

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

Letter No.SPV/GSCL/DEV/Electric Bus/151/2020/Pt-II/ 186

Date: 17/01/2022

Corrigendum 3: Responses of Pre Bid Queries of Low Range EV Buses

Tender Title: “Purchase of 75 no.s of Electric Bus with range 120 km (at 80% SoC).”

Tender No: SPV/GSCL/Electric Bus/151/2020/657

Tender ID: 2021_GSCT_23868_1

Tender Published Date: 28.12.2021

This Corrigendum is being issued for the following:

In perusant to the Pre Bid Meeting held on 10th Jan. 2021 in the conference hall of MD, GSCL following are the responses to the pre-bid queries:

SL.No.	Heading	Tender Provision/Clause	Clarification/ Amendment requested	Response/Revision-Clarification
1.	First aid kit	First aid kit complete with items, medicines, bandages etc. shall be provided as per the provisions of CMVR fitted near driver seat at appropriate position and level on side with proper reinforcement.	<ul style="list-style-type: none"> First aid box without medicines will be provided. Kindly accept. 	No changes in RFP terms & conditions.
2.	Past Performance Experience Criteria	Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied minimum 200 electric buses to one corporation/STU under GCC or CAPEX model. Copies of relevant contracts (proving supply of cumulative order quantity) to be submitted along with bid in support of quantity supplied. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.	<ul style="list-style-type: none"> Request authority to reduce the overall number of Electric Buses supplied to minimum 100 nos for various STUs/Corporations/Govt Organizations (cumulatively) in India. This will enable wider tender participation. Copies of relevant contracts (proving supply of cumulative order quantity) to be submitted along with bid in support of quantity supplied. Request authority to kindly agree the above please. This is a highly restrictive clause in the tender, Majority of the Manufacturer/OEM shall not be able to participate in this tender due to clause of 200 buses supplied to single STU since electric bus industry is newly introduced and forced by GOI. Due to this clause of 200 buses experience/delivery in single STU, the healthy competitiveness shall be absent in the tender. We request authority to Keep 200 	Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied minimum 200 electric buses to one corporation/STU under GCC or CAPEX model as on bid due date. Copies of relevant contracts (proving supply of cumulative order quantity) to be submitted along with bid

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

		<p>Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company for last 3(three) Financial years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.</p>	<p>Buses of Experience in last 3 financial years in any STUs/Government body of India. We are hopeful for requested amendments as per CVC Guidelines.</p> <ul style="list-style-type: none"> The Bidders or its OEM (Manufacturer) should have supplied total 200 Electric Buses of 9/7/12 meter to any Govt. Agencies/STU under GCC or Cappex Model. We would like to submit with pridethat VECV is the 3rd largest commercial vehicle manufacturerin India and known for Technological innovations, Fuefficiency and Product quality. VECV has been validating technology across geographies & weather conditions so as to present best in class solution. Our approach towards business is customers centric believe in long term associations than just being aggressive and scaling order books. With a total of 65,000 plus nos. of Diesel and 1200 plus nos. of CNG buses sold across India in the last 7 years. VECV has rich experience in the public transportation field. <ol style="list-style-type: none"> Eligibility of bidders and allocation of orders to be ensured strictly on manufacturing capabilities, scaling capacity, service network & Infrastructure and technological collaborations. Bidder should be able to provide financial capability document for requisite investments & project execution Maximum participation to be enabled in order to bring global expertise and technology, Deterrent riders to be excluded such as Minimum eligibility for EV supplies in past by established Commercial Vehicle OEM's, as EV Bus technology is nascent & barely 3-4 years old in India. Eligibility criterions to be modified for Domestic OEM's on basis of Capabilities in Diesel / CNG / EV bus production. Established OEM's go through the entire value chain for validating and developing the products which gives a confidence of performance. Experience on existing supplies is cannot be a basis of eligibility as the same is only based on initial deliveries in past 1-2 years and not on Product, Service performance. The performance over the contract period is critical and with Indian operating conditions, parameters do vary broadly. Planning & Maintaining Lifecycle of Contract is critical and comes through development and validation approach which must be an evaluating criterion to make contracts a success <p>With electric bus adoption still at nascent stage in India, such limiting criterion limits participation by established OEMs and proves as a major barrier. We request you</p> 	<p>in support of quantity supplied.</p> <p>Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company upto bid due date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year.</p>
--	--	--	---	--

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

			<p>most humbly to revise the clause to “Electric/CNG/Diesel buses” instead of just electric. This will certainly promote wider participation by genuine and reputed players thus making the larger goal of EV deployment effective in Assam. The clause is largely favoring only couple of OEM's which will only limit competition.</p> <ul style="list-style-type: none"> We request to authority to consider that The bidder or its OEM/Consortium should have supplied/operate minimum 75 Diesel/ CNG/ Electric buses/ Vehicles to any of STU,S /corporation/Private party under GCC/Capex model. <p>This type of point only restricts the new bidder to participation in the tender.</p> <ul style="list-style-type: none"> Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM{themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company for last 3(three) Financial years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion. <ul style="list-style-type: none"> Kindly consider the experience before the bid due date. Kindly delete since bunch bid is not related. We kindly request authority to allow bidders to show their past experience of manufacture and supply of Diesel/CNG/Electric Buses that were made to any Central / State Govt Organization / PSU / Public Listed Company for 3 Financial years for qualifying the Experience criteria. 	
3.	Eligibility Criteria	<p>a) Bidder should be a single entity (No consortium bids are permitted).</p> <p>b) Bidder or its OEM should be incorporated/registered in India under the Companies Act 1956 for at least 5 years* or LLP Act 2008 or the Partnership Act1932.</p> <p>c) Bidder should be compulsorily registered with the Service Tax Authorities in India.</p>	<ul style="list-style-type: none"> Request authority to kindly allow the Subsidiary / Associate criteria clause as mentioned below, where the Bidder can use the credentials of the Subsidiary / Associate / Parent company for the qualification purpose of the tender. This will enable wider tender participation. <p>Subsidiary/Associate Criteria: Aggregating the financial, technical, manufacturing and operational experience capability of any Subsidiary /Associates / Parent of the Bidder for the purpose of meeting the respective Qualifications Criteria required by the Bidder shall be permitted. For the purpose hereof, the word “Parent / Subsidiary /Associate” shall mean, in relation to either Party {and/or consortium members}, a person who controls, is</p>	No Consortium bids are permitted.

