

Request for Proposal
For
Purchase of 125 Nos 9 meter AC
Electric bus from Original Equipment
Manufacturer/ Authorised Dealer by
Guwahati Smart City Limited

NIT no.:SPV/GSCL/DEV/Electric Bus/151/2020/657

dtd: 28th Dec. 2021



Guwahati Smart City Limited (GSCL)

Government of Assam

GSCL, Dispur

Guwahati, Assam – 781006

Important Dates

#	Particular	Details
1	Publication of Bid	28 th Dec. 2021
2	Last date and time for Bid Submission	19 th Jan. 2022 upto 3:00 P.M.
3	Date and time for opening of Technical Bids	20 th Jan. 2022 at 3:00 P.M.
4	Last Date of Submission of Hard Copy	20 th Jan. 2022 at 2:00 P.M.
5	Date and time for opening of Financial Bids	Will be intimated

1. Request for Proposal

The Managing Director, Guwahati Smart City Limited (GSCL) Guwahati, (hereinafter referred to as the Purchaser), invites the tender in a 2 bid system (Technical and Financial) for AC Electric buses meeting norms & requirements Of CMVR 1989 and ARAI as specified in the RFP. The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become the implementation partner of GSCL. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP document. Failure to furnish all information required as mentioned in the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the EMD.

2. Instruction to Bidders

General

- a) All information supplied by the Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by GSCL on the basis of this RFP.
- b) The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and/ or documents as required will render the bid technically unacceptable.
- c) 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.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such prior communication.
- e) 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.
- f) The Managing Director, GSCL reserves the right to accept or reject any or all the tenders without assigning any reason thereof and is not binded to accept the lowest rate.
- g) Any company/firm which has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government organization should not participate in the tender during the period of blacklisting. Bids of blacklisted bidders would be summarily rejected. Bidders also need to submit an undertaking for the same.
- h) The Managing Director, GSCL reserves the right to cancel the tender process at any stage without assigning any reason thereof.
- i) Proposals must remain valid for 180 days after the submission date.
- j) Bids shall be received by GSCL on the government e-Procurement portal, www.assamtenders.gov.in, before the time and date specified in the RFP. Original hard copy of Technical bids along with signed and sealed copy of the RFP shall also be submitted to: **Managing Directors, Guwahati Smart City Limited, Dispur, Guwahati 781006.**
- k) In the event of the specified date for the submission of Bids being declared a public holiday by the Government of Assam, the Bids will be received up to the appointed time on the next working day. GSCL may, at its discretion, extend this deadline for submission of offers by issuing a corrigendum and uploading the same on GSCL's website and e-Procurement portal.
- l) Bids received later than the due time and date mentioned in the RFP will not be considered for this procurement process.
- m) The Bidder should submit a Power of Attorney authorizing the signatory of the Proposal to commit the Bidder. The format prescribed for Power of Attorney is given at Annexure-III.

- n) Bidders must follow all terms and conditions and instructions of the RFP. If he fails to follow any of the conditions and instructions, his bid is liable for rejection.
- o) All correspondences shall have to be made in English only.
- p) GSCL is complying with Assam Public Procurement Policy. The bidder may go through the policy available on the link <https://finance.assam.gov.in/portlets/assam-public-procurement-rules-2020>

3. Compliant Bids / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - iii. Comply with all requirements as set out within this RFP.

4. Issue of Corrigendum

- a. At any time prior to the last date for receipt of bids, GSCL may, for any reason modify the RFP Document by a corrigendum.
- b. The Corrigendum or Re-tender (if any) will be posted only on www.assamtenders.gov.in.
- c. Any such corrigendum shall be deemed to be incorporated into this RFP.
- d. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, GSCL may, at its discretion, extend the last date for the receipt of Proposals.

5. Key Requirements of the Proposal

RFP Document Fees

- i. RFP can be downloaded from the website www.assamtenders.gov.in. Tender processing fee of INR 1,000/- (Rupees One Thousand) is to be submitted by the bidder online by means of Net banking/NEFT/RTGS. The tender document fee is non refundable. Earnest Money Deposit (EMD)
 - ii. 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.
 - a) EMD of all unsuccessful Bidders would be refunded by the Purchaser once the bidder is notified as unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Clause 65 Annexure II and declaration of result.
 - b) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
 - c) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
 - d) The EMD may be forfeited:

- If a bidder withdraws its Proposal during the period of Bid/Proposal validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
- If the Selected Bidder fails, within the specified time limit to furnish the Performance Bank Guarantee within the period prescribed therefore in the Contract Agreement.

6. Preparation and Submission of Proposal

Submission of Proposals

- 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 includes 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 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 mode at www.assamtenders.gov.in.**
- 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 submission as stated in the RFP to the following address:

**Managing Director, Guwahati Smart City Limited,
Dispur, Guwahati 781006
Phone: 0361-2739552**

- Bidders should submit their responses as per the formats given in this RFP. Bids needs to be uploaded on the website www.assamtenders.gov.in.
- Commercial proposal (Price Bid/Financial bids) shall be submitted only through online mode in the prescribed format i.e. BOQ as uploaded on www.assamtenders.gov.in.**
- The Bidder has the option of sending the technical bid either by registered post or speed post or by hand delivery, so as to reach Nodal Agency by the Bid Deadline. GSCL shall not be responsible for any delay in receipt of the bid. The scanned copy of receipt for submission of hard copy of Technical Proposal (if submitted through postal/courier service) must be uploaded along with the soft copy of the Proposal in www.assamtenders.gov.in. It should be noted that except online Commercial proposal (Price Bid), no other envelope/ document shall contain any information/document relating to Commercial proposal (Price Bid). Nodal Agency shall not be responsible for premature opening of the Price Bid in case of non-compliance of above.
- Original copy of the EMD and hard copy of Technical Proposal (except Financial Proposal) shall also be submitted to:
Managing Director, Guwahati Smart City Limited, Dispur, Guwahati 781006.
- All pages of the Bid, except for the Bid Security, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the Bid in original, duly signed by their authorized signatory.
- The cover of the envelope should clearly indicate the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is found to be received after the time and date of Bid submission prescribed herein.

- i. The cover of the envelope should clearly indicate the name and reference number of the RFP along with the bidder's complete details as stated above.
- j. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Bid.
- k. The Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the authorized signatory of the Bidder.
- l. The sequence as delineated in the RFP for submission of requisite documents must be followed and the hard copy of the documents to be submitted must be as per the sequence asked.
- m. Under no circumstances the financial bid is to be submitted in hard copy as it will render the bid from the OEM/dealer as invalid/disqualified. The financial bid must be uploaded online at the web portal www.assamtenders.gov.in.**

7. Zero Deviation

This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

8. Right to No Selection and right to Withdraw the RFP

- a. GSCL may terminate the RFP process at any time and without assigning any reason. GSCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by GSCL. The bidder's participation in this process may result in GSCL selecting the bidder to engage towards execution of the contract.
- c. GSCL reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance or rejection of bid by GSCL will be full and final.

9. Deadline for Submission of Proposals

Last date and time for submission (Both Online and Offline) is 19th Jan. 2022 till 3:00 PM. **For the offline submission, only the Technical Proposals in its complete form in all respects as specified in the RFP must be submitted. For the online submission, both Technical Proposal and Financial Proposal shall be uploaded on www.assamtenders.gov.in.** as per the above mentioned date and time. **Offline submission of Technical Proposal (except Commercial proposal)** should be sent to the following address: Managing Director, Guwahati Smart City Limited, Dispur, Guwahati 781006 Phone: 84533-99891

10. Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained in this matter.
- c. The scanned copy of receipt for submission of hard copy of Technical Proposal (if submitted through postal/courier service) must be uploaded along with the soft copy of the Proposal in www.assamtenders.gov.in.

