



REQUEST FOR PROPOSAL

FOR

**APPOINTMENT OF SERVICE PROVIDER / OPERATOR FOR OPERATION &
MAINTENANCE OF 50 NUMBERS OF FULLY BUILT AIR-CONDITIONED
ELECTRIC CITY BUS ON GROSS COST MODEL UNDER SMART CITY MISSION
(SCM) IN AMARAVATI CITY OF ANDHRA PRADESH**

NIT No.: 44/ASSCCL/2018 dated 24.01.2019

Amaravati Smart & Sustainable City Corporation Limited

Amaravati, Andhra Pradesh, INDIA

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DISCLAIMER

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

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

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort,

principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this selection process.

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

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Operator, as the case maybe, for the Project and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

SCHEDULE OF RFP PROCESS

The Authority would endeavor to adhere to the following Schedule from the date of issue of notification during the bidding process:

EVENT DESCRIPTION	DATE
Notification of NIT	25th Jan 2019
Uploading of RFP	26th Jan 2019
Last date for receiving queries	1st Feb 2019
Pre-Proposal Conference Date, Time & Venue	1 st Feb 2019 (15:00 Hours) – Office of the Managing Director , ASSCCL, Lenin Center, Governerpet, Vijayawada
Last date for submission of the bid (Hard Copy) (Proposal Due Date)	14 th Feb 2019 – 03.00 PM
Opening of Technical Bids & Venue of Bid Opening	14 th Feb 2019 – 04.00 PM Office of the Managing Director , ASSCCL, Lenin Center, Governerpet, Vijayawada
Opening of financial proposals	To be intimated later on.
Address for communication & Submission of Proposals	The Chief Executive Officer, Amaravati Smart & Sustainable City Corporation Limited, O/o. APCRDA, Lenin Centre, Governorpet, Vijayawada, Andhra Pradesh-520002

- 1) If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.
- 2) The Schedule indicated above is tentative and the Authority may change any or the entire Schedule under intimation to all Bidders.

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FACT SHEET

SL NO.	ITEM	DESCRIPTION
1	Method of Selection	The method of selection is Least Cost Selection. The Contract will be awarded to the Bidder quoting the lowest financial bid subject to meeting the set qualifying criteria in Technical Evaluation.
2	Availability of RFP Documents	Download from 26 th Jan 2019 onwards from the APCRDA website (https://crda.ap.gov.in)
3	Tender document fee (Non-refundable and Not exempted)	Rs. 25000/- (Rupees Twenty five thousand only) Necessary cost of tender document (“ Tender Fees ”) should be submitted by demand draft/pay order in favour of the MD, Amaravati Smart & Sustainable City Corporation Limited and payable at Vijayawada, Andhra Pradesh issued from any nationalized bank/ Scheduled bank.
4	Bid Security /Earnest Money Deposit (EMD)	EMD amounting Rs. 1.5 crores (Rupees One Crores and Fifty Lakhs) only should be submitted in favour of the MD, Amaravati Smart & Sustainable City Corporation Limited and payable at Vijayawada, Andhra Pradesh in the form of Bank Guarantee issued from any nationalized bank/ Scheduled bank.
5	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
6	Currency	Currency in which the Bidders may quote the price and will receive payment is Indian Rupees (INR) only.
7	Name and Address for Correspondence/ Bid Opening Venue	The Chief Executive Officer, Amaravati Smart & Sustainable City Corporation Ltd., O/o. APCRDA, Lenin Centre, Governorpet, Vijayawada, Andhra Pradesh-520002

PART - I - NOTICE INVITING TENDER



AMARAVATI SMART AND SUSTAINABLE CITY CORPORATION LIMITED

O/o APCRDA, Lenin centre, Governorpet, Vijayawada - 520002 (AP), INDIA

INTERNATIONAL COMPETITIVE BIDDING REQUEST FOR PROPOSAL

(NIT No. 44/ASSCCL/2018 dated 24.01.2019)

APPOINTMENT OF SERVICE PROVIDER / OPERATOR FOR
OPERATION & MAINTENANCE OF 50 NUMBERS OF FULLY
BUILT AIR-CONDITIONED ELECTRIC CITY BUS ON GROSS
COST MODEL UNDER SMART CITY MISSION (SCM)
IN AMARAVATI, ANDHRA PRADESH, INDIA

- ASSCCL invites proposals for appointment of operator for procurement, operation and maintenance of 50 numbers of fully built air conditioned Electric Vehicles (EV) for City Bus Services on Gross Cost Model. The Operator shall be responsible for procurement, maintenance, deployment and operations of the EV Buses.
- Request for Proposal may be downloaded from APCRDA website (<https://crda.ap.gov.in>).
- Due date for receipt of proposal: 14.02.2019
- Pre-Proposal Conference

Time: 15 00 Hrs; Date: 01-02-2019

Venue: Conference Room, APCRDA Office, Lenin Centre, Vijayawada, A.P, INDIA

For further details, Please Contact:

Shri. Kaustubh Kulkarni, PMC, kaustubh.kulkarni@pwc.com, Ph : 9769160263,
Shri. Sanju Sunny, sanju.sunny@apcrda.org, Ph : 9557583579,
Shri. Mohit Khemka, mohit@apcrda.org, Ph. 7095599833

Sd/- CEO, ASSCCL

PART - II INSTRUCTIONS TO BIDDERS

1.1 Background

- 1.1.1 The Chief Executive Officer, Amaravati Smart & Sustainable City Corporation Limited (ASSCCL) Amaravati (hereinafter referred to as the “**Authority**”), invites the proposal for appointment of operator for procurement, operation and maintenance of 50 numbers of fully built air conditioned Electric Vehicles (EV) for City Bus Services on Gross Cost Model (hereinafter referred to as the “**Project**”). The Operator shall be responsible for procurement, maintenance, deployment and operations of these EV Buses in the routes within the Amaravati Capital Region areas only.
- 1.1.2 The Project shall remain in operation for a period of seven (7) years from Letter of Acceptance (LOA), during which period the Operator shall operate and maintain the EV Buses on Gross Cost Contract basis as directed by Authority. The Contract shall be extendable for another three (3) years on mutual agreement of both the sides.
- 1.1.3 Complete Bid in the prescribed forms should be submitted on or before the time and date fixed for submission of Proposals. Bids delivered after the stipulated time and date will not be entertained and will be summarily rejected. Such bids will be termed as late/delayed bid.
- 1.1.4 The Bidders are required to quote only one rate for hiring charges per km of Electric bus with a respective minimum assured range. The Bidders quoting more than one rate shall be summarily rejected as non-responsive bid.
- 1.1.5 Agents, brokers and middlemen are not eligible for participation in the bidding process.
- 1.1.6 The objective of the bidding process is to select a Successful Bidder for appointment of Operator for operating 50 numbers of Electric Vehicle City Bus Services on Gross Cost Model including procurement, operation and maintenance as per the terms of this RFP and as per Specifications mentioned herein. The Authority intends to select the Operator through a transparent competitive bidding process in accordance with the procedure set out herein.
- 1.1.7 The Bidders shall not include any financial information in the techno-commercial proposal. This report should contain only technical and regulatory due diligence in respect of the Project.

