8.5. Tax Liability

- a) The rates quoted in Price Bid Annexure-7 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable ("Price Quote") except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by the Authority. The risk of applicability of any taxes, duties and levies except GST, shall rest with the TPI/Agency including any risk of interpretation, retrospective application.
- b) The Authority shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

9. FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to disqualify the bidder. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- b) Without prejudice to the rights of the Authority under sub Clause (a) hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract or otherwise if a Bidder or TPI/Agency as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or TPI/Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 9 of Part III, the following terms shall have the meaning hereinafter respectively assigned to them:
 - **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of

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

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

10. CONFLICT OF INTEREST

- a) The Bidder shall not have a conflict of interest that may affect the Selection Process or the Inspection (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder’s Proposal/Bid, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- b) The Authority requires that the TPI/Agency provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The TPI/Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- c) Without limiting the generality of the above, shall be deemed to have a Conflict of Interest affecting

the Selection Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder;

- i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as given below: Associates of the Bidding firm shall mean Parent and/or Subsidiary and/or sister concerned firm having meaning specified in **definition section**.

If Bidder is a Company : In such case, the Bidder (including its Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 26% of the paid up and subscribed capital in its own company or Associate as the case may be, also holds:

- more than 26% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder or Associates is Company; and/or
- more than 26% of profit sharing in other Bidder or Associates such other Bidder or Associates is a Partnership firm. and/or
- Other Bidder or Associates which is a Proprietorship Firm.

If Bidder is a Partnership Firm : In such case , the Bidder or its Partners or Associate having a profit sharing of more than 26% of such Bidder or its Partners or Associate as the case may be also holds;

- more than 26% of the paid up and subscribed equity capital in the other Bidder or Associate of such other Bidder, its Member or Associates is Company; and/or
- more than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Partnership firm. and/or
- Other Bidder or its Associates which is a Proprietorship Firm.

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

- more than 26% of the paid up and subscribed equity capital in the other Bidder, or its Associate of such other Bidder or its Associates is Company; and/or
- more than 26% of profit sharing in other Bidder or its Associates such other Bidder or its Associates is a Partnership firm. and/or
- Other Bidder, its Member or Associates which is a Proprietorship Firm.

- ii. a constituent of such Bidders is also a constituent of another Bidders; or
- iii. such Bidders receives or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidders; or
- v. such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidders; or
- vi. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having

common controlling shareholders. The duties of the TPI/Agency will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the TPI/Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- vii. Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

11. INDEMNITY

The TPI/Agency shall indemnify Authority from any dispute arise related to inspection of the bus.

12. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rajkot shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - i. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - ii. consult with any Bidder in order to receive clarification or further information;
 - iii. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid , the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) No Partnership: Nothing contained in the RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- e) The TPI/Agency shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

Part IV: PAYMENT TERMS AND PERFORMANCE SECURITY

13. PAYMENTS

- a) Subject to the provisions of TOR specified in Part II of the RFP, the payment of the service charges to TPI/Agency will be given as follows:

Sr. No.	Deliverables/Work completion Milestone	Payment terms for Service Charges to be paid to TPI
Part A : For Prototype Bus		
1.	Upon inspection of Prototype Bus after performance assessment at OEM Plant and at Rajkot	Payment for Proto-type Bus shall be paid Pro-rata with payment for Part B : Delivery and Acceptance of Buses
Part B : For Delivery and Acceptance of Buses		
2.	Upon completion of inspection and acceptance of buses	Payment per bus for 50% of Buses + Pro-rata payment for Prototype Bus

- b) Further, in the event any bus is held up from being completed in terms of inspection or acceptance for reasons not attributable to the TPI for an unreasonable time, pro-rata payment for part completed on a per bus basis can be made.
- c) The payment will be done submission of the Inspection Report and Acceptance certificate by TPI/Agency of the buses inspected by TPI/Agency.