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

			controlled by, or is under the common control with such Party {or consortium member} (as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);	
4.	Charging Protocol	Battery Pack Charging: GB/T Compatibility with the charger type: The Electric buses to be quoted for by the bidder must support 120 kW GB/T connector The AC Electric buses offered by the bidders must be compatible with GB/T connector type DC chargers.	<ul style="list-style-type: none"> Request the Authority to not mandate on charging connector type & allow CCS2 connector charging also. Currently, there is no regulation on using a particular charging standard. Mandating charging standard is not practiced by any Transport Undertaking. Further it is not possible to enable both charging types on the bus. Also chargers are for GB/T, CCS2 are not interchangeable. As of today, tender neutral of charging protocol is suggested until one charging standard is proven for universally accepted practice. We will provide suitably with compatible chargers for CCS2. Request the Authority to consider to enable wider tender participation. As per DHI guidelines we are providing CCS2 type charging port. CCS2 is universal charger. GB/T can be used only for the specific bus. 	No changes in RFP terms and conditions.
5.	Transmission/Gear drive:	Automatic transmission	<ul style="list-style-type: none"> Request authority to kindly note that there is No transmission as it a direct motor drive. Hence kindly delete this requirement. NA for EV 	Transmission/Gear drive related specifications to be omitted.
6.	Suspension type:	Air Suspension at front and rear.	<ul style="list-style-type: none"> Request authority to allow Weveller suspension also in the Front and Air suspension in the Rear. This combination is already proven successfully on Indian roads. 	No changes in RFP terms and conditions.
7.	Brake system:	Dual circuit full air brakes, with preferably disc type arrangement for front and drum at rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels (any bus delivered after 1st April, 2015 will mandatorily have disk brake in front) (As per UBS-II)	<ul style="list-style-type: none"> Request authority to allow Drum Brakes in Front and Rear. Also, request authority to allow the brake system as per CMVR guidelines. Brake system: Dual circuit full air brakes, with preferably disc type arrangement for front and drum/Disc at rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels (any bus delivered after 1st April, 2015 will mandatorily have disk brake in front) (As per UBS-II). Disc Brake is advanced feature. Request you to kindly consider 	Disc/Drum type at front and Disc/Drum Brakes in rear.

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

8.	Door:	2 doors provided (Front & Middle) as per UBS-II. Middle door must be minimum 800 mm, with an unilateral tolerance of upper limit & lower limit to 100 mm	<ul style="list-style-type: none"> Request authority to allow FOH and ROH door combination also. We request authority for – Front Door 785mm (JK Door) Rear Door - 1185mm (JK Door) 	No changes in RFP terms and conditions.
9.	Additional Features	Additional feature: ITS	<ul style="list-style-type: none"> ITS system will be provided as per AIS-140. Request authority to kindly accept and also Please share the customer preferred ITS supplier for integration. We request to Authority that- Bus will meet Back end server information required to transmit the data (OS of system, Protocol & software of server) 	No changes in RFP terms and conditions.
10.	Homologation	Homologation of the offered model to be submitted with the bid	<ul style="list-style-type: none"> Request authority to allow bidders to submit Homologation certificate of any one model of Electric Midi / Standard bus manufactured by them, as the offered model to be built post the award of order to the successful bidder. The offered model certificate would be submitted during the time of Prototype inspection. Request authority to kindly consider this. Request to authority to consider type approval (Homologation) of Base Model or Similar model at the time of submission with technical bid. Type approval (Homologation) of quoted model shall be provided at the time of Prototype Inspection. Homologation of the offered model to be submitted at the time of proto bus inspection. It will only restrict the wider participation in the tender. In RFP Trial is requested with Base/Offered Model. Accordingly, request you to kindly consider the Base Model Homologation also during Bid Submission. 	Homologation of base/offered model to be provided with bid documents and homologation of the offered model to be submitted at the time of prototype inspection.
11.	Trial run	The bidders who fulfill the technical specifications as delineated under clause 14b are required to conduct trial run as per the terms and conditions as ascertained by the bid evaluation committee which will be notified to the bidders in writing after the scrutiny of the technical specifications. The trial run must be conducted of the offered Electric bus or its base model variant for a period of minimum 4-5 days within the routes as may be finalized by bid evaluation committee during the trials. Successful trial run of the EV is mandatory to be declared as technically qualified and the financial bids of only the technically qualified bidders shall be	<ul style="list-style-type: none"> Request authority to kindly remove the POC Trial run, as the Electric bus market is well matured in India and we have successfully completed around 50 lakhs kilometers on road of our Electric Bus operations at Ahmedabad for AJL and more than 8 lakhs kilometers for BSRTC Patna. Considering this, we request you to kindly remove the POC clause. In case, if POC Trial run is being made mandatory, we kindly Request authority to consider conducting trial run at any one of the Bidder's location where their Electric Buses are operating on road, in view of outburst of COVID Pandemic in India and restricted travel due to lockdown and other Government guidelines. We request authority that our buses are successfully running in various STUs across the country hence we request authority to remove the clause of 	No changes in RFP terms and conditions.

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

		evaluated.	trial run for all the participant/technically qualified bidder. We request authority to keep trial run mandatory for the L1 stated bidder for the tender.	
12.	Inspection	Inspection The bidders whose buses comply as per the technical specification articulated under clause 14b are required to conduct trial run of the offered Electric bus or its base model variant for a period of minimum 2-3 days within the routes as may be finalized by bid evaluation committee during the trials. Based on the successful trial run and technical compliance, a bidder shall be declared as technically qualified.	<ul style="list-style-type: none"> Request authority to kindly remove the POC Trial run, as the Electric bus market is well matured in India and we have successfully completed around 50 lakh kilometers on road of our Electric Bus operations at Ahmedabad for AJL and more than 8 lakh kilometers for BSRTC Patna. Considering this, we request you to kindly remove the POC clause. In case, if POC Trial run is being made mandatory, we kindly Request authority to consider conducting trial run at any one of the Bidder's location where their Electric Buses are operating on road, in view of outburst of COVID Pandemic in India and restricted travel due to lockdown and other Government guidelines. 	No changes in RFP terms and conditions.
13.	CMC T&C	Terms and Conditions for Comprehensive Maintenance Contract 1. Comprehensive Maintenance Contract (CMC)	<ul style="list-style-type: none"> Request authority to kindly confirm on the mode of payment of AMC - is it as per Km basis or as a monthly quantum. In case of per Km basis, kindly confirm the assured Kms per month per bus. 	CMC rates to be quoted per vehicle per year. Kms covered: 120 kms per day per bus. 25 days operation per month.
14.	Warrant Certification	Also the warranty certification/declaration for a minimum period of 5 years for the complete bus shall need to be submitted separately along with warranty certification/declaration for the battery pack which should be provided for minimum 5 years and the motor which should be provided warranty for minimum 5years.	<ul style="list-style-type: none"> Request authority to kindly delete this requirement for providing certification for Warranty. 	No changes in RFP terms and conditions.
15.	Disposal of U/S HV Battery Packs	The OEM will be responsible for the disposal of the high voltage battery packs after the end of the usable life of the battery packs of the buses. The OEM shall submit the disposal norms for the used battery packs	<ul style="list-style-type: none"> Request authority to kindly delete this clause. The OEM cannot submit the disposal norms for the used battery at time of bid, same will be in OEM scope, document for same can be presented after proto inspection. Since there are no proper guidelines for disposal of High Voltage Battery Packs and we will submit an undertaking mentioning that the Battery Packs dismantled will 	No changes in RFP terms and conditions.