- d. GSCL shall not be responsible for any postal delay or non-receipt/ non- delivery of the documents. No further correspondence on this subject will be entertained.
- e. GSCL reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

11.Evaluation

Evaluation Process

- a. GSCL will constitute a Proposal Evaluation Committee to evaluate the Technical and Financial of the bidders.
- b. The Proposal Evaluation Committee constituted by GSCL shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

12.Tender Opening

- a) The Technical bid/proposal of the bidders will be opened at 3.00 PM on 20th Jan 2022. The Commercial bid/proposal of the technically qualified bidders will be intimated later on by the officer (s) authorized by GSCL, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- b) The representatives of such bidders may remain present at the time of opening of the bids.
- c) The representatives of the bidders are advised to carry an identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal. The details of bonafide representatives must be sent to GSCL on a letter head of the company signed and stamped by authorized signatory.

13.Proposal Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Proposal.

14.Bid Evaluation

- a. Technical Bid scrutiny will be held as per the technical specifications given below and incomplete details as given below will be treated as nonresponsive, if Proposals :
 - Are not submitted as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period

- b. **Technical specifications of Electric bus desired by GSCL, based on which the technical bids of the bidders will be evaluated :-**

Technical Specification of the EV	Technical Specification of the EV desired by GSCL	Technical Specification of the EV provided by the OEM/Authoriseddealer (To be filled by the OEM/Authoriseddealer)
Overall length (mm)	8500 – 9800	
Width (mm)	2200 – 2600	
Height (mm)	The parameter of height of the EV is fixed as per CMVR i.e. Maximum 3800mm.	
Floor Height (mm)	900 (As per UBS-II)	
Type of Bus	AC	
Wheel area clearance	>220 mm for parts fixed to bus body &>170 mm for parts moving vertically with axle (as per UBS-II)	
Axle clearance (mm)	Minimum 175 mm	
Range (Distance covered in a single run at 80% SOC)	As per ASTC's operations 165 kms at 80% SOC. The kms performance as per requirement will be checked during the trial runs in loaded condition.	
Power Consumption per km	Max 1.2 kWh per km (POC to be established during the trial run)	
Minimum ground clearance (un-kneeled) at GVW	Within the wheelbase not less than 240 mm	
Seating Capacity	31+D	
Transmission/Gear drive	Automatic transmission	
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)	
Steering System	Power Assisted, adjustable and tiltable	
Traction motor type	As per OEM	
Traction Motor Operational Speed	Being a design parameter, ASTC has decided to grant OEM the liberty to mandate the Traction Motor Operational Speed.	
Traction Motor Minimum power	Being a design parameter, ASTC has decided to grant OEM the liberty to mandate the Traction Motor power.	
Battery Pack type	Lithium Ion or Lithium Phosphate	

	battery or Li-NMC or Superior	
Battery Pack Total Minimum Voltage	Being a design parameter, ASTChas decided to grant OEM the liberty to mandate the Battery Pack Total Voltage.	
Battery Pack Charging	GB/T	
Battery Pack Current Capacity (Range)	Being a design parameter, ASTChas decided to grant OEM the liberty to mandate the Battery Pack Current Capacity.	
Suspension type	Air Suspension at front and rear.	
Body Description	Meeting AIS 052 Specification/CMVR	
Minimum Door Aperture without flaps (mm)	750-800	
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	
Compatibility with the charger type	The Electric buses to be quoted for by the bidder must support 120 kW GB/T connector	
Emergency exit	As per AIS-052	
Emergency kit	Fire extinguisher, First-Aid kit, Jack with Liver and Tool Box.	
Seats	As per AIS-023/UBS-II	
Seat Layout	2X2	
Additional feature	CCTV Cameras with storage capacity for 1month footage: 2 Nos; Destination Board: 2 Nos; Panic Button on 2 doors (As per AIS140); Mic, Speaker and amplifier to be provided (PA System), GPS, WiFi/Data Transmitting capability (ITMIS enabled); Battery Pack should be at a suitable position and protected against water ingress preferably rated IP67 or above(due to occasional/ seasonal water-logging upto maximum height of 2.5 ft in some locations of the City), certification regarding same to be produced by bidder (Proof of Concept (POC) have to be established at the Trial Run.), in the account of any damages/incident caused on account of any act, default or negligence on the part of the bidder like design parameters/ manufacturing defects like battery position, etc. the bidder shall execute necessary repairs thereto at his own cost and pay adequate	

	compensation to the concerned.	
Paint	Color Scheme as per authority requirement	
Roof hatches	1 nos roof escape hatches/as per AIS153	
Warranty	5 years starting from day 01 of placement of vehicle for operation including spares, consumables,tyres and batteries.	
Comprehensive Maintenance Contract (CMC)/ Fleet Management Solution (FMS)	Comprehensive Maintenance Contract (CMC)/Fleet Management Solution (FMS) duration: 5 years starting from day 01 of end of warranty period including all spares/consumables as well as tyres and batteries. General tools and equipments including vehicle washing machine also to be provided by bidder as vehicle washing will be in the scope of the bidder. CMC to be quoted exclusive of electric charger and electric charging infrastructure.	

Technical Specifications 14(b) Continued...

- i. The bid evaluation committee may inspect their product and factory for this purpose.
- ii. The bidder shall himself obtain, at his own expense, all the latest specifications required for the design, manufacture, supply, commissioning, and maintenance and servicing of the buses in accordance with the contract terms.
- iii. The bidder shall comply with all latest applicable Central, State and local laws (including Acts, & Regulations). **Homologation of the offered model to be submitted with the bid.**
- iv. The bus shall meet all applicable Central Motor Vehicles Rules (CMVR) of India/ARAI norms/ Govt. Safety Norms & other norms applicable at the date of supply. In the event of any conflict between the requirements emanating from these specification and those as per any statutory/legal requirement, etc. in force, the superior/higher requirements/standard shall prevail.
- v. The bus shall be designed to carry commuters in the urban/sub-urban/municipal area.
- vi. The bus structure shall meet the requirements of structural strength, stability, deflection, vibration etc. amongst others for at least the following main loads as per UBS-II Bus body design type approval:

Single wheel bump loads

Double wheel bump (diagonally opposite) loads

Braking and acceleration loads

Roll over loads

Speed breaker induced loads

- vii. The bus body design shall be a proven design duly evaluated by the agencies authorized as per CMVR / Automotive Research Association of India, (ARAI), Pune using Finite Element Analysis for the above loads / performance requirements for values for the above loads / conditions / performance parameters as given in subsequent paragraphs.

- viii. The bus, loaded to Gross Vehicle Weight (GVW), with crush load (As per ARAI) and under static conditions, shall not exhibit deflection or deformation that impairs the operation of the steering mechanism, doors, windows, passenger escape mechanisms and service doors.
- ix. The material used in the construction of buses shall be as per Bureau of Indian Standards (BIS) / Automotive Industry Standards (AIS) / specifications and/or other international specifications meeting/surpassing the performance & other requirements as given in the Bus Code. In the absence of the above specifications, Association of State Road Transport Undertakings (ASRTU) specifications could be followed. Wherever Indian standards are not available, internationally acceptable standards may be referred. Specifications/standards followed shall conform to the Specification/Standards as amended /updated or the latest published by the concerned agencies.
- x. Any other provisions/fitments required for safe and efficient operation and/or for fulfilling statutory requirements must be provided in the offered bus.
- xi. Cooling system: To be provided as per the CMVR norms & ARAI/ CIRT.
- xii. Interiors: Should be easily washable with proper drainage and adequately sealed to prevent ingress of dust, gases, water
- xiii. Branding of the project: In addition to the above, any other directions from GSCL or an agency designated by GSCL for the exterior and interior appearance towards branding and identity of the project.
- xiv. Windows:

Windows shall have appropriate beading to minimize vibration. Window frame should be of aluminum with powder coating and sealing with EPDM. Visual light transmittance should be 50% Minimum (CMVR 11(2)). The size and shape of the glasses shall enable even the standees to have maximum outside view without kneeling. For AC buses, single fixed and pasted side glass must be provided.