14. PERFORMANCE SECURITY

- a) The Successful Bidder/TPI shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, within 20 days from the LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee for amount of equivalent to 5% (Five Percent) of Total Value of the Service Charges payable to the Successful Bidder by the Authority (the "**Performance Security**"). Such Performance Security shall be in favour of Rajkot Rajpath Ltd. admissible and payable at Rajkot branch from a Scheduled Bank.
- b) The TPI shall maintain a valid and binding Performance Security for the Contract Period. The TPI shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Agreement Period and thereafter until expiry of three months. In case Contract Period is extended then the TPI shall have to renew Performance Security for a period of extended Contract Period.
- c) If the Bidder, fails to furnish the Performance Security, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.
- d) The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
- in the event the Authority requires to recover any sum due and payable to it by the TPI including but not limited to Damages; and which the TPI has failed to pay in relation thereof; and

- in the event of material nonperformance of the TPI in relation to its obligations in the contract and scope of work
 - in relation to TPI's breach in accordance with the terms contained in the Agreement.
- e) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provision of the Agreement. The TPI shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.
- f) At the end of the Contract Period, the Performance Security shall be returned to the TPI without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of the Agreement.

Part V: CONTRACT TERMS AND CONDITIONS

THIS AGREEMENT is entered into on this day of....., 20....

BETWEEN

Rajkot Rajpath Ltd is 100%, a fully owned subsidiary of Rajkot Municipal Corporation, is incorporated under the provisions of the Indian Companies Act 1956, having its registered office at Multi Activity Center, Nana Mava Chowk, 150 Ft Ring Road Rajkot – 360005 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

{***** Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at, (hereinafter referred to as the “**TPI/Agency**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS

- A. The Authority vide its Request for Proposal, dated ____ invited Bids from competent parties through transparent and competitive bidding process for selection of Third Party Inspection / Agency for inspection work related to Electrical Buses as per the terms specified in RFP and this Agreement (hereinafter called the “**Project/ Consulting Work/Consulting Assignment**”);
- B. Pursuant to the evaluation of the bids received, the Authority has accepted the bid of the TPI/Agency dated _____ as per the terms and conditions specified in RFP documents, subsequent Addendum and terms specified in this Agreement and issued a Letter of Award (LOA) No. _____ dated _____ accepting the particular Bid Proposal.
- C. The TPI/Agency has accepted the LOA by its letter dated _____, requiring inter alia the execution of the Contract. The Authority hereby agrees to appoint and avail services of the TPI/Agency for Inspection of Electrical Buses on the terms, conditions and covenants hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties (the Authority and TPI/Agency) hereto **hereby agree as follows:**

The following documents attached hereto shall be deemed to form an integral part of this Agreement:

1. This Agreement along with all Annexure hereto.
2. Request for Proposal Document issued by RRL in its entirety including all its contract conditions, parts/sections, annexure, corrigendum and Addendums thereto.
3. Letter of Acceptance (LOA) no. _____ issued on _____.
4. Terms of Reference provided in RFP Part II.
5. Payment Terms provided in RFP Part IV.
6. Any relevant correspondence between the two parties that the signatories have agreed to include as

part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein.

While all above documents are deemed to be part of the Agreement, in the event of any discrepancy / conflict in the terms of the above referred documents or interpretation thereof, the provisions of the more recent document, date and time wise, shall prevail over the older document.

1. GENERAL

1.1. Definition and Interpretation

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

- a. **“Applicable Law”** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws/regulations set out at point no. 20 of the RFP Summary and applicable to the Project;
- b. **“Applicable Clearances”** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement;
- c. **“Authority”** or **“RRL”** means the Rajkot Rajpath Limited [including without limitation its authorized representatives];
- d. **“TPI/Agency”** means any private or public entity that will provide the Services to the Authority under this Contract.
- e. **“Contract”** means the Contract signed by the Parties and all the attached documents listed in Primary and the Annexures.
- f. **“Contract Period”/“Agreement Period”** shall have a meaning specified in clause 2.4.
- g. **“Day”** means calendar day.
- h. **“Dispute”** shall have a meaning specified in clause 9.1
- i. **“Effective Date”** shall have meaning specified in clause 2.1.
- j. **“Force Majeure”** shall have a meaning specified in clause 2.7.1.
- k. **“Insurance”** shall have a meaning specified in clause 3.11.
- l. **“Local Currency”** means Indian Rupees.
- m. **“Party”** means the “Authority” or the “TPI/Agency”, as the case may be, and **“Parties”** means both of them.
- n. **“Project Manager”/“Team Leader”** shall have a meaning specified in clause 4.5
- o. **“Performance Security”** shall have a meaning specified in clause 7.1.
- p. **“Personnel”** means professionals and support staff provided by the TPI/Agency and assigned to perform the Services or any part thereof;
- q. **“Services”/“Scope of Services”** means the work to be performed by the TPI/Agency pursuant to this Contract, as described in RFP Part II;
- r. **“Sub-Contract”** means any person or entity to whom/which the TPI/Agency subcontracts any part

of the Services. Sub contracting is not permitted.