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

		along with the bids. The disposal of the used battery packs will be in the scope of the OEM and the authority shall not be liable in any way for the same.	be used for other applications.	
16.	Delivery Period	Delivery Period Bidder shall adhere with the delivery schedule as given below: i. The 75 (Seventy five) numbers fully built 9 Meter AC Electric buses shall have to delivered by the selected bidder within 180 days after the issue of "Letter of Award".	<ul style="list-style-type: none"> We request authority to kindly amend the Delivery Schedule as below: M - Issue of LOA/PO M + 4 Months -For Supply of Prototype M + 9 Months -For Supply of 50% of Order volume M + 12 Months -For Supply of 100% of Order volume Considering the high lead times for procuring batteries and various key EV aggregates, we request authority to kindly amend the delivery schedule as above. This was also recommended by the DHI, Govt of India, for the FAME II scheme. The 75 (Seventy five) numbers fully built 9 Meter AC Electric buses shall have to delivered by the selected bidder within 240 days after the issue of "Letter of Award" We request to authority to consider below-Delivery of Proto bus-90 Days from the date of LOA Delivery of 75 buses -Within 180 days from the approval of proto bus. <ul style="list-style-type: none"> a) Lead time for procurement is 3-4 months (due to semi-conductor delays). b) This will enable proper supply to the department. 	Delivery Schedule: M - Issue of LOA/PO M + 1 Month -For Supply of Prototype M + 3 Months -For Supply of 50% of Order volume M + 6 Months -For Supply of 100% of Order volume.
17.	General	General	<ul style="list-style-type: none"> There is no clarity on supply of Chargers, Charging time, Charger AMC and scope of Electrical infrastructure development. Request authority to kindly clarify the same. 	Chargers are not in the scope of this RFP.
18.	Routes of the Buses	General	<ul style="list-style-type: none"> Request the Authority to share the routes and bus schedule according to which buses are planned to operate. Justification: Route kms and frequency/headway details of buses are important to determine daily running km, which affects the battery size required to meet operational demands. Overcompensation of battery size will increase total vehicle cost. 	Average Kms covered: 120 kms per day per bus. 25 days operation per month. Maximum approximate dead kms for a bus per day is 10 kms.

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

19.	Depots	General	<ul style="list-style-type: none"> Request the Authority to share depot location(s) which will be made available for daily operations, service and night parking of buses. <p>Justification: Depot location is required to estimate dead km travelled per bus per day for opportunity charging and making to-and-fro trips from a route's starting and end points to the main depot. This extra distance travelled has to be factored into selecting optimal battery size for operations.</p> <ul style="list-style-type: none"> Please share the locations of such depots. 	Two Depots of Authority to be utilized for CMC related tasks: ASTC, Rupnagar and ASTC, ISBT.
20.	Range per day per bus	General	<ul style="list-style-type: none"> Request the Authority to share required range per day per bus. <p>Justification: This is important as daily expected range per bus, along with time for opportunity charging will determine battery size which directly affects total project cost.</p>	Avg. Kms covered: 120 kms per day per bus. 25 days operation per month.
21.	Expected Loading Conditions during Operation	General	<ul style="list-style-type: none"> Request the Authority to share expected occupancy ratio (passenger load) on routes according to past GSCL data where operations are planned. <p>Justification: Total weight of vehicle (ULW + pax weight) directly impacts SEC (kWh/km) of vehicle and hence performance too. To ensure optimum battery size, avg passenger loading is required to be considered in calculation.</p>	Average loading condition is no. of passenger based on seating capacity + 12 nos. standing passengers with 5kg baggage per passenger.
22.	Trial run	The trial run must be conducted of the offered Electric bus or its base model variant for a period of minimum 4-5 days within the routes as may be finalized by bid evaluation committee during the trials.	<ul style="list-style-type: none"> Request the Authority to specify the exact conditions of trial run (POC) w.r.t <ol style="list-style-type: none"> Loading conditions / Passenger occupancy. Expected range to be covered in single charge. Expected range to be covered in single day of operations. No. of shifts Opportunity charging (if any) HVAC on/off 	<p>Trial Condition:</p> <p>Loading condition/Passenger occupancy: No. of passenger as per seating capacity + 12 Nos standing passengers with 5kg baggage per passenger. And 20% of the above load for overloading scenarios to be considered.</p> <p>Expected range in single charge: 120</p>

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

				<p>kms at 80% SOC</p> <p>Opportunity charging: Not applicable.</p> <p>HVAC: ON and temperature of bus maintained at 24 degree Celsius during trial run.</p>
23.	Depot Infrastructure	General	<ul style="list-style-type: none"> • Maintenance of Electric buses require following facilities at depot premises, There is no clarity on Service and maintenance infrastructure Development, request authority to confirm who will develop the same. • Hard standing concrete floor throughout depot yard, Depot Space • Workshop Area • Pits & Bays • High Mast tower light providing adequate lighting • Scrap Room, office Room • Lube Room, Store Room, Toilets (Workers), Toilet (Staff) including separate Ladies toilet • Tyre Room, Battery Room, Tool Room, Training Room, Mini Conference Room • Warranty Parts Room, Accidental Part Room, Workers rest room/Pantry • Car Washer Room, Washing Staff Room, Air Compressor Platform with shed • Ancillary Room (Hydraulic Press, Riveting machine etc.), Driver rest. <p>We request authority to provide above facilities, Only Allied Electric Infrastructure will be in the scope of Bidder/OEM.</p>	<p>Bidder may visit authority depot to survey available infrastructure for quoting accordingly in case they intend to use authority depot for CMC related activities. Authority will make no extra special arrangements for the bidder for CMC related activities in authority's depots. In case the vehicles are required to be sent to the dealership workshop, the drop and pick up of the vehicle will be in the scope of the authority.</p>
24.	General	General	<ul style="list-style-type: none"> • Request the Authority to share the exact routes where electric buses is planned to operate. <p>Justification: Required for understanding vehicle performance based on routes</p>	<p>Routes attached below.</p>
25.	General	General	<ul style="list-style-type: none"> • Request the Authority to share the exact depot locations in the city of Guwahati to be allotted for electric bus operations. 	<p>Two Depots of Authority to be utilized for CMC related tasks: ASTC, Rupnagar and ASTC, ISBT.</p>