1.2 General

- 1.2.1 Every effort has been made to provide comprehensive and accurate background information,

Requirements and Specifications. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

- 1.2.2 All information supplied by Bidders as part of their Bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.
- 1.2.3 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 the Authority. Any notification of preferred Bidder status by Authority shall not give rise to any enforceable rights by the Bidder. The Authority may cancel this public procurement at any time prior to a formal written Contract being executed by or on behalf of the Authority.
- 1.2.4 Sealed Bids shall be received by the Authority in person or post or courier before the time and date specified in the Schedule of the RFP Process . In the event of the specified date for the submission of tender offers being declared a public holiday, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum. Any submission by Telex, cable or facsimile will be summarily rejected.
- 1.2.5 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**” or “**Bid Documents**”), and all Bids shall be prepared and submitted in accordance with such terms and in the form and manner specified in the RFP and annexures hereof and shall include all details set forth in this RFP including the Bid forms, price Schedules, and annexures hereof.

1.3 RFP Format

- 1.3.1 The intent of this RFP is to invite bids from prospective Bidders (the “**Bidder(s)**”) for appointment of Operator for procuring, operating and maintaining 50 numbers of Electric Vehicles for City Bus Services on Gross Cost Model.

1.4 Due diligence by Bidders

- 1.4.1 Bidders are encouraged to inform themselves fully about the Project and the local conditions

before submitting the Proposal by paying a visit to the Authority and the relevant sites, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified herein.

1.5 Eligibility of Bidders

- 1.5.1 The Bidder should be eligible to operate in conformity with the provisions of the laws in India and shall have a registered office within India.
- 1.5.2 The Bidder should not have any conflict of interest with any parties included in the bidding process.
- 1.5.3 The Bidder should have a valid PAN No and GST registration. Copy of the same should be submitted along with the bidding documents.
- 1.5.4 The Bidder shall submit copies of its certificate of incorporation and the Memorandum and Articles of Association along with its Bid.
- 1.5.5 Foreign Bidders shall be allowed to participate in this bidding process subject to the satisfactory compliance of all the relevant/equivalent of the above listed parameters.

1.6 Consortium:

- 1.6.1 Bids can be submitted by a consortium of firms. The total number of consortium members, including the lead Bidder of the consortium (“Lead Bidder”) cannot exceed two. The consortium must provide the details of formation of the consortium, % of stake of each consortium member and the role of each member of the consortium, with reference to this project.
- 1.6.2 The roles, responsibilities and scope of work shall be distributed among the consortium members in such a way that the Lead Bidder shall be responsible for at least 51% of total work and highest percentage share of total value of the Contract. The roles and responsibilities of each member of consortium shall be clearly mentioned in a joint bidding agreement. Bids submitted by a consortium should comply with the following Requirements also:
 - 1.6.2.1 The ownership of the electric buses shall be with the SPV incorporated in terms hereof.
 - 1.6.2.2 Any of the members of consortium must not be part of either another consortium with another

bidder in a separate bid or a sole bidder in separate Bid.

1.6.2.3 The list of Consortium Members, where the Consortium has benefitted from their credentials/experience, needs to be declared in the Bid which cannot be changed by the Bidder later on.

1.6.2.4 The Bidder and any of the Consortium members should not have been black-listed by any Central/State Government or Public Sector Undertakings.

1.6.2.5 Lead Bidder shall be responsible and liable for the successful completion of the entire Project. Please note that the consortium together and its members independently, shall be liable for the scope of work and all deliverables under this RFP.

1.6.2.6 The Lead Bidder should confirm unconditional acceptance of full responsibility for executing the 'Scope of Work' and meeting all obligations of this RFP. This confirmation should be furnished as part of the Technical Bid.

1.6.2.7 Joint bidding agreement should clearly state the following at the minimum:

- a) Names of the Lead Bidder and consortium members.
- b) That the joint bidding Agreement is applicable to this RFP and shall be binding on all Consortium members during the term of the Project as envisaged under this RFP
- c) Consortium members have read and examined in detail, all the bidding documents in respect of the above-mentioned tender, in respect to product(s)/services offered/supplied.
- d) Roles and Responsibilities of the consortium members shall be clearly defined.
- e) The Lead Bidder must be authorized to receive instructions/communications from the Authority or its assigns to incur liabilities and deliver all the provisions of the Contract on behalf of consortium members.
- f) In case of any dissatisfaction or default on part of the Lead Bidder, Authority or its assigns shall issue a written notice to consortium asking for replacement of the Lead Bidder. Within 6 months of receipt of such notice, Consortium members shall identify the replacement for the Lead Bidder. The Authority or its assigns reserves the right to approve or reject the proposed replacement for the Lead Bidder. Failing to engage a Lead Bidder

as per the satisfaction of the Authority, the Authority may initiate the termination of Contract. In the meantime, other members of consortium shall execute the Project. Any change in consortium shall not lead to financial liability for the Authority or its assigns.

- g) The Lead Bidder and any of its consortium members should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP.
- h) Any Central/State Government or Public Sector Undertakings should not have blacklisted the Lead Bidder and any of the Consortium members.

1.6.2.8 The Authority or its assigns reserves the right to review, approve and amend the terms of the joint bidding agreement or any contract or agreements entered into by and between the members of such consortium and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the Authority or its assigns. An executed copy of each of such agreement/contract shall, immediately upon execution be submitted by the Lead Bidder to the Authority or its assigns.

1.7 Technical eligibility and qualifications

1.7.1 The Bidders shall along with the Bid, provide satisfactory evidence acceptable to the Authority as given below:

- 1.7.1.1 The Bidder shall be Vehicle Manufacturer or Individual Operator or a Joint Venture or Consortium of Companies, incorporated under relevant legislations in India or Abroad.
- 1.7.1.2 The Bidder shall have homologation certification or foreign equivalent for the type of bus asked in the tender.
- 1.7.1.3 Bidder shall have legally validated capacity of manufacturing a minimum of 10 electric buses every two months in any part of India or abroad. The Bidder shall submit the documentary evidence in support of the same.
- 1.7.1.4 Bidder shall have experience of running minimum of 25 commuter buses for a consecutive period of one year during the past three years in any part of India or

abroad.