- s. **“Terms of Reference”** (“TOR”) are the description of scope of Service to be performed by the TPI/Agency. Detailed TOR is specified in RFP Part II;
- t. **“Third Party”** means any person or entity other than the “Authority”, or the “Bus Operator”.

1.2. Principles of Interpretation

- a) The table of contents, numbers, headings and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.
- b) Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations, having legal capacity to sue and be sued in their names.
- c) Words importing the singular also include the plural and vice versa where the context requires.
- d) Words importing one gender also include other gender.
- e) In case of ambiguities or discrepancies in this Agreement, the following shall apply:
 - i. Between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles.
 - ii. Between the Articles and the Schedules, the Articles shall prevail:
 - iii. Between the written description on the drawings and the System Requirements/Bus Specifications, the latter shall prevail.
 - iv. Between any value written in numerals and that in words, the latter shall prevail.

1.3. Relationship between Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the TPI. The TPI shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4. Rights and Obligations

The mutual rights and obligations of the Authority and the TPI/Agency shall be as set forth in the Agreement, in particular. The TPI/Agency shall carry out the Services in accordance with the provisions of the Agreement; and the Authority shall make payments to the TPI/Agency in accordance with the provisions of the Agreement.

1.5. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Rajkot shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.6. Governing Law and Jurisdiction

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.7. Table of Content and Heading

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.8. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified hereunder.

1.9. Location

The Services shall be performed at the Depot and Rajkot City, Gujarat, India in accordance with the provisions of RFP. The Authority may require the TPI's staff to spend the required man hours at the Depot and BRTS routes of the city as per terms of RFP and the TPI agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

1.10. Authorised Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the TPI may be taken or executed by the officials specified hereunder :

The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be: _____

The TPI may designate one of its employees as TPI's Representative. Unless otherwise notified, the TPI's Representative shall be: _____

2. COMMENCEMENT, COMPLETION, PERFORMANCE AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2. Commencement of Services

The TPI shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Services

If the TPI/Agency does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks' notice to the TPI/Agency, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the TPI/Agency shall be deemed to have accepted such termination.

2.4. Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 60 (sixty) days after the delivery of the final Deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date (the "Contract Period"/"Agreement Period"). Upon Termination, the Authority shall make payments of all amounts due to the TPI hereunder for which milestone achieved/services delivered.

2.5. Entire Agreement

This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the TPI/Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

Without prejudice to the generality of the provisions of Clause 2.5, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7. Performance Security Deposit

- (i) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, within 20 days from the LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure- 13) for amount of equivalent to **5% (Five percent) of Aggregate Service Charges** payable to the Successful Bidder by the Authority (the "**Performance Security**"). Such performance Security shall be in favour of **Rajkot Rajpath Ltd** and admissible and payable at Rajkot branch from a Scheduled Bank.
- (ii) The TPI shall maintain a valid and binding Performance Security for a period of One Year and three months. The TPI shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Agreement Period and thereafter until expiry of three months. In case Contract Period is extended then the TPI shall have to renew Performance Security for a period of extended Contract Period.
- (iii) If the Bidder, fails to furnish the Performance Security, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.

- (iv) The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
- a) in the event the Authority requires to recover any sum due and payable to it by the TPI including but not limited to Damages; and which the TPI has failed to pay in relation thereof; and
 - b) in relation to TPI's breach in accordance with the terms contained in the Agreement.
- (v) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provision of the Agreement. The TPI shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.
- (vi) At the end of the Contract Period, the Performance Security shall be returned to the TPI without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of the Agreement.

2.8. Damages

In the event of non-performance of the TPI with respect to its scope of work under this Agreement, the Authority is entitled to recover the damages ranging from 0.1% to 10% of the fees payable as decided by Chairman RRL/Board of RRL from the TPI.