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

26.	General	General	<ul style="list-style-type: none"> Request authority to kindly inform the No. of depots in which buses will be operated and the address of the maintenance location? 	Two Depots of Authority to be utilized for CMC related tasks: ASTC, Rupnagar and ASTC, ISBT.
27.	Bid Submission Date	Bid Submission Date	<ul style="list-style-type: none"> Request authority to kindly provide the Bidder at least 2 weeks time for the Bid submission due date from the date of release of the Prebid responses Corrigendum. This would enable the Bidder to study the prebid responses completely, prepare the necessary bid submission documents, legal and bank related documents & transactions and workout & review internally on the Commercials. 	No changes in terms and conditions as per RFP.
28.	Roof hatches	1 nos roof escape hatches/as per AIS153	<ul style="list-style-type: none"> Not applicable for Type1 bus. Hence no roof hatch will be provided. Kindly accept. As per regulation Escape hatch not required if high voltage system mounted on roof, as per clause of water logging it is advised to have battery on roof only. 	Roof hatch not required. As per AIS-153(2.11.7.1.1)
29.	ETM Charger	ETM Charger should be provided in Driver Cabin	<ul style="list-style-type: none"> Only Provision for ETM charger would be provided. Authority to have its own hardware components. Kindly accept. 	ETM machine charging provisions to be provided in driver cabin.
30.	Steering System	Power Assisted, adjustable and tiltable	<ul style="list-style-type: none"> Steering is power assisted and meets all CMVR requirements in performance & comfort. Request to provide deviation over Adjustable & tiltable steering 	Accepted. However, subject to condition that the driver seat is adjustable in compliance with applicable CMVR/AIS Norms.
31.	Intelligent Transport System (ITS):	3 (three) hi-resolution CCTV cameras to be installed in the buses. One integrated OBU as per the UBS II norms should be installed. The system should be capable of sending video files either via Wi-Fi system or at least must be capable of transmitting data as per UBS-II. These hi-resolution CCTV cameras will be installed in the front of the Passenger compartment & other in the rear of the passenger compartment.	<ul style="list-style-type: none"> Request to kindly accept relevant AIS/CMVR norms in place of UBS II as and where applicable in the tender. 	2 (two) hi-resolution CCTV cameras to be installed in the buses. One integrated OBU as per applicable CMVR/AIS norms should be installed. The system should be capable of sending video files either via Wi-Fi system or at least must be capable of transmitting data as per applicable CMVR/AIS Norms. These hi-resolution CCTV cameras will be

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

				installed in the front of the Passenger compartment & other in the rear of the passenger compartment.
32.	Range (Distance covered in a single run at 80% SOC)	As per ASTC's operations 120kms at 80% SOC The kms performance as per requirement will be checked during the trial runs in loaded condition.	<ul style="list-style-type: none"> 120km in Single charge at 80% SOC, with AC ON at 26deg, at GVW condition and Avg. speed more than 20kmph can be provided. Kindly accept. Range of an electric vehicle is directly dependent on ambient temperature, AC Usage, Load factor, Driving habits, speed... We request the authority to consider the conditions while the trial is held and consider total requirement for running in single day with opportunity charging than on range in SOC basis. 	No changes in RFP terms and conditions.
33.	Warranty	5 years starting from day 01 of placement of vehicle for operation including spares, consumables, tyres and batteries.	<ul style="list-style-type: none"> Request to confirm whether Labor / Manpower during the warranty will also be in scope of Bidder. Kindly confirm as huge cost is dependent on it. Request authority to kindly clarify the Warranty inclusions and exclusions as they are not clear. Please clarify what are all included and excluded in Warranty. Warranty shall not cover accidents, regular maintenance schedules and expenses. Expenses for regular maintenance with schedules as given by Bidder would be borne by the authority. 2 years or 2 lacs km, whichever comes earlier as per UBS-2 guidelines excluding tyres and consumables. 5 years for battery 2 years for Motors. From day 1 of placement of vehicles. Query: Does it mean 5 years of warranty for whole vehicle apart from HV Battery warranty? Remarks: currently as per our STD WTY for EV Vehicles, there is 2 year (Incl Motor) standard Vehicle warranty and 5 years for HV Battery. Remarks As per Warranty terms, wear and tear items and consumables are not covered under warranty. 	<p>Labor/Manpower will be in the scope of bidder. All other terms and conditions shall be as per the RFP.</p> <p>Warranty shall have to be extended by OEM only.</p>
34.	Bid Evaluation	The bidders who fulfill the technical specifications as delineated under clause 14b are required to conduct trial run as per the terms and conditions as ascertained by the bid evaluation committee which will be notified to the bidders in writing after the scrutiny of the technical specifications. The trial run	<ul style="list-style-type: none"> Request to take trial run during prototype inspection. Bidder can provide undertaking in the Bid for meeting Tender requirement. Date of trial should be communicated at least 20 days prior to trial date, considering vehicle needs to be sent on trailer & same needs to be booked 15 days in advance due to limited availability 	No changes in RFP terms and condition.

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

		must be conducted of the offered Electric bus or its base model variant for a period of minimum 4-5 days within the routes as may be finalized by bid evaluation committee during the trials. Successful trial run of the EV is mandatory to be declared as technically qualified and the financial bids of only the technically Qualified bidders shall be evaluated.		
35.	General Conditions of Contract (GCC)	<p>a. Supply of 75 (Seventy five) numbers of fully built 9meter AC Electric buses meeting norms & requirements Of CMVR 1989 and ARAI.</p> <p>b. The selected bidder for AC Electric bus shall be responsible for providing Comprehensive Maintenance Contract (CMC) services for the AC Electric bus for a period of 5yearsstarting from the day of end of warranty period. The decision of ASTC on CMC shall be final. The terms and conditions regarding the CMC for the AC buses are delineated under clause 23.</p>	<ul style="list-style-type: none"> Request Authority for Annual maintenance contract kindly provide the following details: 1. Request authority to kindly provide the number of depots/ locations for maintenance facility. Request authority to have one depot for 75 buses and one depot for 125 buses 2. Also, please provide the depot wise bus allocation - We request the Authority to kindly allocate all the 75 and 125 buses in one depot each so that by optimizing the fixed cost, plant & machinery cost most competitive rates may be bided by bidders. 3. Bus operation type - Intercity/ intracity. Kindly confirm as type 1 buses are meant for intracity operations 4. Please provide details of tentative routes details along with the frequency & schedules 	-Operation type: Intracity -
36.	Terms and Conditions for Comprehensive Maintenance Contract	i.Periodic/Schedule Services, running repairs, major & minor repairs, and preventive maintenance shall be carried out at respective depot by the bidder.	<ul style="list-style-type: none"> Request Authority to kindly confirm for the guaranteed operated Kms per bus per day. <p>Based on guaranteed run Kms only the cost of CMC shall be established.</p>	Avg. Kms covered: 120 kms per day per bus. 25 days operation per month.
37.	Terms and Conditions for Comprehensive Maintenance Contract	xvi. All the unserviceable/ defective parts/ items/used Lubricants etc., removed by the OEM from the buses shall be the property of Authority.	<ul style="list-style-type: none"> Request Authority that all the removed unserviceable/ defective parts/ items/used Lubricants etc. and scrap material shall be property of contractor. Request Authority to kindly modify the clause accordingly. We request the Authority to treat all the unused/defective parts/items/used lubricants etc. removed from the buses by the OEM during the CMC period as 	All the unserviceable/ defective parts/ items/used Lubricants etc., removed by the OEM from the buses shall be the property of OEM.