- xv. 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.
- xvi. Tool kit:
The manufacturer shall provide a suitable tool kit and other mandatory items as per CMVR (4)/other applicable rules, comprising common tools and other essential items required. The complete list of tools in the tool kit to be supplied with every bus shall be supplied by the manufacturer. One Hydraulic Jack per bus of capacity of 6 Ton or higher as per design of the bus shall also be supplied.
- xvii. Warranty/Guarantee:

The fully built bus shall be covered under Warranty for a period of 5 years from the date of starting the bus operation after registration. All the assemblies, sub assemblies, fitments, components, high voltage battery pack, spares and consumables including tyres and batteries would be covered under warranty period to be borne by the OEM. Apart from this the warranty for the battery pack should be provided for minimum 5 years and the warranty for the motor should be provided for minimum 5 years.
- xviii. Intelligent Transport System (ITS):

Alphanumeric Single or Dual Display Technology coloured LED based electronic route display system of high intensity illumination with automatic brightness control along with audio-visual display system in English,Hindi& Assamese shall be installed at the front and side of bus.

- xix. 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 wifi system or atleast 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.
- xx. The buses must come with mandated accessories and fittings as specified as per CMVR.
- xxi. The bidders should confirm adequate availability of spare parts and after sales services for buses offered in the bid with the self-declaration.
- xxii. The bidder, if required by the purchaser, shall promptly furnish further information regarding his capacity / capability, and he would extend all cooperation to the representatives of the purchaser for assessing his capacity/ capability by actual visit to his works/ office.
- xxiii. The bidders who fulfill the technical specifications as delineated under clause 14b are required to conduct trial runs 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 evaluated.**
- xxiv. **The bidder shall have local dealership support at Guwahati, Assam capable of after sale service support, inspection (PDI), delivery etc. the fleet of ordered 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, if selected. Bidders must note that the “presence of local dealership and support in Assam” / “Undertaking for establishment of local dealer and service support center” (either of the two) from the bidders is a must and it would form an intrinsic part to be declared as technically qualified. In this matter it is to be noted that no further extension will be given after the 2 months time period has elapsed in case undertaking is submitted by the selected bidder for set up of local dealership support in Guwahati, Assam.**
- xxv. **The AC Electric buses offered by the bidders must be compatible with GB/T connector type DC chargers.**

c. Criteria for Selection of Bidder:-

1. Technical Proposal of the bidders shall be evaluated by the Proposal Evaluation Committee.
2. Commercial proposals of only the technically qualified bidders, i.e. bidders who qualify the technical criteria and have successfully completed trials of the offered Electric bus or its base model variant shall be evaluated for lowest commercial bid (L1) for AC electric bus.

3. The commercial bids shall comprise of :-

A. FOR AC ELECTRIC BUS

- i. The quoted price of the AC electric bus inclusive of taxes as applicable.
 - ii. The quoted rate of CMC for the AC electric bus for 5 (five) consecutive years starting from the day of end of warranty period inclusive of all taxes.
4. L1 bidder for AC electric bus may be awarded the work of supply under this tender.
 5. The bidders shall also quote the Comprehensive Maintenance Contract rates offered for 5 (five) consecutive years starting from the day of end of warranty period inclusive of taxes as applicable for AC electric bus. 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.
- d. Price Bid of CMC from 06th Year to 10th Year will be evaluated based on NPV of Bid with rate of Interest @10% (Compounded Annually). n=5 for the 6th Year CMC, n=6 for the 7th Year CMC and so on. The Calculation of CMC is as given below:-

Procedure For Price Bid Evaluation			
Sr. no	Item Description	Schedule Reference	Updated Factors
	The total price for Comprehensive Maintenance Contract (CMC) for 5 years shall be evaluated on NPV method for each bidder. The following factors shall be considered:		
i)	Discounting factor applicable ' r ' = 10%	r	10%
ii)	Evaluation will be made by NPV method considering 5.0 years period of CMC.		
iii)	n = no. of years for determining discounted cash flow for CMC period for NPV calculation		
iv)	Discounted cash flow factors for years 6,7,8, 9, 10, n are taken as d ₆ , d ₇ , d ₈ , d ₉ , d ₁₀	d ₆	0.62
		d ₇	0.56

Procedure For Price Bid Evaluation			
	where $d_n = \frac{1}{(1+(r/100))^{(n-1)}}$ whereas, n=5.0 for 6 th year n=6.0 for 7 th year n=7.0 for 8 th year n=8.0 for 9 th year n=9.0 for 10 th year n = (n-1) for n th year C ₁ – Quoted Price of CMC for the 6 th Year C ₂ – Quoted Price of CMC for the 7 th Year C ₃ – Quoted Price of CMC for the 8 th Year C ₄ – Quoted Price of CMC for the 9 th Year C ₅ – Quoted Price of CMC for the 10 th Year	d8	0.51
		d9	0.47
		d10	0.42
v)	Method of evaluation: i. 6 th year cash out flow for CMC Cost ii. 7 th year cash out flow for CMC Cost iii. 8 th year cash out flow for CMC Cost iv. 9 th year cash out flow for CMC Cost v. 10 th year cash out flow for CMC Cost	6 th Year (n ₆)	d 6 * C ₁
		7 th Year (n ₇)	d 7 * C ₂
		8 th Year (n ₈)	d 8 * C ₃
		9 th Year (n ₉)	d 9 * C ₄
		10 th Year (n ₁₀)	d 10 * C ₅
	Summation of Sl. No. i - v discounted outflow (NPV) = N		
vi)	Total evaluated price = The net present value of the CMC Cost with discounted rate of 10% per year (N)	Total Cost (NPV of CMC for 06th Year to 10th Year)	N
NPV (Net Present Value) of CMC Cost			
Total Evaluated Bid Price= Capex with 5 Year Warranty Quoted by Bidder (As per BoQ Item No.1) + N (As per above formula)			L1

15. Performance Security/ Performance Bank Guarantee (PBG)

- a. 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.
- b. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - a demand draft, or a bank guarantee from any of the scheduled nationalized banks in the format prescribed at Annexure II.
 - be confirmed for payment by the branch of the bank giving the bank guarantee at Guwahati.
- c. 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.
- d. The Performance Security shall be valid for 1 (One) year from the date of commissioning of the Project.

16. Eligibility Criteria

Bidders shall comply with the below mentioned eligibility criteria.

SI No.	Eligibility Condition	Proof Document Required
1.	a) Bidder should be a single entity (Noconsortiumbids arepermitted). 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. c) Bidder should be compulsorily registered with the Service Tax Authorities inIndia.	Bidder shall provide copies of the following: a. Certificate ofIncorporation b. CGST/SGSTRRegistrationDetails c. GSTcertificate
2.	OEM/ local authorized dealer of an OEM having set up in Assam may bid against the tender and all warranties/CMC are to be extended by the OEM. In case of dealer participation, dealer shall have to submit the authorization letter issued by the OEM in their favor for participating in the tender along with their bid. Bidder must submit their experience details related to supply of EV vehicles in India.	a. Authorization letter in case of dealer from the OEM. b. Copy of Work Order/ PO/ LOA. c. Delivery Challan of the Work Order/ PO/ LOA

	<p>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.</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 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>	
3.	<p>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.</p> <p>Last 3 financial years are FY 2018-19, 2019-20 and 2020-21.</p>	<p>Audited financial statements for each of the last three years/CA certificate on its Letter Head (CA membership number should be clearly mentioned and visible in the certificate).</p>
4	<p>Bidder should have a positive net worth in each of the last 3 financial years.</p> <p>Last 3 financial years are FY 2018-19, 2019-20 and 2020-21.</p>	<p>Audited financial statements for each of the last three years/CA certificate on its Letter Head (CA membership number should be clearly mentioned and visible in the certificate). Certificate from the Statutory Auditor/ CA certificate.</p>
5	<p>Bidder should not be currently blacklisted or banned by any Govt./Govt.Department/Govt. Agency/ PSU in India for corrupt or fraudulent practices or non- delivery or non-performance in last 5 years.</p>	<p>An undertaking duly attested by the notary should be provided.</p>

17.Successful Bidder Selection

i. Award of Contract

a. **Based on the Commercial bid as delineated in Clause 14c point no. (3)**

1.Price of the AC Electric bus + CMC rates for 5 (five) consecutive years starting from the day of end of warranty period.

quoted by the technically qualified bidders, GSCL shall arrange the bids in the ascending order i.e. L1, L2, L3, ___ and so on (L1 being the lowest quote) for the **AC Electric bus.**

- b. The Bidder who has submitted the lowest Price bid (Price of bus + CMC) shall be selected as the L1 and shall be called for further process leading to the award of the assignment.
- c. In case L1 Bidder refuses, then the next lowest Bidder, L2 will be called and so forth.
- d. **The CMC shall begin from the day of end of warranty period. The decision of ASTC on CMC shall be final.**

ii. Notification of Award

- a. 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. 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.
- b. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee in the prescribed format, GSCL will notify each unsuccessful bidder and return their EMD.
- c. The issuance of LoA should be considered as a legally binding document until the Contract is executed by both the parties.