2.9. Force Majeure

2.9.1. Definition

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Contract or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.9.2. No Breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and

reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.9.3. Measures to be taken

- A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.9.4. Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.9.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the TPI/Agency shall be entitled to be reimbursed for payment due up to the Services Delivered as per work completion Milestone provided in RFP Part IV.

2.9.6. Inspection

Not later than 30 (thirty) days after the TPI has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.10. Suspension of Agreement

The Authority may, by written notice of suspension to the TPI/Agency, suspend all payments to the TPI/Agency hereunder if the TPI/Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the TPI/Agency to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the TPI/Agency of such notice of suspension.

2.11. Termination of Agreement

2.11.1. Termination by Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the TPI, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- i. the TPI/Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8

hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

- ii. the TPI/Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- iii. the TPI/Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- iv. the TPI/Agency submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the TPI/Agency knows to be false;
- v. any document, information, data or statement submitted by the TPI/Agency in its Proposals, based on which the TPI/Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- vi. as the result of Force Majeure, the TPI/Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- vii. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.11.2. By TPI/Agency

The TPI/Agency may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- i. the Authority fails to pay any money due to the TPI/Agency pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the TPI/Agency that such payment is overdue;
- ii. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the TPI/Agency may have subsequently granted in writing) following the receipt by the Authority of the TPI/Agency's notice specifying such breach;
- iii. as the result of Force Majeure, the TPI/Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- iv. the Authority fails to comply with any final decision reached as a result of any dispute resolution process specified in the RFP.

2.11.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the TPI/Agency's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the TPI/Agency's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.11.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the TPI/Agency shall, immediately upon dispatch or receipt of such notice, take all

necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the TPI/Agency and materials furnished by the Authority, the TPI/Agency shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.11.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the payments to the TPI/Agency as per provision set forth in RFP part IV hereof for Services satisfactorily performed prior to the date of termination.

2.11.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to Chairman RRL/Municipal Commissioner Rajkot for settlement of dispute. In case of non-settlement of dispute pursuant to above Clause, the matter can be refer to the courts of Rajkot. This Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting out of amicable solution or judiciary process.

3. OBLIGATIONS OF THE TPI/AGENCY

3.1. General

3.1.1. Standard of Performance

The TPI shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The TPI shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-TPI/Agency or Third Parties.

3.1.2. Terms of Reference

The scope of Services to be performed by the TPI is specified in the Terms of Reference (the "TOR") at RFP Part II. The TPI/Agency shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3. Applicable Laws

The TPI/Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-TPI/Agency, as well as the Personnel and agents of the TPI/Agency and any Sub-TPI/Agency, comply with the Applicable Laws.

3.2. Conflict of Interest

The TPI/Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.1. TPI/Agency not to Benefit from Commission, Discounts etc

The remuneration of the TPI/Agency pursuant to Payment Terms specified in RFP Part IV hereof shall constitute the TPI/Agency's sole remuneration in connection with this Contract or the Services and, the TPI/Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the TPI/Agency shall use their best efforts to ensure that any Sub-TPI/Agency, as well as Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2. TPI/Agency and Affiliates not to engage in Certain Activities

The TPI/Agency agree that, during the term of this Contract, the TPI/Agency and any entity affiliated with the TPI/Agency, as well as any sub-TPI/Agency and any entity affiliated with such Sub-TPI/Agency, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services as demanded in this Project from the Authority's vendors.

The TPI/Agency shall also not engage and shall cause their Personnel as well as their sub-TPI/Agency or their personnel not to engage either directly or indirectly, during the terms of this Contract, any business or professional activities which would conflict with the activities/Scope of Services assigned to them under this Contract.

3.2.3. Confidentiality

The TPI/Agency, their Sub-TPI/Agency and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Authority's business or operations without the prior written consent of the Authority.

3.3. Liability of the TPI/Agency

- 3.3.1. The TPI/Agency's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.3.2. The TPI/Agency shall, subject to the limitation specified in Clause 3.3.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.3.3. The liability shall be limited to the Agreement Value.
- 3.3.4. This limitation of liability shall not affect the TPI/Agency' liability, if any, for damage to Third Parties caused by the TPI/Agency or any person or firm acting on behalf of the TPI/Agency in carrying out the Services.
- 3.3.5. Liability arises for non compliance of Applicable Law including labour law shall be borne by the TPI/Agency.