- 1.7.2 The Selected Bidder, within 45 days of issue of Letter of Acceptance, shall promote and incorporate a Special Purpose Vehicle (SPV) within the state of Andhra Pradesh, under the Companies Act, 2013 prior to execution of the Contract (the “Operator”), who shall be responsible for undertaking the Project under and in accordance with the provisions of a Contract (the “Contract”) to be entered into between the Operator and the Authority in the form provided by the Authority as part of the bidding documents pursuant hereto. In case of consortium all consortium members have to maintain their equity share as committed in the Joint Bidding Agreement throughout the contract period .
- 1.7.3 The Bidder, either by himself or either through a manufacturer or a valid sub-contractor shall have the experience of manufacturing or setting up charging infrastructure or transformers for 11 KV input electricity.
- 1.7.4 The Bidder/all the member in case of consortium should have Provident Fund & ESIC Registration Certificates and should submit the same as documentary evidence. Further, they must comply with all Labour Laws, Legislation including Minimum Wages Act, Provident Fund Act, Employees State Insurance Act, Bonus Act, Contract Labour (Regulation & Abolition) Act and shall submit self-declaration on their letterhead as documentary evidence in support of the same. The tenderers who have applied for Provident Fund & ESIC Registration will also be considered as ‘Responsive’ against this mandatory criterion provided they submit the application made to the respective authorities along with the bid and also agree to submit their final registration certificates prior to issuing of Contract.
- 1.7.5 In case of foreign firms, all documents shall be submitted duly notarized by the public notary of country of origin and should be either be stamped by Embassy/High commission of India or for member countries of Hague convention, may submit these documents with “Apostille” stamp. Also, in case of documents submitted in foreign language (Other than English), then the same to be translated, get it authenticated by Indian Embassy/High commission in that particular country.

1.8 Financial Qualification

- 1.8.1 In case of single Bidder:

- 1.8.1.1 Only those Bidder whose Minimum Average Annual Turnover during the last three financial years is more than Rs 30.00 Crores shall be eligible to quote against the tender. As documentary evidence, they should submit the copy of Audited Balance Sheet and Profit & Loss Account Statement showing proof of their Minimum Average Annual Turnover duly audited by the Chartered Accountants or certificate from Chartered Accountants.
- 1.8.1.2 The Bidder should have net worth of Rs. 20.00 Crores as on 31st March 2018.
- 1.8.1.3 Net worth is defined as Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets.
- 1.8.2 In case of a consortium:
- 1.8.2.1 Only the consortium as a whole whose Minimum Average Annual Turnover during the last three financial years is more than Rs 30.00 Crores shall be eligible to quote against the tender. As documentary evidence, they should submit the copy of Audited Balance Sheet and Profit & Loss Account Statement showing proof of their Minimum Average Annual Turnover duly audited by the Chartered Accountants or certificate from Chartered Accountants.
- 1.8.2.2 Deleted.
- 1.8.2.3 As of March 31st, 2018, the net worth of the consortium as a whole should not be lesser than Rs 20 crores and also each consortium member shall have a Positive Net worth.
- 1.8.2.4 The Bidder and in case of consortium all members of the consortium shall furnish the certified Audited copy of the Annual Accounts of the company for the last three financial year.
- 1.8.2.5 DELETED
- 1.8.2.6 Bidders should confirm adequate availability of spare parts and after sales services in India for buses offered in the bid with the self-declaration.
- 1.8.2.7 The Bidder, if required by the Authority, shall promptly furnish further information regarding his capacity/capability, and he would extend all cooperation to the representatives of the Authority for assessing his capacity/ capability by actual visit to his works/ office.
- 1.8.2.8 In case of foreign Bidder, the Bidder should confirm that:
- 1.8.2.8.1 Buses will be manufactured/assembled in India in ready to use condition (assembled from

sourcing major components/ completely knocked down kit (CKD Kit) from his manufacturing premises).

1.8.2.8.2 the Bidder or his Indian collaborator/partner will do startup trials, commissioning, periodic maintenance and repairs. If so, tie-up arrangement be indicated.

1.8.2.9 Bids not containing the requisite information are liable to be rejected.

1.8.2.10 Only eligible Bidders who meet the eligibility criteria need apply.

1.9 Compliant Bids/Completeness of Response

1.9.1 Bidders are advised to study all instructions, forms, terms, Requirements and other information in the RFP documents carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

1.9.2 Failure to comply with the Requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:

1.9.2.1 Include all documentation specified in this RFP in the Bid;

1.9.2.2 Follow the format of this RFP while developing the Bid and respond to each element in the order as set out in this RFP; and

1.9.2.3 Comply with all Requirements as set out within this RFP.

1.10 Bidder to Inform

1.10.1 The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Specifications, and Schedules of this RFP. If any Bidder has any doubts/clarifications as to the meaning of any portion of the conditions or the Specifications, he shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to the Authority in writing in order that such doubt may be removed, or clarifications are provided.

1.11 Pre-bid Conference

1.11.1 A pre-bid conference will be held at 01/02/2019 with the prospective Bidders as per the

Schedule of RFP Process mentioned herein for holding technical & commercial discussions and providing clarifications. Queries, if any, from the Bidders in respect of Bid Documents should reach the Authority preferably on or before the Pre-bid Conference date. Clarifications pertaining to technical, commercial and other issues regarding the required buses including their design parameters/standards and Specifications that may be required by the prospective Bidders will be provided in the pre-bid conference. The prospective Bidders may, at their own cost, attend the said conference on the Scheduled time, date and venue. Queries may be mailed in our mail id:

Kaustubh Kulkarni, PMC, Email ID: kaustubh.kulkarni@pwc.com, Mobile: 9769160263,

Sanju Sunny, Project Manager, Email ID: sanju.sunny@apcrda.org, Mobile: 9557583579,

Mohit Khemka, Investment Lead, Email-id: mohit@apcrda.org, Mobile: 7095599833

- 1.11.2 The Authority shall not be responsible for ensuring that the Bidders' queries have been received. Any requests for clarifications post the indicated date and time shall not be entertained by the Authority.
- 1.11.3 Maximum of 2 members per Bidder will be allowed to participate in the Pre-bid conference and a letter from the authorized signatory from the prospective Bidder will clearly specify the names of the participants.

1.12 Responses to Pre-Bid Queries and Issue of Corrigendum

- 1.12.1 The Authority will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. The Authority shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.
- 1.12.2 The Authority shall endeavour to provide timely response to all queries. However, the Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith. The Authority does not undertake to answer all the queries that have been posed by the Bidders.
- 1.12.3 Any modifications of the RFP, which may become necessary as a result of the Pre- Bid Conference, shall be made by the Authority exclusively through a corrigendum. Any such

corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the Proposal Due Date may be extended at the discretion of the Authority.