18. General Conditions of Contract (GCC)

The scope of work as intended in the RFP includes:

- a. **Supply of 125 (OneHundredtwenty five) numbers of fully built 9-meter AC Electricbusesmeetingnorms & requirements Of CMVR 1989 and ARAI.**
- b. **The selected bidder for AC Electric busshall 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 is delineated under clause 23.**

19. Variations / deviations

- a. The bidder shall indicate the deviation, if any, from the 'Instruction to bidders, 'General Conditions of Contract' and 'Schedule of requirements' of the bid documents.
- b. The bidder shall indicate the deviations if any from the "Technical specification" of the bid document in the prescribed proforma (Annexure-VIII).
- c. Bids found inconsistent with the terms and conditions and/or specifications of the bid documents are liable for rejection. The decision of the purchaser in this regard, shall be final and binding.

20. Documents establishing bidder's Technical eligibility

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 pack 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.**

21. Financial Qualification

In case of single bidder manufacturer:

- i. The Bidder shall have an average turnover for the last three financial years of at least Rs. 50 crores, irrespective of the turnover in each year.
- ii. Bidder should have a positive net worth in each of the last 3 financial years.
- iii. A bidder should submit last three financial year balance sheet and IT return shall be reckoned as F.Y. 2018-19, 2019-20 and 2020-21.

All the required / mandatory documents to be submitted along with the bid.

22. Delivery Period

Bidder shall adhere with the delivery schedule as given below:

- i. **The 125 (OneHundredtwenty five) numbers fully built 9 Meter AC Electric busesshall have to delivered by the selected bidder within 180 days after the issue of “Letter of Award”.**

Payment Terms: Payment for the 125 (One Hundredtwenty five) numbers fully built 9 Meter AC Electricbusesto the selected bidderwill be made after the delivery of all the vehicles as per the above timeline.

23. Terms and Conditions for Comprehensive Maintenance Contract

1. Comprehensive Maintenance Contract (CMC)

- i. Periodic/Schedule Services, running repairs, major & minor repairs, and preventive maintenance shall be carried out at respective depot by the bidder.
- ii. The following components of the EV shall come under the ambit of CMC: High Voltage Battery Pack, Traction Motor, Traction Inverter, Air Compressor, Battery Cooling Unit, Battery Management System, ECU, Motor Controlleretc and other major units of EV.
- iii. All supplies of spares for the purpose of CMC shall be arranged by the OEM on its own. All spares, consumables, lubricants,tyres, batteries etc. shall be arranged/ used/ supplied as recommended by the OEM.

- iv. OEM shall make its own arrangement for the necessary maintenance manpower, Plant & Machinery, Tools, Jigs & Fixtures, etc. for the purpose of carrying out smooth CMC operations.
- v. The Authority shall grant to OEM access, right of way to the Depot Site for carrying out operation & maintenance works for agreement period.
- vi. The invoice for CMC shall be inclusive of all applicable taxes. All changes in taxes shall be accordingly revised in the invoice as per actuals. GST & all applicable taxes as on date, or as may be applicable in future from time to time, shall be borne by Authority and paid to OEM on actuals. The taxes shall be shown by the OEM separately in the invoice.
- vii. Any financial or additional impact due to any statutory variation in form of taxes, Act, Govt Policies, Rules & Regulations shall be paid extra on actual basis on submission of documentary evidence.
- viii. Authority shall ensure adequate supply of electricity & water at its depot for the OEM to enable it carry out the CMC operations smoothly. The cost of water & electricity consumed in operation shall be borne by Authority.
- ix. Electricity for Bus Charging to be provided by Authority. The cost towards electricity towards bus charging shall be borne by Authority.
- x. 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.
- xi. The scope of security and safety of bus and depot is considered in the scope of Authority. Authority shall be responsible for the security of depot, bus charging unit and for bus, both inside and outside the depot. In case of any theft, dacoity or any other crime taking place inside the depot & in bus, Authority shall be responsible to lodge the appropriate FIR with the concerned Police Station and for completing further required procedure.
- xii. Costs arising out of accidents for labour, material, towing if any shall be borne by the Authority.
- xiii. In case the cost of maintenance is increased due to any advertisement/ publicity, OEM shall be adequately compensated by Authority. The Authority will take due care of the advertisement/ publicity materials on its own and will not hold the OEM responsible. Also, the responsibility of mounting & dismounting of advertisement shall be remain with Authority or agency appointed by Authority and in case any damages occur to the contracted buses while mounting & dismounting the same shall be borne by Authority or any third party appointed by Authority.
- xiv. 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.
- xv. OEM may execute Contract through its authorized network/service provider/channel partner subject to the conditions that the OEM shall be solely and fully responsible for the CMC of the buses during the Contract period. Authority shall hold the OEM responsible and not the sub contracted party by the OEM.
- xvi. All the unserviceable/ defective parts/ items/used Lubricants etc., removed by the OEM from the buses shall be the property of Authority.
- xvii. Adequate insurance for the depot, buses and bus chargers shall be obtained by Authority (as Authority being owner) on its own covering all the natural disasters including fire, burglary, theft, etc. the selected party shall not claim anything out of the insurance claim, if any, raised by Authority with the Insurance Company.
- xviii. The Authority shall ensure that the depot infrastructure including electrical infrastructure is maintained in proper condition during the entire period of agreement. Periodic

maintenance/renovation of the civil and electrical works shall be carried out by Authority and as requested by the OEM and mutually agreed by both parties.

- xix. Civil & Electrical infrastructure requirement for each depot shall be on the following basis:
- a. 02 Bays: These shall be provided by Authority in two major depots.
 - b. 02 Pits: These shall be provided by Authority in two major depots.
 - c. 1 (one) office room (without furniture), 1 (one) store room (without furniture), & 1 (one) room to be utilized as Mechanic's rest room shall be provided by Authority.
 - d. Hard standing concrete floor throughout depot yard: This will be provided as per as is basis.
 - e. High Mast tower lights providing adequate lighting: As per as is basis.
 - f. Four mts. high boundary wall all along the depot periphery: As per as is basis.
 - g. Scrap Room, Service Provider Room: As per as is basis.
 - h. Lube Room, Toilets (Workers), Toilet (Staff) including separate Ladies toilet: As per as is basis.
 - i. Tool Room, Training Room, Mini Conference Room: As per as is basis.
 - j. Warranty Parts Room, Accidental Part Room: As per as is basis.
 - k. Air Compressor Platform with shed: As per as is basis.
 - l. Ancillary Room (Hydraulic Press, riveting machine etc.): Space shall be provided by Authority & any machinery requirement shall be procured by bidder.
 - m. CCTV cameras as required: To be provided by Authority.

2. Limitations to Liability of Authority for CMC

- i. The Authority shall not be liable to make any payment other than the payment described in this section.