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

			<p>the property of the bidder.</p> <ul style="list-style-type: none"> All parts and services are under AMC, so defective parts are a property of OEM, moreover some of them required for defect analyses also. 	
38.	Evaluation	GSCL will constitute a proposal evaluation committee to evaluate technical and financial of the bidders	<ul style="list-style-type: none"> Request to kindly consider OEM credentials for evaluation purpose in case its authorized dealer participate in the tender 	Accepted.
39.	EMD and Performance Bank Guarantee	As description mentioned in the clauses of EMD and Performance bank Guarantee	<ul style="list-style-type: none"> In case of participation of an authorized dealer, please consider if the EMD and PBG submitted by their OEM. 	Accepted.
40.	General	“The Managing Director, GSCL reserves the right to delete any item or items or to increase or decrease the quantity of any item or items from the tender schedule.”	<ul style="list-style-type: none"> In the event that the quantity of buses is reduced after submission of bids, the financial bid submitted by bidders may become unviable. <p>Therefore, please clarify that GSCL can exercise its right to reduce the quantity of buses to be purchased under the RFP only prior to the bid due date and not any time after submission of bids.</p>	No changes in terms and conditions as per RFP.
41.	EMD	<p>Clause 5(ii) is set out below:</p> <p>“Earnest Money Deposit (“EMD”) of amount INR 1,00,00,000/- (Rupees One Crore) is to be submitted only through online mode by the bidder along with the hard copy of the technical proposal.”</p> <p>Clause 6(b) is set out below:</p> <p>“The hard copy of the Proposal along with snapshot of proof of Tender processing fee and bank guarantee for EMD should be dispatched before the last date and time of bid <i>submission as stated in the RFP to the following address...</i>”</p> <p>Clause 6(b) is set out below:</p> <p>“<u>Original copy of the EMD</u> and hard copy of</p>	<ul style="list-style-type: none"> There is a contradiction between Clauses 5(ii) 6(b) and 6(f), as to whether a bidder is required to submit the EMD through wire transfer or through a bank guarantee. <p>Please note that it is a standard practice in public tenders across central and state governments, that bidders are permitted to submit the bid security/EMD through bank guarantees.</p> <p>Therefore, we request GSCL to please suitably modify this Clause and enable the Bidders to have an option to submit the EMD through bank guarantee as well.</p>	<p>“Earnest Money Deposit (“EMD”) of amount INR 60,00,000/- (Rupees Sixty Lakhs Only) is to be submitted through online mode or bank guarantee by the bidder along with the hard copy of the technical proposal.”</p> <p>Commissioning of Project refers to the delivery of the vehicles as per the RFP.</p>

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

		<i>Technical Proposal (except Financial Proposal) shall also be submitted to: Managing Director, Guwahati Smart City Limited, Dispur, Guwahati 781006.”</i>		
42.	PBG Forfeit	<p>The Clause is set out below: <i>“The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to GSCL: If the Successful Bidder is not able to submit the requisite documents stated in the RFP to the satisfaction of GSCL. If the Successful Bidder is not able to commission the projects to the satisfaction of GSCL, for which allocation letter/sanction letter has been issued.”</i></p>	<ul style="list-style-type: none"> Please clarify which documents are referred to under this Clause. The obligations of the parties would be governed by the concerned contract, and the selected bidder may not be required to submit documents pursuant to this RFP. <p>Further, please clarify that ‘commission the projects’ refers to supply of buses, in accordance with the delivery schedule agreed between the parties.</p> <ul style="list-style-type: none"> This is a very vague clause. Request to share complete basis, amount and SLA for imposing any penalties. We propose repair SLA as - within 3 days for minor works, and within 7 days for any major works. 	<p>-Commissioning of Project refers to the delivery of the vehicles as per the RFP.</p> <p>-Documents referred under this clause: Homologation certificate of offered model during prototype inspection.</p> <p>-Complete basis, amount and SLA for imposing any penalties will be finalized mutually at the time of signing of contract between purchaser and selected bidder.</p>
43.	Clause 15(d)	<p>The Clause is set out below: <i>“The Performance Security shall be valid for 1 (One) year from the date of commissioning of the Project.”</i></p>	<ul style="list-style-type: none"> Please clarify that “commissioning the Project’ refers to supply of buses, in accordance with the delivery schedule agreed between the parties. 	Commissioning of Project refers to the delivery of the vehicles as per the RFP.
44.	Clause 16(1)(b)	<p>Bidder or its OEM should be incorporated/registered in India under the Companies Act 1956 for at least 5 years* or LLP Act 2008 or the Partnership Act 1932.</p>	<ul style="list-style-type: none"> Tata Motors was incorporated in the year 1945, and therefore, please amend this requirement to allow the companies incorporated in accordance with the then applicable law (i.e. prior to the enactment of the Companies Act, 1956). We suggest to include Companies Act 2013, along with Companies Act 1956, and further request you to remove this 5 Years Clause to ensure the healthy Competition. As most of EV Companies are recent startups. Bidder or its OEM/Consortium should be incorporated/registered in India under 	<p>Bidder or its OEM should be incorporated/registered in India under Companies Act for at least 5 years* or LLP Act 2008 or the Partnership Act 1932. Bidder shall have to submit valid registration certificate/trade license or</p>