1.12.4 Any corrigendum/notification issued by the Authority, subsequent to issue of RFP, shall only be available/hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

1.12.5 Details of proposed / suggested variations/ deviations/ additions from the tendered Specifications/ conditions, if any, should be clearly indicated while sending queries before pre-bid conference. No further suggestions for deviations/ variations/ additions will be entertained after the pre-bid conference.

1.12.6 The Authority may appropriately consider and decide on variations/deviations, alternative proposals, which afford equal or better quality/ Performance compared to the tendered technical Specifications during pre-bid conference. However, the decision of the Authority in this regard will be final.

1.12.7 After incorporating the amendments pursuant to the queries posed by the Authority, if any, Bid Documents shall be frozen.

1.13 Local conditions

1.13.1 It is imperative that each Bidder fully acquaints himself with all the local conditions and factors, which may have any effect on the Performance/ completion of the Contract in all respects *inter alia* those pertaining to/affecting the designing, manufacturing, supplying, testing, commissioning operating and maintaining the EV buses. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India. On such matters, the Authority shall not entertain any request from the Bidders.

1.14 RFP Document Fee

1.14.1 RFP can be downloaded from the website URL mentioned in the fact sheet.

1.14.2 Tender Fee of Rs. 25,000.00 (Rupees Twenty Five Thousand) only shall be paid at the time of submission of bid. The tender fee shall be non-refundable. No exemption for submitting the same will be given to any Bidder.

1.14.3 Without payment of the Tender Fee, the Bids will be taken as incomplete and non-responsive and shall not be considered for evaluation.

1.15 Earnest Money Deposit (EMD)

1.15.1 The Bidder shall furnish an interest free bid Security (also referred to as "Earnest Money Deposit" (EMD)) as part of its Bid as per the given format. Bid Security shall be submitted in a separate sealed envelope super scribing "Earnest Money Deposit " for the amount stipulated in the RFP. This sealed envelope containing 'Earnest Money Deposit / Bid Security' should be put inside the sealed cover of Techno-Commercial bid. The Earnest Money shall be in the form of an unconditional & irrevocable Bank Guarantee , from any Nationalized/Scheduled bank operating in India, drawn in favour of MD, Amaravati Smart & Sustainable City Corporation Limited and payable at Vijayawada, Andhra Pradesh., and valid for a period of 60 days beyond the validity of the bid, in the format prescribed in the Bid Documents. The Bank Guarantee should be encashable at Vijayawada, Andhra Pradesh.

1.15.2 Any bid not accompanied with valid Earnest Money in the acceptable form will be summarily rejected by the Authority as being non-responsive.

1.15.3 The bid shall remain valid and open for acceptance for a period of 180 days from the specified due date of submission. The Bank Guarantee towards Earnest Money Deposit shall remain deposited with the Authority. If the validity of bid is extended, the Bidder shall get the terms of the Earnest Money Deposit extended by such period as the bid has been extended and shall furnish the same to the Authority not later than 7 (seven) days from the date of the notice of the extension of the bid.

1.15.4 No interest will be payable by the Authority on the Earnest Money Deposit.

1.15.5 EMD shall be paid at the time of submission of bid through a Bank Guarantee only. No exemption for submitting the EMD will be given to any Bidder. Bid Security in any other form will not be entertained

1.15.6 ***For Unsuccessful Bidders:*** The EMD of all unsuccessful Bidders would be refunded without interest by the Authority on finalization of the Bid in all respects by the successful Bidder.

1.15.7 ***For Successful Bidders:*** The EMD of the successful Bidder would be returned without

interest upon submission of Performance Bank Guarantee by the successful Bidder.

1.15.8 In case a Bid is submitted without the EMD, the Authority will reject the same without providing opportunity for any further correspondence to the Bidder concerned.

1.15.9 The EMD may be forfeited in any of the following circumstances:

1.15.9.1 If a Bidder withdraws or modifies the Proposal during the Proposal validity period or any extension thereof.

1.15.9.2 If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in this RFP.

1.15.9.3 If a Bidder is declared the successful Bidder and it:

1.15.9.3.1 Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Authority and the successful Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;

1.15.9.3.2 Fails to furnish the Performance Security;

1.15.9.3.3 Fails to sign and return, as acknowledgement, the duplicate copy of the letter of acceptance;

1.15.9.3.4 Fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of acceptance; or

1.15.9.3.5 Fails to execute the Contract.

1.16 Preparation and Signing of Proposals

1.16.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. The RFP must be read in totality. If any Bidder finds any ambiguity or lack of clarity in the RFP, the Bidder must inform the Authority at the earliest to seek clarity on the interpretation of the RFP. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

1.16.2 The Bidder shall prepare one set of the Proposal (together with copies of the original Documents required to be submitted along therewith pursuant to this RFP) consisting and clearly marked

“Technical Bid” and “Financial Bid”

1.16.3 The Proposal shall be typed or written in indelible ink, signed by the authorised signatory of the Bidder who shall initial each page, in blue ink and properly hard/spiral bounded. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:

1.16.3.1 by a partner, in case of a partnership firm and/or a limited liability partnership; or

1.16.3.2 by a duly authorised person holding the Power of Attorney, in case of a Limited Company;

1.16.3.3 by the authorised representative of the Lead Member, in case of consortium.

1.16.3.4 A copy of the Power of Attorney certified by a notary public in the form specified herein shall accompany the Proposal.

1.16.4 Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal due date. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

1.16.5 Bid shall be in accordance with the provisions contained in the Bid Documents. The deviation, if any, from any clause/sub clause of the Bid Document shall be submitted separately in the Proforma as per Annexure-11 of the Bid Document. Any material deviations/variations in the terms & conditions in the bids submitted by the Bidders will make their bid liable for rejection.

1.17 Cost of Preparation of Proposal:

1.17.1 The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Authority is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to award of the Contract, without assigning any reason and without incurring any liability to the Bidder.

1.18 Language:

1.18.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Authority shall be written in English language.

1.19 Documents Comprising the Proposal:

1.19.1 The Bid submitted by the Bidder shall consist of two parts viz. Techno-Commercial bid and Financial Bid and placed in 2 (Two) separate envelopes and put together in 1 (one) single outer envelope and each envelope should be addressed to the Managing Director, ASSCCL, Amaravati and should bear the name of the project. Each part will comprise the documents and forms listed herein in the RFP.