3. Limitations to Liability of the selected bidder for CMC

- i. As the Electric vehicles will be operated by ASTC, the financial liabilities that would befall upon ASTC on account of non functioning of the EVs' on road due to the selected party's accountability then under such circumstances the selected party shall bear the financial liabilities. The intricate details will be finalized during agreement/contract signing with the selected party.

4. Terms of Agreement

- i. The terms of agreement shall be for a period of 5 years from the day of end of warranty period.

5. Force Majeure

- i. 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, 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.

24. Insurance

For the buses manufactured in India using imported aggregates, in the case of DDP destination contract, marine insurance covering transit risk upto ultimate destination in India (ultimate consignee) will be arranged and paid for by the contractor.

For the buses manufactured in India, the purchaser shall not arrange for any transit insurance etc. separately and the contractor will be responsible till the ordered quantity of all the buses arrives in safe and sound condition at destination complying with all statutory requirements. The insurance documents in original be submitted along-with the other bus delivery

documents. The insurance charges should be clearly indicated separately in the break-up of prices.

The consignee will advise the contractor within 15 days of the arrival of buses at the destination, any loss/ damage etc. of the buses and it shall be the responsibility of the contractor to lodge the necessary claim on the carrier and/ or insurer and pursue the same. The contractor shall, however, at his own cost replace/ rectify the buses lost/ damaged to the entire satisfaction of the consignee, within 20 days from the date of despatch of intimation from the consignee, without waiting for the settlement of the claim.

The successful bidder/contractor shall be entirely responsible for suitable packing wherever required keeping in view the arduous conditions during transportation, handling and storage in tropical conditions (including monsoon) so as to eliminate damage/ deterioration of buses during transit/ trans-shipment/ handling or storage.

INSURANCE AFTER DELIVERY. On acceptance of buses by the purchaser, third party or comprehensive insurance will be arranged by the purchaser at its own cost. However, the contractor will be required to arrange insurance of buses till the same are delivered to and accepted by the purchaser.

25. Bid validity

The bid shall remain valid and open for acceptance for a period of 180 days from the specified date of bid opening.

In exceptional circumstances prior to expiry of the 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 in the bid validity period will be required to extend the validity of his bid guarantee suitably. Moreover, the bidder agreeing to the request will not be permitted to modify his bid.

26. Deadline for submission of bids

Bids complete in all respects must be received by the purchaser at the address given in the Notice Inviting Tender, not later than the time & date indicated therein. The purchaser may, at his discretion, extend this deadline for the submission of bids by amending the Bid Documents and in that case all rights and obligations of the purchaser and the bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

Bids may be submitted in person to the purchaser or sent through post or courier service. purchaser shall not be responsible for and shall not take any cognizance of delay/loss in transit. The bids should reach the purchaser before the deadline time and date stipulated in the NIT.

Bids sent through other means of transmission which are not delivered in a sealed envelope may be rejected.

27. Late / delayed bids

Any bid received by the purchaser after the prescribed deadline will not be opened and shall be deemed disqualified and thus rejected. The scanned copy of receipt for submission of hard copy of Technical Proposal (if submitted through postal/courier service) must be uploaded along with the soft copy of the Proposal in www.assamtenders.gov.in.

28. Modification and withdrawal of bids

The bidder may modify or withdraw his bid after submission but before the date and time fixed for submission of the bids, provided that the modification or withdrawal, in writing, is RECEIVED by the purchaser prior to the deadline prescribed for submission of bids so as to open along with the original bids.

The bidder's written modification or withdrawal duly sealed & marked should be delivered in accordance with the provisions of the bid document. The envelope should be super scribed "Amendment/ Withdrawal of Bid", giving the Bid No., Name of work, deadline time & date of opening.

29. Bid opening and evaluation

Bid opening: The Technical and Commercial bids of all the bidders will be opened by the purchaser at time, date and place indicated in the bid documents, in the presence of bidders or their representatives who wish to attend the bid opening. The bidders' representatives, who are present, shall sign a register in evidence of their attendance. In the event of the specified date of bid opening being declared holiday for the purchaser, the bids shall be opened at the appointed time and location on the next working day.

The bidder's name, bid amendment/ withdrawals, if any, the presence or absence of the requisite Earnest Money and such other details as the purchaser or his authorised representative, at his discretion, may consider appropriate will be announced at the time of bid opening.

Bids without adequate / appropriate / proper EMD shall be summarily rejected. No further action on such bids shall be taken.

30. Process to be confidential

After the public opening of bids, information relating to the examination, clarifications, evaluation and comparison of bids and recommendations concerning the award of contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process. Disclosure to any such persons shall be made in confidence and shall extend only so far as it may be deemed necessary for the purposes of such performance.

31. Evaluation and comparison of bids

The purchaser will evaluate and compare only those bids determined to be responsive to the requirements of the Bid Documents.

The bidders are required to provide all technical details, as these are required for evaluation purpose & also for quality assurance during fabrication. Bids received without full & complete specifications and drawings are liable to be rejected. The purchaser will examine the bid to determine whether they are complete, whether the requisite Bid guarantee has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

The purchaser shall go through and evaluate the bids and advise accordingly only those bidders whose bids shall be found responsive to the requirements of the bid documents.

The purchaser shall evaluate and compare the price bids of only those bidders who have offered the prices complete in all respect as per the bid documents. The purchaser will arrive at the all-inclusive total price of a bid, after adding following factors:

- Total all inclusive price of all the buses till delivery at Guwahati.
- Bid deviations and other factors, which are in excess of the requirements of the Bid Documents or otherwise result in the accrual of unsolicited benefits to the purchaser, shall not be taken into account in bid evaluation.

32. Award of contract

Subject to above, the purchaser will consider the bidder whose bid has been determined to be responsive, complete and in accordance with the Bid Documents and whose offer on evaluation has been determined to be the acceptable offer for award of contract.

33. Purchaser right to accept any bid and to reject any or all bids

The purchaser reserves the right to accept or reject any bid, and to annul the bid process and reject all bids without assigning any reason.

34. Notification of award

Prior to the expiry of the period of bid validity, the purchaser will notify the successful bidder that his bid has been accepted. This letter (hereinafter and in the General Conditions of Contract called 'Letter of Acceptance') shall name the sum which the purchaser will pay to the supplier in consideration of execution, completion, testing, commissioning, of the buses by the Supplier. The Letter of Acceptance (LOA) shall constitute the formation of the Contract.

35. Signing and acceptance of letter of acceptance

Upon receipt of the 'Letter of Acceptance', the successful bidder shall return two copies of the Letter of Acceptance duly signed and stamped by his authorised signatory immediately after the date of despatch of letter of Acceptance. However, the contract shall be deemed to be concluded on the date of despatch of the 'Letter of Acceptance' by the purchaser.

Upon return of 'Letter of Acceptance' from the successful bidder, contract in accordance with the form of agreement prescribed with the bid documents, would be signed by both the parties. 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'. 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.

At the time of signing the contract, the successful bidder shall be required to give an undertaking.

36. Performance security

Within 15 days of dispatch of the 'Letter of Acceptance' from the purchaser, the successful bidder shall furnish to the purchaser a performance security for an amount equivalent to 5 % of the contract value.

37. Corrupt practices

Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, following definitions are relevant:-

- i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

If it is found that bidder (s) had engaged in corrupt/fraudulent practice in securing and executing the contract, the purchaser reserves the right:

- (a) not to award contract to such bidder,
- (b) to cancel the contract, if already awarded. In case of cancellation, the purchaser shall be entitled to recover from the bidder/contractor the amount of any loss arising from such cancellation in accordance with the provisions of the bidding documents. The purchaser shall also have the right to forfeit the performance bank guarantee of such bidder, and
- (c) to ban the business dealing with the bidder who engaged in such practices either indefinitely or for a specified period of time.

38. 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.

Prototype inspection: - Prototype inspection of the EV's will be carried at the selected bidder's or its OEM's facility within 4 months after issue of LOA by a special technical team as designated by GSCL.

"Final Inspection" of buses means inspection of the buses to be carried out at any place in Guwahati as desired by the Purchaser.