3.4. Accounting, Inspection and Auditing

The TPI/Agency (i) shall keep accurate and systematic and records in respect of the Services hereunder, in accordance with internationally accepted principles and in such form and details as will clearly identify all relevant time charges and cost, and the basis thereof (ii) shall permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.5. TPI/Agency' Actions requiring Authority's prior Approval

The TPI/Agency shall obtain the Authority's prior approval in writing before taking any of the following actions:

- appointing such members of the Personnel as specified in Scope of Services not proposed as part of its Proposal;
- entering into a subcontract for the performance of any part of the Services in spite subcontracting is not permitted under this contract.
- any other action that may be specified by the Authority during the course of this Contract.

3.6. Reporting Obligations

The TPI/Agency shall submit to the Authority the reports and documents specified in TOR specified in RFP, within the time periods set forth in the said Clause.

3.7. Documents Prepared by the TPI/Agency to be the Property of the Client

All plans, reports and other documents prepared by the TPI/Agency in performing the Services shall become and remain the property of the Authority, and the TPI/Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof.

3.8. Equipment and Materials Furnished by the Authority

Equipment and materials made available to the TPI/Agency by the Authority, or purchased by the TPI with funds provided by the Authority, shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Contract, the TPI/Agency shall make available to the Authority an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Authority's instructions. While in possession of such equipment and materials, the TPI/Agency, unless otherwise instructed by the Authority in writing, shall insure them at the expense of the Authority in an amount equal to their full replacement value.

3.9. Providing access to Project Office and Personnel

The TPI/Agency shall ensure that the Authority, and officials of the Authority having authorization from the Authority, are provided unrestricted access to the office of the TPI/Agency and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the TPI/Agency and verify the records relating to the Services for his satisfaction.

3.10. Accuracy of Documents

The TPI/Agency shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the TPI/Agency or arises out of its failure to conform to good industry practice. The TPI/Agency shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

3.11. Insurance to be taken out by the TPI/Agency

The TPI/Agency (i) shall take out and maintain, at its own cost but on terms and conditions approved by the Authority, insurance as required under law against all applicable risks, and for the coverage, and (ii) at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid. The TPI/Agency shall procure following minimum insurance (the "Insurance")

- Third Party motor vehicle liability insurance as required under Motor Vehicle Act 1988 in respect of motor vehicles operated in Rajkot by the TPI/Agency or their Personnel for the period of Agreement.
- Third Party liability insurance during the period of Agreement.
- Professional liability insurance including deficiencies inadequacy in design of structures etc. for a period of ten years or as per applicable law, whichever is higher, after completion of consultancy services, with a minimum coverage equal to remuneration estimated for this consultancy.
- Employer's liability and workers' compensation insurance in respect of the Personnel of the TPI/Agency in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, death, accident, travel or other insurance as may be appropriate;

4. TPI/AGENCY'S PERSONNEL

4.1. General

The TPI/Agency shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2. Deployment of Personnel

The TPI shall deploy two kinds of personnel for the work :

- a) Mechanical or automobile engineers with appropriate knowledge and experience of Vehicles for inspection of buses.
- b) Qualified electrical engineers with overall experience of ten years and possessing understanding of traction motor, electric drivetrain, battery, charging, load etc.

4.3. Substitution of Personnel

The Authority expects all the Key Personnel required for inspection to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the TPI/Agency and the concerned Key Personnel. Such substitution shall be done with permission of the Authority.

4.4. Working hours, Overtime, Leave etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the TPI/Agency's remuneration shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the TPI/Agency shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.5. Project Manager

The person designated as the Experts/ key personnel of the TPI/Agency's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the TPI/Agency shall designate a suitable person as Project Manager (the "Project Manager/Team Leader") who shall be responsible for day to day performance of the Services.

4.6. Sub-Contracting

The sub-contracting of TOR shall not be permitted.

5. OBLIGATIONS OF THE AUTHORITY

5.1. Assistance in clearance

- Assistance in getting access of all information related to bus.
- Allow TPI to instruct the Bus Operator/Supplier/ Manufacturer to make appropriate changes in bus in required to meet all the specification agreed by the Bus Operator at the time of Bidding.
- Access to the Depot and all the Buses that are need to be Inspected.