1.19.2 Techno-Commercial bid shall contain the prescribed bid forms, document fee, bid Security/EMD, Performance statement, proforma of quality control statement and all other documents as well as technical and commercial information required in accordance with the Bid Documents. Bidder is required to submit details of documents vis-à-vis checklist prescribed in the Bid Document along with Bid. One copy of comprehensive Specifications of Electric bus and charging infrastructure offered shall be submitted along with the Technical bid. The information on Technical Specification is to be furnished by the Bidders along with their offer on the prescribed formats of the Bid Document.

1.19.3 Financial Bid shall contain only the duly filled in Financial Bid of the Bidders as per the format specified herein Annexure 19. No condition, other than that specified shall be attached with the financial bid. It will be opened in the presence of representative of Technically Qualified Bidders, who wish to be present. The price quoted shall be firm and not subject to any upward variation except for the variation in statutory taxes, levies & duties. All prices and other information like discount etc. having a bearing on the price shall be written both in figures and words in the prescribed bid form. In case of discrepancy, the price given in words shall be considered.

1.19.4 Failure to provide the documents prescribed in the check list may result in rejection of bid. The Financial Bid shall consist of only price Schedule in the prescribed format and must be submitted separately.

1.19.5 The Bidder would provide all the information as per the Bidding document. ASSCCL reserves the right to evaluate only those bids that are received in the required format complete in all respects and in line with the instructions contained herein.

- 1.19.6 The Bidders shall be required to provide a power point presentation of the EV buses intended for supply, maintenance & operation as per the scope mentioned herein to highlight the required/specified salient features to the Authority in the form of CD along with the Bid. Scaled drawings indicating all the dimensions of the front, both sides and rear elevations etc. besides top view of the bus and the scaled internal layout of the bus shall also be supplied.
- 1.19.7 The Bidders shall provide drawings, films, photographs, CD, documents etc. on 'Free of Cost' basis without charging any cost to the Authority, along with the Bid.
- 1.19.8 The aforesaid items shall not form the basis of actual supplies. Instead, the successful Bidder, on award of Contract, shall supply, maintain & Operate the buses strictly as per the terms & conditions of the Bid Documents/ Contract.
- 1.19.9 Bidders must bid for the entire quantity of the type of bus offered as mentioned in the Schedule of Requirement.
- 1.19.10 Bidders should submit the procurement plan, deployment plan, phasing of vehicles, maintenance Schedules & SOPs and operation methodology along with the Bid.
- 1.19.11 The Bidder should submit a written declaration in the form of a self-declaration as to the correctness of all documents submitted and a declaration on whether any penalty/debarment has been faced by the Bidder under any Contract or assignment of the Govt./Semi Govt./ Autonomous body.
- 1.19.12 Incomplete bids are liable to be rejected at the discretion of the Authority.

1.20 Contents of Bid

- 1.20.1 The two sets of documents (each enveloped separately and packed in a master envelope) are required to be submitted for evaluation. The sets will comprise of:

SL NO.	NAME OF DOCUMENT	CONTENT	MODE OF SUBMISSION
1	Technical Bid/Techno-commercial Bid	a. Tender Fee receipt b. Bid Security/Earnest Money Deposit (EMD) c. Technical Bid in prescribed format along	Hard Copy

		with required documents.	
2	Financial Bid/Price Bid	a. Financial Bid as per the supplied format	Hard Copy

1.20.1.1 Please note that prices should NOT be indicated in the Technical Bid but should only be indicated in the Financial Bid.

1.20.1.2 All the pages of the Bid must be sequentially numbered. The Bid Documents must contain in the beginning of the document, a list of contents with page numbers.

1.20.1.3 All pages of the Bid shall be initialed and stamped by the person (or persons) who signs the Bid. Deficiency in following the same may render the bid as non-responsive and may accordingly be rejected.

1.20.1.4 Failure to submit the Bid before the Proposal Due Date specified in the RFP would cause a bid to be rejected.

1.20.1.5 The Authority will not accept delivery of bid by fax or e-mail. Hard Copy submission of the Technical Bid and Financial Bid is mandatory.

1.20.2 The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected.

1.20.3 If at any point of time during the bidding process the Authority feels that cartel formation among the Bidders has taken place to manipulate the actual price, then the Authority shall be at liberty to cancel the entire bidding process without assigning any reasons and impose sanction on the involved Bidders for participating in any tenders in future.

1.21 Bid validity:

1.21.1 The bid shall remain valid and open for acceptance for a period of 180 days from the Proposal Due Date.

1.21.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change. No modification whatsoever will be allowed after the expiry of the Proposal Due Date.

1.21.3 In exceptional circumstances prior to expiry of the original bid validity period, the Authority may request the Bidder for extension in the period of validity. The request and response thereto shall be made in writing. A Bidder may refuse the request without becoming liable for forfeiture of Earnest Money Deposit. However, a Bidder agreeing to the request of extension in the bid validity period will be required to extend the validity of his EMD suitably. Moreover, the Bidder agreeing to the request will not be permitted to modify his bid.

1.22 Clarification and Amendment of the RFP:

1.22.1 The Bidder may request a clarification of any part of the RFP prior to the last date for submission of queries, as indicated in the Schedule of RFP. Any queries or requests for additional information in relation to the RFP should be submitted in writing or email.

1.22.2 The Authority shall make reasonable efforts to respond to the queries or request for clarifications on or before the date of pre-bid conference. The Authority's responses to Bidder queries (including an explanation of the query but without identifying its source) will be made available to all Bidders and shall be uploaded on the Authority's website. It shall be the Bidder's responsibility to check the Authority's website for the responses to the queries or requests for clarification. The Authority may but shall not be obliged to communicate with the Bidders by email, notice or other means it may deem fit about the issuance of clarifications. The Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this RFP shall be taken to be or read as compelling or requiring the Authority to respond to any query or to provide any clarification. Should the Authority deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

1.22.2.1 At any time before the Proposal Due Date, the Authority may amend the RFP by issuing an amendment/corrigendum. The amendments shall be uploaded on the Authority's website and will be binding on the Authority and the Bidders. The Bidders shall update themselves by visiting the Authority's website regularly and the Authority bears no responsibility for any Bidder's failure to do.

1.22.2.2 If the amendment is substantial, the Authority may extend the Proposal Due Date to give the Bidders reasonable time to take an amendment into account in their Proposals.

1.22.2.3 Verbal clarifications and information given by the Authority or any other person for or on its

behalf shall not in any way or manner be binding on the Authority.

1.22.2.4 The Bidder may substitute, modify or withdraw its Proposal at any time prior to the Proposal Due Date. No Proposal shall be substituted, withdrawn or modified after the time specified in the Data Sheet on the Proposal Due Date.