On receipt of the buses at the place of delivery, these shall be jointly inspected by the Contractor and the consignee for completeness and satisfactory condition of all equipment's/components. Damages, defects and deficiencies, if any, shall be noted and the Contractor shall initiate immediate action for making good the same under advice to the

Purchaser. Any delay in testing and commissioning of these buses due to this will be to the Contractor's account and will be dealt with by the Purchaser.

39. Liquidated Damages (LD) for Delay in Project Implementation

a. GSCL will issue the Letter of Award (LoA) for the Project indicating the Scheduled Commercial Operation Date (SCOD). The Bidder shall complete the delivery of the buses as stated in clause 22, from the date of issue of LoA.

If the bidder fails to commission the sanctioned project within specified time, Liquidated Damages (LD) on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months, the project will get cancelled and the total performance security amount shall be forfeited without any capping.

Ex: If project is delayed by 30 days then the Liquidated Damages (LD) will be levied as given below.

Liquidated Damages (LD) = [(Performance Security/180 days) x delayed days]

d. GSCL will consider complete and full delivery of the number of buses as sought in the RFP. Any part delivery of buses shall not be considered and no part payment will be made.

e. In case of natural calamity or any reason beyond the control of the successful bidder, the work is not completed within the given timeframe; Nodal Agency may consider grant of extension after the reason/s submitted by the successful bidder is/are found to be satisfactory.

40. Termination for default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part:

a) if the contractor fails to deliver any or all of the buses or fails to commission the same within the delivery schedule (s) specified in the contract

b) if the contractor fails to perform any other obligation(s) under the contract and terms and conditions as per RFP.

In the event the Purchaser terminates the contract in part, the contractor (whose Contract is terminated) shall be liable to the Purchaser for their commissioning and maintenance for Warranty. The contractor shall continue performance of the contract to the extent not terminated. Thereafter, the Purchaser shall approach L2 bidder to fulfill the remaining contract or full contract (in case whole contract is terminated) at L1 price only with the same terms and conditions as per this RFP.

41. Delays in the contractor's performance

Delivery to be effected without time overrun. The time allowed for and the date specified in the contract or as extended, for the delivery & commissioning of the buses shall be the essence of the contract and delivery must be completed not later than the date (s) so specified or extended.

Progress of deliveries: The contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

In case of any delay by the contractor in the performance of his obligations for delivery and commissioning of buses, the purchaser at his discretion may take the following actions:

- (a) Terminate the contract for unsupplied quantity; and/or
- (b) Forfeit the Performance Guarantee; and/or
- (c) Effect purchases at the bidder's risk and cost for the unsupplied quantity; and/or
- (d) Extend the delivery period for the unsupplied/ non-commissioned quantity with imposition of pre estimated liquidated damages and duties and taxes as applicable.

If at any time during performance of the Contract, the contractor should encounter conditions beyond his control impeding timely delivery of the buses, the contractor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice, the Purchaser may evaluate the situation and may, at his discretion, extend the contractor's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

The contractor shall notify the Purchaser, in writing, of all sub-contracts, awarded under the contract, if not already mentioned in the bid. Such notification in the original bid or later shall not release the contractor from any liabilities or obligations under the contract.

In case of any Force Majeure event, Authority will not impose any penalty. More details on this point is provided on Clause 41. If any delay is attributable to Authority due to any delay for issuance of clearance/approvals by Authority, the successful bidder shall maintained evidence of communication via emails/letters(including official receiving evidence) and its follow up letter(including official receiving evidence) thereof. Based on this evidences, Authority shall decide whether to impose any penalty or not.

42. Force majeure

For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.

If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, fires, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative.

The party which is unable to perform its obligations under the present contract shall, within seven (7) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. There shall be no change in bus price if any change in the tax or any duties.

Any waiver/extension of time in respect of the delivery of any installment or commissioning of buses shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries or commissioning of buses or completing balance portion of work for setting indigenous production facilities for the buses.

If such inability on account of force majeure to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.

Notwithstanding the provision of clauses 39, 40 and 41, the Contractor shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

43. Indemnity

The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the buses for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered design or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor, shall at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

44. Safety measures

The Contractor should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the premises/depots of the purchaser.

The Contractor should abide by and conform to all the rules and regulations of Purchaser in force from time to time and ensure that the same are followed by his representatives, agents, sub-Contractor or workmen working in the premises/depots of Purchaser.

The Contractor should ensure that while working in the premises/depots of Purchaser, unauthorised, careless or inadvertent operation of installed equipment which may result in accident to staff and/or damage to equipment, does not occur.

The Contractor should indemnify and keep the Purchaser indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the premises/depots of Purchaser and any loss or damage to property of Purchaser sustained due to the acts or omissions of the Contractor irrespective of whether such liability arises under the Workman's Compensation Act or the Fatal Accidents Act or any other statute in force from time to time

45. Insolvency and breach of contract

The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Bidder/Contractor in any of the following events, that is to say :-

- a) if the Bidder/Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b) if the Bidder/Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- c) if the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the

Contractor shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Bidder/Contractor shall, under no circumstances, be entitled to any gain on repurchase.

46. Laws governing the contract

This contract shall be governed and interpreted in accordance with the laws of India irrespective of the place of delivery and the place of payment under the contract, been made at Guwahati i.e. the place in India from the contract shall be deemed to have where the 'Letter of Acceptance' of bid has been issued and where the contract is to be performed by supplying, commissioning and maintaining the buses.

Jurisdiction of Courts: The Courts of The GHY, Guwahati place from where the 'Letter of Acceptance' of bid has been issued (GHY) and where the contract is to be performed by supplying, commissioning and maintaining the buses, alone shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970.19.4.1 For the supply of buses manufactured:

- a) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.
- b) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the contract and continue to have a valid License until the completion of the contract. Any failure to fulfil this requirement resulting in non-execution of the contract shall attract the penal provisions of the contract.
- c) The Contractor shall pay to labour employed by him directly or through sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor, shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his sub-contractors in connection with the said contract, as if the labour had been immediately employed by him.
- d) In respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- e) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules, the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under sub-section (2) of section 20, and sub-section (4) of section 21, of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the amount of the Performance Guarantee Bond and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest

any claim made against him under sub-section 2 of section 20 and sub-section 4 of section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

47. Settlement of dispute and arbitration

In the event of any question, dispute or differences arising under these Conditions or in connection with this contract except as to any matter the decision of which is specially provided for by these Conditions, the same shall be referred to the Sole Arbitrator. The party wanting to initiate arbitral proceedings shall intimate in writing to the other party of its intention in this respect.

On receiving such intimation, the other party shall send a list of three persons proposing the names one of whom shall function as sole arbitrator. This shall be done within 30 days from the date such intimation received from the first party. The first party shall then select one person out of the list of three persons to function as arbitrator. This shall be done by the first party within 15 days from the date he receives the list from the other party. In case of failure of the second party to furnish a list of 3 persons within the specified period of 30 days, the first party shall get the sole arbitrator appointed through high court in Assam.

In the event of the Arbitrator dying, neglecting or refusing to act, or resigning or being unable to act for any reason it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing arbitrator in the manner aforesaid.

The Arbitrator may from time to time, with the consent of all the parties to the contract enlarge the time for making the award upon every and any such reference. The cost of arbitration shall be shared equally by both the parties unless otherwise decided by the sole arbitrator through the award.

The venue of arbitration shall be Guwahati, India from where the Letter of Acceptance/Contract is issued and where the contract is to be performed by supplying, commissioning and maintaining the buses.

In this clause the authority to appoint the Arbitrator includes, if there be no such authority, the officer who is, for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete provided always that the obligations of the Purchaser, and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the work. The Contractor shall not be entitled to suspend the work. The Purchaser will take further action as per the provision of the contract.

The award of the sole Arbitrator shall be binding on the parties.

The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996, as amended from time to time, including provisions in force at the time of the reference is made.

48. Secrecy

Any information obtained in the course of the execution of the contract by the Contractor, his servants or agents or any person so employed, as to any matter whatsoever,

which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.

Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorize the purchase of the buses at the risk and cost of the Contractor as applicable.

49. Contractor's responsibility

The Contractor shall be entirely responsible for the execution of the contract strictly in accordance with the terms of the Technical Specification and the General Conditions of Contract, Instruction to the bidders and other conditions of contract.

Any approval that may be given by the Purchaser shall only be deemed to be the approval in principle. Notwithstanding such approval the Contractor shall be fully and totally responsible for the satisfactory performance and compliance with the contract specifications and conditions.

The Contractor shall be responsible for taking all the necessary approvals and permissions from the Government of India and from the Government of Assam as the case may be and shall be responsible and liable for payment of all statutory and non-statutory dues during the performance of its obligations under the contract.

50. Warranty

The Contractor will be responsible for any defect or failure of Buses or equipment's provided in these buses due to defective design, material or workmanship, for a period of 5 years after the bus registration or operation of buses from Transport Department, Guwahati, Assam. Apart from this the warranty for the battery should be provided warranty for minimum 5 years and the motor should be provided warranty for minimum 5 years. The warranty acceptance is to be provided separately.

51. Approval of design

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 ARAI, Pune or any other agency authorized as per CMVR.

The design shall be developed in S.I. Units (System International)

Approval of the design means the approval of the general design features. Notwithstanding the approval, the Contractor will be wholly and completely responsible for the satisfactory manufacture/supply & performance of these buses offered. The Contractor when submitting design proposals for approval to the Purchaser shall draw specific attention to the deviation or departure from the specification/drawing included in the Contract.

52. Inspection of buses at destination station

On receipt of the buses at the place of delivery, these shall be jointly inspected by the Contractor and the consignee for completeness and satisfactory condition of all equipment's/components. Damages, defects and deficiencies, if any, shall be noted and the

Contractor shall initiate immediate action for making good the same under advice to the Purchaser. Any delay in testing and commissioning of these buses due to this will be to the Contractor's account and will be dealt with by the Purchaser as per Conditions of the Contract.

53. Removal of rejected buses

On rejection of any bus, subjected to inspection or assessment of performance during testing and commissioning at a place other than the premises of the Contractor, such buses shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 10 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the Contractor, provided that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected buses till the price paid for such buses is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the buses or waiver of rejection thereof.

All rejected buses shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such buses are not removed by the Contractor within the period aforementioned, the Inspecting Officer/ Purchaser may remove the rejected buses and either return the same to the Contractor at the risk and cost of the Contractor by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose off such buses at the Contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals and any price refundable by the Contractor as a consequence of such rejection.

54. Payment 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 after the delivery of all the buses.

55. Modifications of drawings

The Contractor, after inspection, testing and commissioning of the buses shall correct, where necessary, his drawings and schedule of materials to conform in every respect with the final approved design and shall submit to the Purchaser three copies of the corrected drawings and schedule of materials showing against each item the material and quantity used per bus and the revised weight.

56. Service manuals and spare parts catalogues

Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc. shall be specially prepared for Buses and at least one set plus a soft copy of each for every 5 buses or part thereof of the same shall be supplied without any extra charge, along with the first supply. The draft contents of the manuals shall be submitted for approval of the Purchaser. Detailed spare parts catalogue listing all components manufactured or purchased (one copy for

every 5 buses or part thereof) shall be supplied without any extra charge. All manuals shall be sent to the Purchaser in advance of dispatch of the buses from the manufacturer's works.

57. Duties and taxes

The bidders are required to indicate the break-up of duties and taxes payable by them in their price schedule. For the supplies made as per the original delivery schedule, the statutory levies as applicable on the date of supply shall be reimbursed to the contractor at actual.

58. Provisional receipt certificate

The purchaser shall issue provisional receipt certificate within seven working days (excluding the holidays) of receipt of bus (es) in good conditions at place mentioned by purchaser in Guwahati.

59. Final acceptance certificate

The final Acceptance Certificate shall be issued by the Purchaser within 15 days inspection and satisfactory commissioning of the buses at place mentioned by purchaser in Guwahati.

60. Amendments

The Purchaser, without prejudice, can make amendments, and/or modifications in the Contract in writing upto date of issue of letter of acceptance of the offer.

61. Technical Bid Details

a) Bidders shall mandatorily fill all the details below and upload the necessary documents as part of the online and offline bid submission of their Proposal at www.assamtenders.gov.in based on which the technical bids shall be evaluated by the Proposal Evaluation Committee.

b) Bidders should submit a hard copy of their Technical Proposals with RFP Title, NIT No. and Date along with all the related documents stated below and mail/post them to the following address

**Managing Director, Guwahati Smart City Limited, Dispur, Guwahati 781006 Phone: 0361-
.....**

Sl. No.	Category	Description	Document furnished(Yes/No)
1	Full Name & Address of the Bidder		

2	Full Name & Local Address in Assam (if any) or Undertaking from the bidder that local dealership and support center will be established in Assam within 2 months after the issue of LOA, if selected (To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)		
3	Technical Proforma to be filled by the bidder as given in Clause 14 (b).		
4	Percentage of Localization of the EV (Refer clause no 20)		
5	Warranty of the EV provided by the OEM		
6	Warranty of the Battery provided by OEM		
7	Warranty of the Motor provided by OEM		
8	Mobile/ Telephone No.		
9	FAX No.		
10	Email ID		
11	Documents in support of address Proof		
12	Tender processing fee submission proof		
13	Bank Guarantee for Earnest Money Deposit		
14	GST No. with GST registration certificate		
15	PAN No.		
16	Latest GST return filed		
17	Manufacturer (OEM) certificate		
18	Income tax return certificate for financial year 2016-17, 2017-18 and 2018-19		
19	Audited financial statements or CA certificate on the CA firm's letter head signed by the CA along with his/her registration number. The CA certificate should also be countersigned by the authorized applicant.		
20	After sales service provided (Yes/No)		
21	CMC offered (Yes/No)		
22	Type approval(ARAI certificate) certificate from ARAI with necessary drawings		

62.Price Bid (Financial Proposal) (To be submitted online only)

Bidders are required to submit the Price Bid (Financial proposal) online only at Assam tenders portal <https://assamtenders.gov.in/nicgep/app> as per the BOQ template provided in the E-Procurement Portal. **The price bids must be quoted for AC Electric bus as given below:**

A. FOR AC ELECTRIC BUS

- i. The quoted price of the AC electric bus inclusive of taxes as applicable.**
- ii. The quoted rate of CMC for the AC electric bus for 5 (five) consecutive years starting from the day of end of warranty period inclusive of all taxes.**

Bidders must not in any case send the hard copy of the Financial Proposal along with their Bid documents and if done so, their bids will be summarily rejected.

The CMC shall begin from the day of end of the warranty period i.e. from 6th year onwards. 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.

The total project cost should be inclusive of all duties, taxes as well as shipping and freight charges (F.O.R.). The rate should be quoted as Freight on Road (F.O.R) Destination as specified in the RFP. It will be the responsibility of selected bidder to deliver the vehicles at the site as per GSCL requirement at no extra cost beyond the financial quote enclosed in the commercial bid. Payment shall be released only after successful delivery of the buses.