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

			<p>the Companies Act 1956 for at least 2 years* or LLP Act 2008 or the Partnership Act 1932.</p> <p>Since EV technology is new in India so we request to authority to consider consortium also in bidding. It will lead to wider participation & low price to STU.</p>	any other supporting documents in relation to the particular clause.
45.	General (multiple clauses)	We note that several clauses under the RFP contain references to 'ASTC'.	<ul style="list-style-type: none"> Given that the present bid process is being conducted by GSCL and the relevant contract would be executed between GSCL and the selected bidder, there would be no contractual relationship between the selected bidder and ASTC. Therefore, please change the reference of 'ASTC' to 'GSCL' in the RFP or clarify the scope of work in the tender to clearly segregate the jurisdiction of ASTC and GSCL as per scope of work 	All work related to operation and warranty from day 1 of operation of vehicles and CMC from fifth year onwards will be the jurisdiction of ASTC.
46.	Bid Validity	<p>Clause 17(ii)(a) is set out below:</p> <p><i>"Prior to the expiration of the validity period, GSCL will notify the successful bidder in writing (LoA) thereby indicating that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, <u>GSCL may like to request the bidders to extend the validity period of the bid. In the event of GSCL not notifying the bidders and no intimation has been sent by the bidders indicating their desire not to extend the bid validity period, bid validity shall be deemed to have been extended by additional 180 days after expiration of previous validity period.</u>"</i></p> <p>Clause 25 is set out:</p> <p><i>"The bid shall remain valid and open for acceptance for a period of 180 days from the specified date of bid opening.</i></p> <p><i>In exceptional circumstances prior to expiry of the</i></p>	<ul style="list-style-type: none"> Please note that the former and latter portions of Clause 17(ii) (a) are contradictory. <p>Further, the latter portion of Clause 17(ii) (a) is contradictory with Clause 25 as well.</p> <p>Please note that it is a standard practice in public tenders across central and state governments, that if the tendering authority wishes to extend the bid validity period, it is required to specifically request the bidder to extend the validity of their bids, and bidders, are entitled to either extend or not extend such validity, as is reflected under Clause 25.</p> <p>Therefore, we request GSCL to please amend this clause as follows:</p> <p><i>"Prior to the expiration of the validity period, GSCL will notify the successful bidder in writing (LoA) thereby indicating that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, GSCL may like to request the bidders to extend the validity period of the bid. The validity of Bids may be extended by mutual consent of the respective bidders and GSCL."</i></p>	<p>Clause 25 is applicable and to be complied by the bidders.</p> <p>Clause 17 (ii) (a) is cancelled and omitted from the RFP.</p>

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

		<p><i>original bid validity period, the purchaser may request the bidder for extension in the period of validity. The request and response thereto shall be made in writing by fax followed by confirmation copy by post. A bidder may refuse the request without becoming liable for forfeiture of Earnest Money. However, a bidder agreeing to the request of extension.</i></p>		
47.	Zero Deviation Tender	<p>Clause 19 provides for a mechanism for indicating variations/deviations in the bid. Whereas, Clause 7 states that this bid process is a zero deviation process.</p>	<ul style="list-style-type: none"> • There appears to be a contradiction between Clauses 19 and 7. Please clarify. 	<p>Clause 7: Zero Deviation Tender has to be followed and complied by the bidder and an undertaking regarding the same is to be submitted along with the bid documents.</p> <p>Moreover, Clause 19 and Annexure-VIII are cancelled and omitted from the RFP.</p>
48.	Delivery Schedule	<p>The Clause links the delivery schedule to the issuance of the LOA. In this regard, it is pertinent to note Clause 2(c) of the RFP, which is set out below:</p> <p><u>“No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Contract has been executed by or on behalf of GSCL. Any notification of preferred Bidder status by GSCL shall not give rise to any enforceable rights by the Bidder. GSCL may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of GSCL.”</u></p>	<ul style="list-style-type: none"> • Please link the delivery and inspection schedule from the date of execution of contract, since the binding terms and conditions of the relationship between the parties would be set out in detail under the signed contract. 	<p>Delivery Schedule and inspection schedule to be considered from the date of execution of contract.</p>

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

49	Letter Acceptance of	<p>The Clause is set out below:</p> <p><i>“...Upon return of 'Letter of Acceptance' from the successful bidder, <u>contract in accordance with the form of agreement prescribed with the bid documents, would be signed by both the parties.</u></i></p> <p><u>The successful bidder shall get the correct amount of stamp duty adjudicated, at Guwahati in accordance with the applicable law, and submit the same in two copies duly stamped and executed within thirty days from the despatch of 'Letter of Acceptance'.</u></p> <p><i>The purchaser will return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp duty will be paid by the successful bidder...”</i></p>	<ul style="list-style-type: none"> • We note that the draft contract which would be executed between GSCL and the selected bidder has not been shared with the bidders as part of the RFP. Therefore, please share such draft at the earliest, and in any case, prior to the bid due date, such that bidders have reasonable time to examine such draft contract, before submission of their bids. <p>Please note that typically in all public tenders, whether pertaining to central or state governments, stamp duty is paid on the final contract that is executed between the parties and not on the letter of award. Therefore, please link this requirement to the signing of the contract (as opposed to dispatch of the LOA).</p>	Accepted. Draft Contract to be attached.
50	Termination Contract of	<p>The termination mechanism set out under Clause 40 pertains to the ability of GSCL to terminate the contract due to a default committed by the selected bidder, and Clause 40 does not entitle the selected bidder to terminate the contract in case of a default committed by GSCL.</p>	<ul style="list-style-type: none"> • Therefore, in light of fairness as well as the market practice, please amend this clause such that the selected bidder is also entitled to terminate the contract in case of any breach committed by GSCL. Please note that without such amendment, the tender would become unfair and unviable for all bidders. 	Both the purchaser and the selected bidder may terminate the contract in case of any breach committed by other party or any other reason, subject to the condition that a prior notice of 30 days in writing is served upon the registered address of the other party.
51	Force Majeure	<p>In case buses do not operate in any shift(s) because of natural disaster, riots, flooding, power grid failure, power supply failure/ interruptions or such other reasons beyond the control of the selected party, this period shall be excluded while calculating the availability of the buses on annual basis. Similarly,</p>	<ul style="list-style-type: none"> • We note that epidemic, pandemic, endemic and lock-down have not been specifically included in the illustrations of force majeure events, however, given the current circumstances, it would be advisable that 'epidemics', 'pandemics', 'endemics' and 'lockdown' are specifically included in the examples of force majeure events. Please amend this clause to specifically include 'epidemics', 'pandemics', 'endemics' and 'lockdown'. 	In case buses do not operate in any shift(s) because of natural disaster, riots, epidemics, pandemics, endemics, lockdown (complete restrictions on movement of public), flooding, power grid failure, power supply failure/

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

		where the bus cannot operate because of being impounded in police/ judicial custody or for such other reason, this period shall be excluded for calculating the availability of the fleet.		interruptions or such other reasons beyond the control of the selected party, this period shall be excluded while calculating the availability of the buses on annual basis. Similarly, where the bus cannot operate because of being impounded in police/ judicial custody or for such other reason, this period shall be excluded for calculating the availability of the fleet.
52	Indemnity	We note that GSCL has not provided any indemnity to the selected bidder, which appears to be unfair and contrary to the market practice.	<ul style="list-style-type: none"> Therefore, please include the following to Clause 43: "GSCL shall, indemnify, defend and hold harmless the selected bidder (and its employees, directors, contractors, representatives, agents, consultants etc.) against any and all proceedings, actions, third party claims for injury, loss, damage and expense of whatever kind and nature arising out due to a negligent act or omission, breach of contract, breach of applicable law by GSCL or any of and its employees, directors, contractors, representatives, agents, consultants etc." 	Accepted
53	Indemnity	There is no limitation of liability of the selected bidder in relation to indemnity under the RFP.	<ul style="list-style-type: none"> We request GSCL to please include a limitation of liability of the selected bidder in respect of any indemnity claims against the selected bidder. 	No changes in terms and conditions as per RFP.
54	Arbitration	The Clause provides for a sole arbitrator, and the mechanism for the appointment of such sole arbitrator, from a list of 3 members proposed by the defendant.	<ul style="list-style-type: none"> We request GSCL to please adopt the standard market practice that, disputes would be adjudicated by an arbitral tribunal of 3 members, wherein each party would appoint 1 arbitrator each, and such arbitrators would appoint the presiding arbitrator. 	Disputes would be adjudicated by a sole arbitrator appointed by authority (GSCL/ASTC) and the decision of the sole arbitrator shall be final and binding on all the parties. The arbitration proceeding shall be in accordance with Arbitration and