1.23 Bid Documents

1.23.1 The Bid Documents consist of the following:

PART -1	Notice inviting Tender (NIT)
PART -2	Instructions to Bidder (ITB)
PART -3	General and Special Conditions of Contract (GCC)
PART -4	Schedule of Requirements
PART -5	Technical Specifications for Electric Buses
PART -6	Bid Form/Price Schedules/Annexure & Other Forms

1.23.2 The Bidder is required to examine carefully all the contents, pros & cons of the Bid Documents including instructions, conditions, forms, terms, Specifications and take them fully into account before submitting their Bid. Failure to comply with the Requirements of the Bid Document will be at the Bidder's own risk & responsibility.

1.24 Compliance with technical Specifications

1.24.1 The buses and other infrastructure required against this RFP shall conform to the technical Specifications provided under Part V of the Bid Documents and amendments therein, if any (the "Technical Specifications").

1.24.2 The Bidder shall himself obtain, at his own expense, all the latest Specifications required for the design, manufacture, supply, testing, commissioning, deployment, operation, maintenance and servicing of the EV buses in accordance with the Contract terms.

1.25 Variations / deviations

- 1.25.1 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.
- 1.25.2 The Bidder shall indicate the deviations, if any from the "Technical specification" of the Bid Document in the prescribed proforma.
- 1.25.3 Bids found inconsistent with the terms and conditions and/or Specifications of the Bid Documents are liable for rejection. The decision of the Authority in this regard, shall be final and binding.

1.26 Authentication of Bids

- 1.26.1 An authorized representative (or representatives) of the Bidder shall initial all pages of the submission including the Technical and Financial Bids.
- 1.26.2 Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

1.27 Right to Terminate the Process

- 1.27.1 The Authority may terminate the RFP process at any time and without assigning any reason. The Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by the Authority.

1.28 Non-Conforming bids

- 1.28.1 A bid may be construed as a non-conforming bids and ineligible for consideration:
- 1.28.1.1 If it does not comply with the Requirements of this RFP.
- 1.28.1.2 If a bid does not follow the format requested in this RFP or does not appear to address the Requirements.

1.29 Acceptance / Rejection of Bids

- 1.29.1 The Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. The Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of the Authority shall be final and binding.
- 1.29.2 Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.
- 1.29.3 In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature being submitted along with the Bid, the Authority reserves the right to reject the Bid and forfeit the EMD.
- 1.29.4 If there is any discrepancy in the Financial Bid, it will be dealt as per the following:
- 1.29.4.1 If, in the price structure quoted for the required services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly.
- 1.29.4.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
- 1.29.4.3 If there is a discrepancy between words and figures, the amount in words shall prevail.
- 1.29.4.4 If there is such discrepancy in a Bid, the same shall be conveyed to the Bidder with target date up to which the Bidder has to send his explanation. On the above lines, the Authority reserves the right to take appropriate decision, which needs to be agreed by the Bidder. If the Bidder does not agree to the decision of the Authority, the Bid is liable to be disqualified.

1.30 Confidentiality

- 1.30.1 All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful Bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. Confidentiality agreement will be mutually applicable on both the Bidder and the Authority.

1.31 Disqualification

1.31.1 The Bid is liable to be disqualified/ a proper explanation can be called in the following cases or in case Bidder fails to meet the bidding Requirements as indicated in this RFP:

1.31.1.1 During validity of the Bid, or its extended period, if any, the Bidder increases its quoted prices

1.31.1.2 The Bid is conditional and has deviations from the terms and conditions of RFP

1.31.1.3 Bid is received in incomplete form

1.31.1.4 Bid is not accompanied by all the requisite documents

1.31.1.5 Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period if any

1.31.1.6 Financial bid is enclosed along with the technical bid.

1.31.1.7 Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process

1.31.1.8 In case any one party submits multiple bids or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional bids/Bidders are withdrawn upon notice immediately.

1.32 Right to vary quantity

1.32.1 DELETED.

1.32.2 DELETED

1.32.3 DELETED

1.33 Site Visit

1.33.1 The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the Bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own

expense.

1.33.2 It is strongly recommended that Bidders may conduct their site surveys as per the Requirement of RFP wherever necessary, prior to the proposal submission.

1.33.3 No site visits shall be arranged or Scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

1.34 Submission of Bids- Price basis

1.34.1 Price bid should contain the 'Price Schedule' in the format prescribed in Annexure 19. All prices should be in Indian Rupees.

1.34.2 The price quoted shall be firm and not subject to any upward variation except for the variation in statutory taxes, levies & duties.

1.34.3 DELETED

1.35 Sealing and marking of bids

1.35.1 The Bidders shall mark & seal the bids as mentioned in this RFP. The Bidder shall seal each of the envelopes duly marking each envelope as "TECHNICAL BID" AND "FINANCIAL BID" respectively.

1.35.2 The Bidder shall put the 2 (two) separate envelopes containing the Technical Bid and Financial Bid respectively in a single outer envelope and seal the outer envelope. Each of the envelopes shall indicate the project name, complete name of the bidder, address, telephone number and fax number/E-mail of the Bidder.

1.35.3 All envelopes shall indicate the name and address of the Bidder to enable the Authority to return the Bid un-opened in the event the Bid is declared "Late/delayed ".

1.35.4 If the envelopes are not sealed and marked as required hereinbefore, the Authority shall assume no responsibility for the misplacement or pre-mature opening of the Bids.

1.36 Deadline for submission of bids

1.36.1 Bids complete in all respects must be received by the Authority at the address given in the Notice Inviting Tender, not later than the time & date indicated therein. The Authority may, at

its discretion, extend this deadline for the submission of bids by amending the Bid Documents and in that case all rights and obligations of the Authority and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

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

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

1.37 Late/delayed bids

1.37.1 Any bid received by the Authority after the prescribed deadline will not be opened and shall be deemed disqualified and thus rejected. Late submission will not be entertained.

1.37.2 The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

1.37.3 The Authority shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.

1.37.4 The Authority reserves the right to modify and amend any of the above- stipulated condition/criterion.

1.38 Modification and withdrawal of bids

1.38.1 The Bidder may modify or withdraw its Bid after submission but before the Proposal Due Date, provided that the modification or withdrawal, in writing, is received by the Authority prior to the said deadline so as to open along with the original Bids.