5.2. Payment

In consideration of the Services performed by the TPI/Agency under this Agreement, the Authority shall make to the TPI/Agency such payments and in such manner as is provided in Clause 6 of this Agreement.

5.3. Documents and Other Support

Authority shall provide all necessary information/documents/data that are Pre requisite to Inspection of Electrical Buses that are:

- RFP and further corrigendum issued by Authority for procurement of 50 E-Buses under FAME-II.
- EOI to DHI

6. PAYMENT TO THE TPI/AGENCY

Authority shall make payment to TPI/Agency as per the terms specified in Part IV of RFP at the rate hereunder mentioned:

Sr. No.	Buses to be Inspected	Quantities (A)	Service Charge per Bus (in Rs) (B)	Total Value (in Rs) (A X B)
1	Prototype Bus	1		
2	Other Buses	49		
Total		50		

The above rates shall remain valid during the contract period. Further, in the event RRL places orders for more electric buses, TPI will be obligated to conduct the inspection and trial work of such additional buses within this period at the above rates.

7. FAIRNESS AND GOOD FAITH

7.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

7.2. Operation of Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

8. DISPUTE RESOLUTION

8.1. Amicable Solution

- a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the Services/ TOR /Payment between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by the Authority and TPI in accordance with the procedure set forth in sub-article (b) below.
- b) Either Party may require the Dispute to be referred to the Chairman of RRL, for the time being for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute.

8.2. Further Settlement and Jurisdiction

Any Dispute which is not resolved amicably as provided in this Clause through Amicable Resolution may be referred to appropriate court of law with jurisdiction at Rajkot, Gujarat only.

8.3. Performance during Dispute Resolution

Pending the submission of and/or decision on a Dispute, difference or claim or until the amicable solution, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such solution or award.



Part VI: ANNEXURE

Annexure 1 Cover Letter

{On Bidder's letterhead}

Dated:

To,

Chairman

Rajkot Rajpath Ltd

Rajkot

Subject: Submission of Bid for Request For Proposal (RFP) for Selection of Agency for Third Party Inspection of Electric Buses.

Dear Sir/Madam:

We, the undersigned, offer to provide the Third Party Inspection services for **[Insert title of assignment]** in accordance with your Request for Proposal dated **[Insert Date]** and our Bid. We are hereby submitting technical and price bid as per the terms of the Agreement as follows:

Technical Bid : One line and Offline (physical)

RFP Fee and EMD : Physical instruments

Price Bid : Only Online.

We are submitting our Bid in individual capacity. 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.

If negotiations are held during the period of validity of the Bid, i.e., before the date indicated in RFP, we undertake to negotiate on the basis of the proposed personnel. Our Bid/Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Bid is accepted, to initiate the consulting services related to the assignment not later than the date indicated **(Please indicate date)**.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and Address of the Firm:

Annexure 2 Bidder's Organization and Experience

A - Bidder's Organization

[Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Provide supporting documents such as Certificate of Incorporation, MOA, AOA, GSTIN Registration, Partnership deed etc.]

B - Bidder's Experience

[Using the format below, provide information on relevant Assignments/jobs for which your firm, was legally contracted as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job(If possible, the employer shall specify exact assignment / job for which experience details may be submitted)]

Firm's Name	
Assignment/job name	
Description of Project	
Type of Vehicle Inspected	
No. of Vehicles Inspected	
Location of Assignment/job:	
Duration of Assignment/job (months) :	
Name of Employer:	
Address:	
Start date (month/year):	
Completion date (month/year):	
Name of associated TPI/Agency, if any:	
Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please provide documentary evidence from the client i.e copy of work order, contract each of above mentioned assignment and completion certificate/evidence of work done.

Annexure 3: Team Composition

Team Leader and Key Professionals

S.No.	Name of Staff	Position held in Bidder's Firm	Education Credentials	Area of Expertise	Years of Experience	Position and Task Assigned to this Job/Assignment	Proposed to be Deployed Onsite/Of f site	CV Details with signature
1)								
2)								
3)								

Support Staff (if any)

S.No.	Name of Staff	Position Assigned	Education Credentials and Area of Expertise	Position and Task Assigned to this Job/Assignment	CV Details with signature
1)					
2)					

Annexure 4: No Black listing Certificate

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

No Blacklisting and No Service Termination Certificate

We, M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s or our firm as well as our Associate (*insert "Associate" in case Bidder is taking credit for meeting qualification criteria*) as defined in RFP are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted/terminated by any state government or central government / department / Local Government agency in India or similar agencies from foreign countries from participating in Project/s, either individually or as member of a Consortium for last one year from _____(Bid Due Date)

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this.....Day of, (Year).