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

				Conciliation Act-1996 (as amended).
55	Performance Security/ Performance Bank Guarantee (PBG)	On receipt of Letter of Award (“LoA”) from GSCL, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 5% of the total project cost defined in this RFP on or before the signing of the subsequent Contract, within 15 days from notification of the LoA, unless specified to the contrary. In case the successful Bidder fails to submit Performance Guarantee within the stipulated time, GSCL may at its sole discretion cancel the LoA without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.	<ul style="list-style-type: none"> Request authority to reduce the performance security to 3% of the total project cost in order to quote better. As per the Govt. of India, Ministry of Road Transport and Highways Transport Bhawan Circular No: F.No.G-20016/01/2020-TF-II dated.17.11.2020 and Ministry of Finance, Department of Expenditure, Procurement Policy Division Circular Dated.12.11.2020 performance Security has been reduced to 3% of Contract Value till 31st December 2021. It is therefore requested to reduce the Performance Security amount to 3% of total value of the Contract. On receipt of Letter of Award (“LoA”) from GSCL, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 3% of the total project cost defined in this RFP on or before the signing of the subsequent Contract, within 30 days from notification of the LoA, unless specified to the contrary. In case the successful Bidder fails to submit Performance Guarantee within the stipulated time, GSCL may at its sole discretion cancel the LoA without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP. 	No changes in terms and conditions as per RFP
56	General Conditions of Contract (GCC)	The selected bidder for AC Electric bus shall be responsible for providing Comprehensive Maintenance Contract (CMC) services for the AC Electric bus for a period of 5 years starting from the day of end of warranty period. The decision of ASTC on CMC shall be final. The terms and conditions regarding the CMC for the AC buses is delineated under clause 23.	<ul style="list-style-type: none"> Request authority to clarify, In case of phased wise delivery from which date CMC period will start. 	In case of phased wise delivery CMC will start from the day of end of warranty period.
57	Dealership Support at Guwahati.	The bidder shall have local dealership support at Guwahati, Assam capable of after sale service support, inspection (PDI), delivery etc. the fleet of ordered	<ul style="list-style-type: none"> We request the authority to extend the time limit of 3 months (after the issue of LOA) for setting up the necessary dealers and service support center at Guwahati due to documentation and other physical jobs. 	No changes in RFP terms and conditions. As PDI shall have to be

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

		quantity of vehicles. If the bidder have not yet established local dealership and support center in Guwahati, Assam, then the bidder must provide an undertaking (on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution) that necessary dealer and service support center capable of supporting the fleet of ordered quantity of vehicles will be established at Guwahati within 2 months after the issue of LOA.	<ul style="list-style-type: none"> The Period of 2 months is too short to establish local service dealer. So the period needs to be extended to at least 6 months. 	done at dealer location.
58	EMD	Earnest Money Deposit (“EMD”) of amount INR 1,00,00,000/- (Rupees One Crore) is to be submitted only through online mode by the bidder along with the hard copy of the technical proposal.	<ul style="list-style-type: none"> Please refer the Govt. of India, Ministry of Finance Circular No.: F.9/4/2020-PPD Dated.12.11.2020.,vide which the Bid Security is exempted for MSME Unit Bidders for all govt. tenders up-to 31 Dec 2021. Therefore, it is requested to exempt the same for MSME registered Units. Necessary MSME registration certificates can be sought from bidders. Further there is discrepancy with regard to EMD Clause as one side it is mentioned that EMD should be submitted online and on the other side BG format for submission of EMD is also given Kindly Clarify 	No changes in terms and Conditions as per RFP.
59	Annual Turnover	Average annual turnover of the manufacturer during the last three financial year’s i.e. 2018-19, 2019-2020& 2020-21 shall not be less than Rs 5000.00 lakhs. Last 3 financial years are FY 2018-19, 2019-20 and 2020-21.	<ul style="list-style-type: none"> Request you to kindly Amend the Average annual turnover of the manufacturer during the last three financial year’s i.e. 2018-19, 2019-2020& 2020-21 shall not be less than Rs 2500.00 lakhs. Further kindly allow Associate (as defined in Companies Act 1956/2013) credential to be used in eligibility Criteria. We request the authority to consider turnover in proportion to Project size. Considering the project size, we request Authority to revise the clause as Turnover of Avg 500 Crores in past 3 years to evaluate serious bidders on fair basis. Average annual turnover of the manufacturer/ consortium during the last three financial year’s i.e. 2018-19, 2019- 2020& 2020-21 shall not be less than Rs 5000.00 lakhs. Last 3 financial years are FY 2018-19, 2019-20 and 2020-21 	<p>No consortium bids are permitted</p> <p>Turnover: No changes in terms and conditions as per RFP.</p>

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

60	Localization	<p>The bidders shall along with the bid, provide satisfactory evidence acceptable to the purchaser as given below: The bidder or its OEM should be a registered Bus Manufacturer based in India and must be a company under Indian Companies Act. In addition the OEM must have minimum 35% localization. The declaration or certification for localization must be submitted. Also the warranty certification/declaration for a minimum period of 5 years for the complete bus shall need to be submitted separately along with warranty certification/declaration for the battery which should be provided for minimum 5 years and the motor which should be provided warranty for minimum 5years.The OEM will be responsible for the disposal of the high voltage battery packs after the end of the usable life of the battery packs of the buses. The OEM shall submit the disposal norms for the used battery packs along with the bids. The disposal of the used battery packs will be in the scope of the OEM and the authority shall not be liable in any way for the same.</p>	Kindly clarify that OEM can give Declaration regarding the Localization.	The declaration or certification for localization must be submitted certified by competent authority. OEM may submit an affidavit certifying/declaring the same. POC to be established at the time of inspection.
61	Certification	<p>The design shall be developed based on the requirements given in the Technical Specification & sound engineering practices. The entire design shall be submitted by the successful Contractor with supporting technical data to the Purchaser for approval, before commencing manufacture. However, the Contractor shall be required to obtain Type Approval, Conformity of Production (COP) for the buses from the authorized agencies as per latest CMVR. In addition, Finite Element Analysis (FEA) approval shall be required to be taken from</p>	<ul style="list-style-type: none"> In addition to ARAI there are various other certifying agencies. Certification from such other agencies shall also be acceptable. 	As per CMVR.