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

1.38.3 Bids withdrawn shall not be opened and processed further.

1.39 Bid opening and evaluation - Bid opening

- 1.39.1 The Techno-commercial Bids of all the Bidders will be opened by the Authority 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 Authority, the Bids shall be opened at the appointed time and location on the next working day.
- 1.39.2 The Bidder's name, bid amendment/withdrawals, if any, the presence or absence of the requisite Earnest Money Deposit and other details as the Authority may consider appropriate will be announced at the time of the bid opening.
- 1.39.3 Bids without adequate/appropriate/proper EMD shall be summarily rejected. No further action on such Bids shall be taken.

1.40 Process to be confidential

- 1.40.1 After the public opening of Bids, information relating to the examination, clarifications, evaluation and comparison of Bids and recommendations concerning the award of the 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.
- 1.40.2 Any effort by a Bidder to influence the Authority in the process of examination, clarification, evaluation and comparison of bids and in decisions concerning award of Contract, may attract the Clause 1.52 of ITB.

1.41 Clarification of bids

- 1.41.1 To assist in the examination, evaluation and comparison of Bids, the Authority may, if necessary, ask Bidders individually for clarification of their Bids, including break-up of prices. The request for clarification and the response shall be in writing or by fax only and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 1.41.2 The Authority reserves the right to inspect/visit the premises/offices/manufacturing facilities of the Bidder to ascertain the Bidder's eligibility & ability to fulfil the qualification criteria etc. as

and when required during evaluation of Bids.

1.42 Preliminary Examination of Bids/Determination of responsiveness

1.42.1 The Authority will determine whether each Bid is responsive to the Requirements of the Bid Documents.

1.42.2 A responsive Bid is one which conforms to all the terms & conditions and Specifications of the Bid Documents without any material deviation or reservation. “Deviation” may include exceptions, exclusions, qualifications, conditions, stated assumptions and alternative proposal not solicited. A material deviation or reservation is one which affects in any ways the scope, quality, Performance or administration of the Contract by the Bidder, or which limits in any way the Authority rights or the Bidder’s obligations under the Contract or is inconsistent with the Bids Documents, and the rectification of which would affect unfairly the competitive position of other responsive bids. The Authority reserves the right to decide on the responsiveness of all Bids.

1.42.3 If a Bid is not responsive to the Requirements of the Bid Documents, it will be liable to be rejected by the Authority.

1.42.4 The Authority shall examine the Bids to determine whether they are complete, whether the documents have been properly signed and whether the Bids are generally in order.

1.42.5 Any bids found to be non-responsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by the Authority and shall not be included for further consideration.

1.42.6 Initial Bid scrutiny shall be held, and Bids will be treated as non-responsive, if Bids are:

1.42.6.1 Not submitted in format as specified in the RFP document;

1.42.6.2 Received without the Letter of Authorization;

1.42.6.3 Found with suppression of details;

1.42.6.4 With incomplete information, subjective, conditional or partial offers;

1.42.6.5 Submitted without the documents requested;

1.42.6.6 Non-compliant to any of the clauses mentioned in the RFP;

1.42.6.7 With lesser validity period than prescribed herein; or

1.42.6.8 Submitted without the required EMD in the prescribed form and manner.

1.43 Evaluation and comparison of bids

1.43.1 The Authority shall constitute a tender evaluation committee to evaluate the responses of the Bidders (the “**Tender Evaluation Committee**”). The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by Bidders may lead to rejection of their Bids.

1.43.2 The decision of the Tender Evaluation Committee in the evaluation of Bids shall be final. No correspondence will be entertained outside the process of evaluation with the Tender Evaluation Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or confirmations on their Bids.

1.43.3 The Tender Evaluation Committee reserves the right to reject any or all Bids. Each of the responses shall be evaluated as per the criteria and Requirements specified in this RFP.

1.43.4 The Authority will evaluate and compare only those Bids determined to be responsive to the Requirements of the Bid Documents.

1.43.5 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 Authority shall go through and evaluate the Techno-commercial Bids and advise accordingly only those Bidders whose Bids shall be found responsive to the Requirements of the Bid Documents. Price Bids of only such Bidders will be opened in the presence of their representatives (if they wish to be present) at the time & date to be notified later to individual Bidders. The Price Bids of other Bidders, who do not qualify as a result of Techno-commercial evaluation, shall not be opened.

1.43.6 The Authority 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.

1.44 Award of Contract -Award criteria

1.44.1 Subject to above, the Authority 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 lowest acceptable offer for award of Contract.

1.44.2 The Authority reserves the right to accept or reject any Bid, and to annul the bid process and reject all Bids without assigning any reason.

1.45 Notification of award

1.45.1 Prior to the expiry of the period of bid validity, the Authority will notify the successful Bidder that his Bid has been accepted. This letter (hereinafter referred to as “**Letter of Acceptance**”) shall name the sum, which the Authority will pay to the Operator in consideration of procurement, maintenance & Operation of the fully built air conditioned electric buses in terms of this RFP. However, the Contract shall be deemed to be concluded on the date of dispatch of the 'Letter of Acceptance' by the Authority.

1.45.2 The Letter of Acceptance shall constitute the part of the Contract.

1.45.3 In case the Authority chooses to award the Contract to an eligible Bidder through this selection process, and the Bidding is subject of a third-party litigation, the Authority would be free to proceed with the award of the Contract and works envisaged therein. If the decision of such litigation were in favor of the third party resulting in termination of the Contract and the selection process, the Authority would pay the existing operator to the tune of work completed upon submission of sufficient proof of services rendered.

1.46 Signing of Contract

1.46.1 After the notification of award, ASSCCL will issue Purchase Order (PO)/Letter of Acceptance (LOA). Accordingly, a Contract shall be signed between successful Bidder and ASSCCL or the agency designated by ASSCCL. As an acceptance of the PO/LOA, the Bidder shall sign and return a duplicate copy of the Purchase Order/Letter of Acceptance to Authority or the agency designated by the Authority within 7 days of issue of PO/LOA.

1.46.2 Upon receipt of the signed copy of the Letter of Acceptance from the successful Bidder, the Authority and the successful Bidder (the SPV) shall execute the Contract in the form and manner prescribed under the Bid Documents (the “**Contract**”) in accordance with the form of Agreement prescribed in the Bid Documents, within 45 days from the date of issue of PO/LOA. The successful Bidder shall get the requisite amount of stamp duty adjudicated at Amaravati,

Andhra Pradesh in accordance with the applicable law and submit the same in two copies duly stamped and executed within the time frame prescribed by the Authority. The Authority will return one copy duly sealed and signed as a token of acceptance of the Contract. The stamp duty will be borne and paid by the successful Bidder.

1.46.3 At the time of signing the Contract, the successful Bidder shall be required to give an undertaking to the effect that they have not given any commission to any official of Andhra Pradesh Government or any other agencies engaged with the procurement process or indulged in any other corrupt or fraudulent practice in securing the Contract.