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 5: Format of Power of Attorney for Authorizing Bidder’s Signatory
{On Requisite Stamp Paper}

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

WHEREAS in response to the RFP for _____ [Name of the Assignment] (“Project”), the Company/ firm is submitting Bid Comprising Technical Bid physically while price Bid through online submission for the project in Rajkot Rajpath Limited and is desirous of appointing an attorney for the purpose thereof.

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

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

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

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

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

To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of [name of the company/firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, 20__ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]	----- [name & designation of the person] ----- [name & designation of the person]
--	--

Annexure 6: Undertaking

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and we are liable to any punitive action for furnishing false information / documents and hereby we accept all the terms and conditions of “ ___RFP Name and Number___”.

Dated this ____ day of _____ 201_.

Signature
(Company Seal)

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by

Authorized Signatory with designation

Annexure 7: Indicative Format of Price Bid

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

Service Charges for Inspection of Electric Buses


Sr. No.	Buses to be Inspected	Quantities (A)	Service Charge per Bus (in Rs) (B)	Total Value (in Rs) (A X B)
1	Prototype Bus	1		
2	Other Buses	49		
Total		50	-	Total Fees

Notes :

- The above quoted rates includes remuneration of Bidder's staff, travel, stay and food expenses, office rents ,conveyance, and any and all other expense to be incurred for executing Terms of Reference.
- The amount represented by the "Total Fees" shown in table above shall be used for evaluation and comparison of bids for purpose of determining the lowest bidder and for being considered for award of work.
- The above quoted rates represent the net amounts payable exclusive of Goods and Service Tax, but inclusive all other applicable taxes/statutory levies and Service Charges etc.and no other amounts, save and except as above shall be payable by Authority. GST shall be payable over and above the quoted rates at the rate applicable at the time of invoicing.
- Service charges shall be paid as per the payment terms specified in Part IV.

Each Bidder must quote his rates after through reading of this RFP document and Estimates of his cost thorough detailed due diligence of the site, statutory laws/regulations. **Authority reserves right to seek any clarifications regarding price quoted from bidders before any decisions.**

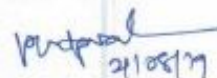
Annexure 8: Letter of Sanction by DHI to Rajkot under FAME II

	<p>भारत सरकार GOVERNMENT OF INDIA भारी उद्योग एवं लोक उद्यम मंत्रालय MINISTRY OF HEAVY INDUSTRIES & PUBLIC ENTERPRISES भारी उद्योग विभाग DEPARTMENT OF HEAVY INDUSTRY</p>	<p>Web page: www.dhi.nic.in</p> <p>उद्योग भवन Udyog Bhawan नई दिल्ली -110011 New Delhi-110011</p>
<p>F.No. 6(09)/2019-NAB.II(Auto)</p>	<p>Dated the 22nd August 2019</p>	
<p>To,</p>	<p>Shri Banchhanidhi Pani (IAS) Municipal Commissioner Commissioner Office, Dr. Ambedkar Bhavan, Dhebarbhai Road, Rajkot, Gujarat. 360 001</p>	
<p>Subject: Letter of award for electric buses sanctioned under FAME India Scheme Phase-II.</p>		
<p>*****</p>		
<p>Sir,</p>		
<p>With reference to the proposal submitted by your organisation bearing no. <u>RMC/C/No.170 dated 15th July 2019</u> in response to Expression of Interest (Eoi) issued by the Department of Heavy Industry dated 4th June 2019 for deployment of electric buses, the undersigned is directed to convey approval of the competent authority to extend financial support for deployment of 50 (Fifty) electric buses for Rajkot City on operational cost model under Phase-II of FAME India Scheme to <u>Rajkot Municipal Corporation</u> as per terms & conditions stipulated in the said Eoi.</p>		
<p>2. The said approval to extend financial support for deployment of these electric buses is, however, further subject to satisfaction of following conditions;</p>		
<p>i. The selected organisation is required to initiate the procurement process in a time bound manner for deployment of sanctioned electric buses on operational cost basis (Wet Lease Model) so as to ensure issue of supply order to selected supplier/bidder/operator etc on or before 15th November 2019 failing which this offer is liable to be cancelled.</p>		
<p>ii. Model concession Agreement for Operation and Maintenance of Electric Buses in Cities (OPEX Model) in PPP mode as published by NITI Aayog on 9th Feb 2019 is to be adopted and incorporated in the bid document. This is available online at website of NITI Aayog.</p>		