The buses shall have to be delivered at Central Workshop, ASTC, Rupnagar, Guwahati

63.Enclosures to the RFP

#	Enclosures to the RFP
1.	Tender processing fee (Payment proof)
2.	Bank Guarantee for Earnest Money Deposit (EMD) (Annexure-I)
3.	Power of Attorney on requisite value of stamp paper (Annexure-III)
4.	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)
5.	RFP Document sealed and signed alongwith the corrigendum and addendum (If any)
6.	Undertaking for Corrupt & Fraudulent Practice (Annexure-IV)
7.	Declaration (Annexure- V)
8.	Experience Certificates
9.	General Information of the bidder
10.	Address proof document
11.	GST certificate along with latest GST return filed
12.	PAN card
13.	Income tax return certificate for financial year FY 2016-17, 2017-18 and 2018-19.
14.	Original Equipment Manufacturer (OEM) certificate

15.	In case the bidder is an authorized dealer of the OEM, an authorization letter issued by the OEM in their favor for participating in the tender.
16.	Documentary evidence of Constitution of the Company/Firm. All documents proving eligibility.
17	CA certificate
18	Name and Address of local dealership and support center in Assam/Undertaking from the bidder that local dealership and support center will be established in Assam within 2 months after the issue of LOA, if selected (To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)
19	Test certificates from competent authority
20	Technical data sheet of 9 Meter AC buses
21	Disposal Norms for the used high voltage battery packs of the electric buses (Scope of OEM)
22	Copy of Manufacturing /Trade License issued by the competent Licensing Authority for the quoted products (if applicable)
23	Type approval certificate from ARAI with necessary drawings
24	Scanned copy of receipt for submission of hard copy of Technical Proposal (if submitted through postal/courier service)

Note: a) The Bidder should upload the scanned copies of all the above mentioned original documents at www.assamtenders.gov.in as part of the online bid submission in addition to the Price Bid submission.

b) Additionally, a hard copy of the above original documents should either be sent by Registered post/Speed Post or by courier services.

64. General Information of the Bidder

- a. Name of the Company:
 - i. Country of Incorporation:
 - ii. Address of the corporate headquarters and its branch office (s), if any:
 - iii. Phone:
 - iv. E-mail:
 - v. Website:
- b. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder.
 - i. Name:
 - ii. Designation:
 - iii. Name of the firm:
 - iv. Address:
 - v. Telephone No:
 - vi. E-mail Address:
 - vii. Fax No:
- c. Details of individual (s) who will serve as the point of contact / communication for GSCL within the Company
 - i. Name:
 - ii. Designation:
 - iii. Address:

- iv. Telephone No.:
- v. E-mail address:
- vi. Fax No.:

(Signature of Authorized Signatory)

Yours faithfully,

Name,

Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution is issued.

65. Annexure I:- Format for Bank Guarantee (BG) for EMD submission

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

Ref.: Bank Guarantee No.:

Date:

In consideration of the [Insert name of the Bidder] (Hereinafter referred to as 'Bidder') submitting the response to RFP inter alia for selection of the Project of GSCL in response to the Contract for **“Purchase of 9 meter AC Electric bus from Original Equipment Manufacturer by Guwahati Smart City Limited”**, dated[insert date] issued by Guwahati Smart City Limited (hereinafter referred to as GSCL) and GSCL considering such response to the RFP of.....[insert the name of the Bidder] as per the terms of the RFP, the [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to GSCL at [Insert Name of the Place from the address of GSCL] forthwith on demand in writing from GSCL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Insert amount not less than that mentioned in section 5 (ii) of RFP of cumulative capacity only, on behalf of M/s (Insert name of the Bidder)].

This guarantee shall be valid and binding on this Bank up to and including[insert date of validity in accordance with this RFP] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs..... (Rs only). Our Guarantee shall remain in force until [Insert date of validity in accordance with this RFP]. GSCL shall be entitled to invoke this Guarantee till [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that GSCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by GSCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to GSCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require GSCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GSCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Guwahati shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly GSCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by GSCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until [Date to be inserted on the basis of this RFP] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GSCL serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.....

For

..... (Insert name of bank)

Banker's Stamp and full address

Dated this day of, 20.....

66. Annexure II:- Format for Performance Bank Guarantee (PBG)

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as selected Bidder) submitting the response to RFP inter alia for "**Purchase of 9 meter AC Electric bus from Original Equipment Manufacturer by Guwahati Smart City Limited**", at.....[Insert name of the place] in response to the RFP dated issued by Guwahati Smart City Limited (hereinafter referred to as GSCL) and GSCL considering such response to the RFP of.....[insert the name of the selected Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and **Purchase of 9 meter AC Electric bus from Original Equipment Manufacturer by Guwahati Smart City Limited** and issuing Letter of allocation No to (Insert Name of selected Bidder) as per terms of RFP and the same having been accepted by the selected bidder, M/s ----- As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally pay to GSCL without demur at Guwahati forthwith on demand in writing from GSCL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Total Value] only, on behalf of M/s [Insert name of the selected bidder].

This guarantee shall be valid and binding on this Bank up to and including[insert date of validity in accordance with this RFP] and shall not be terminable by notice or any change in the

constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs..... (Rs only). Our Guarantee shall remain in force until [Insert date of validity in accordance with this RFP]. GSCL shall be entitled to invoke this Guarantee till..... [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the GSCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by GSCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to GSCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require GSCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GSCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Guwahati shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly GSCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by GSCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs..... (Rs..... only) and it shall remain in force until [Date to be inserted on the basis of this RFP] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GSCL serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.....

For

..... (Insert name of bank) Banker's Stamp and full address Dated this day of
....., 20.....

67. Annexure III:- Power Of Attorney

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We
(Name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms.
(name & residential address) who is presently employed with us and holding the position ofas our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for "**Purchase of 9 meter AC Electric bus from Original Equipment Manufacturer by Guwahati Smart City Limited**" in response to the NIT Nodated issued by Guwahati Smart City Limited (GSCL), Guwahati including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which GSCL may require us to submit. The aforesaid Attorney is further authorized for making representations to Guwahati Smart City Limited, Guwahati and providing information / responses to GSCL, Guwahati representing us in all matters before GSCL, Guwahati and generally dealing with GSCL, Guwahati in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned NIT. We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

Signed by the within named

..... (Insert the name of the executant company)

through the hand of Mr.

duly authorized by the Board to issue such Power of Attorney Dated this
..... day of

Accepted.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested..... (Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of _____ has been affixed in my/our presence pursuant to Board of Director’s Resolution dated.....

WITNESS

1. (Signature)
Name..... Designation
.....

2. (Signature)
Name..... Designation
.....

68. Annexure IV: - Undertaking for Corrupt & Fraudulent Practice

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not any such amount.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

69. Annexure V: - Declaration

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

We declare that:

- a. We declare that we have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country/ Debarred or have failed to execute any previous work of GSCL.
- b. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other action our Bid Security / Security Deposit may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)

Name.....

Designation.....

70. Annexure VI: - Financial Turnover & Net Worth

Annual Turnover & Net worth of the Bidder

Year	2018-2019	2019 – 2020	2020 – 2021	2021 – 2022(If audit has been completed)
Turnover (INR)				
Net worth (INR)				

Note:

1. Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years shall be submitted as supporting evidence.
2. Applicants shall also enclose certificate from its Statutory Auditors stating its total revenue during each of the past 3 years. In case the applicant does not have a Statutory Auditor, it shall provide the requisite certificate from Chartered Accountant Firm/Chartered Accountant that ordinarily audits the annual account of the party

71. Annexure VII:- Past Experience Details

- i) Details to be given for all types of bus chassis / complete bus supplied by the BUS MANUFACTURER in last 3 years.
- ii) Details to be furnished for the supplies made by the bus manufacturer or his principal in three preceding years ending 31st March 20__.

Sl. No.	Contract placed by (Full address of Purchaser)	Contract No. & Date	Description and Qty. of buses ordered	Value of Contract	Date of completion of delivery (As per contract)

We hereby declare that above information are true and providing such information details are not in violation of any of the Agreements to the best of my knowledge.

(Signature of Authorized Signatory)

Name.....

Designation.....

72. Annexure VIII: - Statement of Deviations (if any) from Technical Specification stipulated in the RFP

The following are the particulars of deviations from the Technical Specifications stipulated in the RFP

SL. NO.	CLAUSE	DEVIATION	REMARKS (Including justification)

73. Annexure IX: - Declaration of Guaranteed Life of a few bus aggregates

Sr. No	Item	Aggregate life in km before reconditioning	Life in km for each reconditioning
1	Motor		
2	Battery		
3	ITS equipment's		
4	Tyre		
5	Any other (Please specify)		