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

		ARAI, Pune or any other agency authorized as per CMVR.		
62	Net worth of OEM	Bidder should have a positive net worth in each of the last 3 financial years.	<ul style="list-style-type: none"> As investment to plan 200 buses requires a considerable cash flow and working capital, Net-worth of firm is critical to this aspect. With past tenders in EV domain and on fair evaluation basis, we request authority to revise the clause as Net-worth of OEM to be min 100 Crores on 31st March 2021. 	No changes in RFP terms and conditions.
63	Payment Terms	Payment Terms: Payment for the 125(One hundred and twenty five) numbers fully built 9 Meter AC Electric buses to the selected bidder will be made after the delivery of all the vehicles as per the above timeline.	<ul style="list-style-type: none"> Request authority to confirm number of days in which firm payment would be released after satisfactory receipt of buses; Also request authority to compensate bidder with interest rate of 12% annum for any delay further beyond committed date. This request is as per fair tender terms. Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract <u>10% payment as an advance along with the Purchase Order and Balance 90% after the delivery of Lot of 5 Buses. all the buses.</u> 	<p>10% Mobilization advance against Bank Guarantee.</p> <p>Lot size may be taken as 20 Nos for payment in phase wise after completion of all formalities like certification, inspection, receipts from receiving authority, etc. 5% of the ordered value will be retained (retention money) which will be released after successful (without any deviation from warranty terms & conditions as per RFP) completion of warranty period.</p>
64	CMC Payment	The Letter of Award (LOA) for the CMC to the successful bidder will be awarded by ASTC before the starting of CMC period i.e. 6th year after the beginning of operation of vehicle subject to availability of Govt. funds. The Authority shall make 100% payment within a period of 30 (thirty) days from the date submission of invoice with deductions if any applicable.	<ul style="list-style-type: none"> We request authority to incorporate clause "In case payments of CMC are not paid for consecutive 2 months, services shall be barred till clearances are made for past with interest rate @12% per annum". This is on fair tender terms and basis. 	No changes in RFP terms and conditions. CMC terms and Conditions will be mutually finalized with selected bidder at the time of signing of Contract.

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

65	CMC	CMC: The Authority shall grant to OEM access, right of way to the Depot Site for carrying out operation & maintenance works for agreement period.	<ul style="list-style-type: none"> Request authority to confirm number of depots which are critical to CMC planning and after-market support. Need details of no of depots/with names to plan service establishment 	Two Depots of Authority to be utilized for CMC related tasks: ASTC, Rupnagar and ASTC, ISBT.
66	Depot Infrastructure	Construction & Maintenance of Depot Infrastructure, Applicable Clearances, Permits, NOC, Approval, Authorization, Drivers, statutory certificates, Insurance, Bus & Depot Security, Vehicle registration charges, road tax, permits, toll tax, Insurance premium for the Buses and other assets, comprehensive insurance etc. in the Authority scope	<ul style="list-style-type: none"> Please elaborate and confirm if all maintenance pits, stores with bins & racks, washing treatment plant, maintenance rooms for tyre, accidental, overhauls etc are inclusive of depot infra. 	<p>If bidder wants to carry out the warranty related tasks in authority depots, the existing infrastructure shall be used, The bidder can also utilize their own authorized dealership workshop for the maintenance tasks, in that case authority will be responsible for dropping and picking up the vehicle.</p> <p>Two Depots of Authority to be utilized for CMC related tasks: ASTC, Rupnagar and ASTC, ISBT.</p> <p>-Operation type: intercity/intracity</p> <p>-km performance: Approx. 120 kms per day per bus.</p> <p>-bidder may visit authority depot to survey available infrastructure for quoting accordingly in case they intend to use authority depot for CMC related activities. Authority will</p>

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

				make no extra special arrangements for the bidder for CMC related activities in authority's depots. In case the vehicles are required to be sent to the dealership workshop, the drop and pick up of the vehicle will be in the scope of the authority.
67	CCTV Cameras Storage	CCTV Cameras with storage capacity for 1month footage:	<ul style="list-style-type: none"> • 1 month record will required high capacity storage which is not advice on board, 7 days recording advised. • 48Hours Storage capacity can be provided within the Bus and the data will be transferred to the Cloud server at Command Control Centre which can be accessed at any point of time. Kindly consider. 	CCTV Cameras with storage capacity for 15 days footage.
68	General	L1 bidder for AC electric bus may be awarded the work of supply separately under this tender.	<ul style="list-style-type: none"> • If bidder agrees to meet L1 rate, order should be split between bidders. 	No changes in RFP terms & conditions.
69	Preparation and Submission of Proposal	Preparation and Submission of Proposal Bidders are required to submit the complete Proposal online which includes Technical bids and Financial bids at www.assamtenders.gov.in . The technical bids must also be submitted through offline (hard copy) mode. The offline documents include Technical bids and signed and sealed copy of RFP are to be submitted in a single cover envelope. It should be duly sealed and signed by authorized signatory. Also, a scanned copy of these original documents needs to be submitted	<ul style="list-style-type: none"> • We request to authority to consider only online submission. 	No changes in RFP terms & conditions.

GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

		online as part of the online bid submission. The bidders must take strong note that the financial bids should not be sent in hard copy. It must be submitted only through online		
--	--	--	--	--

Route Details:

Sl. No.	Route	Route KM
1	Khanapara to Jalukbari via Paltanbazar	22
2	Narengi/Bonda to Jalukbari via Chandmari	18
3	Basistha Mandir to Jalukbari via Paltanbazar	22
4	Khanapara to Jalukbari via ISBT	18
5	ISBT to Paltanbazar via Lokhra, Lalganesh	13
6	Gorchuk to Kachari via Ambari	13
7	Kachari to Kamakhya Mandir	8
8	Game village Bhetapara to Jalukbari via Paltanbazar	22
9	Basistha Mandir to Jalukbari via Zoo Road / Chandmari	23
10	Panjabari to Jalukbari via Zoo Road/Chandmari	23
11	Khanapara/Sixmile to Jalukbari via Narengi/Forestgate/Chandmari	25
12	Paltanbazar to Jagiroad	55
13	Chaigaon to Kachari	47
14	Baihata to Khanapara via Paltanbazar	45



GUWAHATI SMART CITY LTD.

(Formerly Guwahati Smart City Development Agency Ltd.)

(CIN U45309AS2016SGC017403)

04th Floor, Aditya Tower, Opp. Down Town Hospital, G.S. Road, Guwahati-781006

E-mail: mdsmartguwahati@gmail.com

Website: www.gscl.assam.gov.in

15	Kachari to Sualkuchi	35
16	Kachari to North Guwahati	23
17	Forest Gate to Chandrapur	18
18	Khanapara to Mangaldai via ISBT	80
19	Khanapara to Nalbari via Paltanbazar	81

-Sd-
Managing Director
Guwahati Smart City Limited