- iii. As per proposals submitted in response to said EoI for Rajkot City, Rajkot Municipal Corporation shall ensure running of bus for at least 5.28 Lakh km on an average during the entire contract period.
- iv. As stated in the proposal submitted to DHI for Rajkot City, Rajkot Municipal Corporation shall ensure registration of about 75 e3W & e4W in the F.Y. 2019-20 within the city for last mile connectivity.
- v. Selected organisation is required to make available necessary parking space for these electric buses.
- vi. The selected City/STU etc. shall be responsible to ensure that all procured buses be supplied and put to operation within a maximum period of 12 months from the date of issue of supply order. City/STU may have necessary Liquidation Damage clause in the bidding documents to ensure the supply of buses within the prescribed timeline. City/STU need to follow the timeline as stated in para 15 of the EoI.
- vii. Department of Heavy Industry will extend the demand incentives as stated in para 9 of Expression of Interest subject to maximum demand incentive as stated in para 4 (e) of EoI and attached at Annexure I.
- viii. Selected organisation need to strictly follow bidding mechanism as stated in Para 9 of EoI issued by department dated 4th June 2019.
- ix. Selected organisation to ensure that e-Buses which are manufactured by OEMs as found eligible as per Para 11 of the EoI would only be deployed for availing demand incentives under the scheme.
- x. The entire cost of charging infrastructure including cost of charging equipments, transformer and other civil cost for installation of required charging infrastructure for charging of buses have to be incurred by Operator/OEM. However, cost for setting up of upstream infrastructure i.e. electricity connection of requisite power load in their respective depot will be borne by Cities/STUs etc.
- xi. City/STU shall have to develop a web portal for real-time monitoring the performance [daily running kilometre, fuel saved in litre/day, CO₂ reduction per day, etc.] along with GPS system of electric buses deployed under the scheme, which will be connected to central server developed by D/o Heavy Industry for monitoring purpose.
- xii. Upon placement of supply order and signing of the agreement with operator, 1st instalment equivalent to 20% of total eligible incentives, as per EoI, would be disbursed by the Department of Heavy Industry. Remaining installments would be disbursed as per timeline stated in para 8 of the EoI.
- xiii. The submission of full utilization certificate in respect of grant extended for eBuses under FAME Phase-I is must and pre-requisite before release of 1st instalment of the incentive i.e. 20% of total value of the applicable demand incentive as stated in para 8 of the EoI.

- xiv. Selected city/state is expected to create enabling ecosystem for promotion of electric vehicles by way of reducing/waiving of road tax on EVs, promoting EVs for shared mobility and public transport, exempting EVs from requirement of permit to ply as commercial transport vehicles etc.
 - xv. The entire applicable incentive amount will be released to STU for further payment to the selected bidder on the strength of Bank Guarantee of equivalent amount, received from selected bidder for five-year period.
 - xvi. The selected organisation will open a separate Bank Account for FAME-Incentives to be received from DHI and also ensure the implementation of EAT Module of PFMS for the Reporting purpose as per the guidelines of Department of Expenditure. The detail guidelines for implementation of EAT Module of PFMS will be shared separately at the time of release of first installment.
3. It is requested to nominate a nodal officer from the respective organization for coordination with the Department of Heavy Industry on regular basis to keep track of progress of deployment of e-buses sanctioned under the FAME India Scheme Phase-II. The contact details of the nodal officer to be submitted to the Department for all further communications.
 4. This issues with approval of the competent authority.

Yours faithfully


21/05/17

Pravin L Agrawal
Joint Secretary (Auto)
Tel.No. 23063733
Email: pravin.agrawal@nic.in