1.47 Performance Security

1.47.1 Within fifteen (15) working days from the date of issuing the LOA, the successful Bidder shall submit an unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority at its own cost and expense. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 15, payable on demand, for the due Performance and fulfillment of the Contract by the Bidder.

1.47.2 This Performance Bank Guarantee shall be for an amount of Rs. 10.00 Crore (Rupees Ten Crore) only. PBG shall be invoked by the Authority, in the event the Bidder:

1.47.2.1 fails to meet the penalty conditions of Liquidated damages as mentioned in RFP or any changes mutually agreed between the parties;

1.47.2.2 fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of the Authority as per conditions and scope mentioned in the RFP; or

1.47.2.3 Misrepresents facts/information submitted to the Authority;

1.47.3 The PBG shall be valid for 60 days after the satisfactory completion of the Contract. The PBG may be discharged/returned by the Authority upon being satisfied that there has been due Performance of the obligations of the Bidder under the Contract. However, no interest shall be payable on the PBG.

1.47.4 In the event of the Bidder being unable to service the Contract for whatever reason(s), the Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Authority under the Contract in the matter, the proceeds of the PBG shall be payable to the Authority as compensation for any loss resulting from the Bidder's

failure to perform/comply its obligations under the Contract.

- 1.47.5 In the event of default of any Contractual obligation by the Bidder, the Authority shall notify the Bidder in writing of such default. If the Bidder fails to rectify the said default within 30 days of such notice, the Authority shall be entitled to make recoveries from the Bidder's bills, PBG, or from any other amount due to him under the Contract.
- 1.47.6 In case the Project is delayed beyond the Schedule and timelines prescribed in RFP, the Bidder shall accordingly extend the PBG until completion of the Project .
- 1.47.7 On satisfactory Performance and completion of the Project in all respects and duly certified to this effect by the Authority, the Authority shall issue a Contract Completion Certificate and the PBG shall be returned to the Bidder.

1.48 Failure to agree with the Terms & Conditions of the RFP

- 1.48.1 Failure of the successful Bidder to agree with any of the terms & conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Authority may award the Contract to the next lowest Bidder or call for new bids in its sole discretion.
- 1.48.2 In such a case, the Authority shall invoke the PBG and/or forfeit the EMD.

1.49 Arbitration post signing of Contract

- 1.49.1 In case, a dispute is referred to arbitration, the arbitration shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.
- 1.49.2 Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties thereof or their respective representatives or assignees at any time in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof, the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the Contract shall appoint/ nominate one Arbitrator each and the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal and their decision would be final and binding on all parties.

1.50 Import license, clearances etc.

1.50.1 The successful Bidder will have to apply to the concerned government authorities for grant of requisite import licenses/foreign exchange for such items as may be required to be imported. Any additional licenses or clearances required under the applicable law will also be the responsibility of the successful Bidder. The Authority will only render assistance, wherever necessary and shall have no responsibility whatsoever in this regard.

1.51 Addresses for correspondence

1.51.1 Relevant addresses for correspondence regarding the Bid are given in the Bid Documents.

1.52 Fraudulent and Corrupt Practices

1.52.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.

1.52.2 Without prejudice to the rights of the Authority under Clause above and the rights and remedies which the Authority may have under the LOA or the Contract, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOA or the execution of the Contract and there is a written proof of such practice, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.

1.52.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

1.52.3.1 “*corrupt practice*” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the award or the Contract, who at any time has been or is a legal, financial or technical consultant/adviser of the Authority in relation to any matter concerning the Project;

1.52.3.2 “*fraudulent practice*” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;

1.52.3.3 “*coercive practice*” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;

1.52.3.4 “*undesirable practice*” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and

1.52.3.5 “*restrictive practice*” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

1.52.4 If it is found that Bidder (s) had engaged in Prohibited Practices in securing and executing the Contract, the Authority reserves the right:

1.52.4.1 not to award Contract to such Bidder,

1.52.4.2 to cancel the Contract, if already awarded. In case of cancellation, the Authority shall be

entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with the provisions of the Bidding Documents. The Authority shall also have the right to forfeit the PBG/EMD of such Bidder, and

1.52.4.3 to ban the business dealing with the Bidder who engaged in Prohibited Practices for a period of 3 years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.

1.53 Conflict of Interest

1.53.1 A Bidder shall not have a conflict of interest that may affect the selection process or the Performance of the Contract by the successful Bidder (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit the EMD without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

1.53.2 The Authority requires that the Bidder provides solutions which at all times hold the Authority’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

1.54 Sub-Contracting

1.54.1 Upon request received from the Contractor, the Authority may allow the Contractor for sub-Contracting the following activities:

- a) Setting up of Charging Infrastructure.
- b) Cleaning and other house-keeping services.
- c) Construction of Bus Depots & Charging related infrastructure.

1.54.2 Authority’s decision shall be final & binding.

1.55 Scope:

The scope of the Project will broadly include the following:

- 1.55.1 **Procurement of Buses:** Procurement of 50 (fifty) fully built battery-operated air-conditioned electric buses and setting up their charging stations. The Bidder shall deploy fully built new AC Electric Vehicle to operation which have never been used for any purpose. The newly built electric vehicle means new vehicle built on a new chassis purchased specifically for this purpose. The buses offered by the Bidder shall have registration done within 3 months on the day of starting of operation. Further, the buses offered by the Bidder shall have valid approvals from the competent authorities notified under the relevant State and Central Government latest rules pertaining to Electric Vehicles.
- 1.55.2 **Construction of Charging Stations, Depots etc.:** The Bidder is required to construct and commission the requisite charging infrastructure, which is universal in its character for the purpose of charging of the EV Buses at suitable locations. The Bidder shall carry out the study for determining the location, quantity of charging stations and the types of chargers to be used after thoroughly understanding the routes of the buses. It shall be the duty of the Bidder to adequately maintain the charging infrastructure developed during the term of the Contract. The electricity charges incurred with relation to the operation of the buses in terms hereof shall be borne by the Bidder.
- 1.55.3 Operation & Maintenance:
- 1.55.3.1 The Bidder shall act as an operator for the operation of the 50 bus services which shall run within the Amaravati Capital Region area.
- 1.55.3.2 The onus of maintenance and operation of the EV Buses rests with the Bidder.
- 1.55.3.3 The Authority will appoint the persons for necessary collection of ridership fee from passengers during the operation of EV Buses and the Bidder shall ensure that each EV Bus has such representative of the Authority for collection of fee at all operating times in each EV Bus operated by the Bidder. The representative of the Authority shall collect the ridership fee from the passengers and then deposit the same into the account prescribed by the Authority from time to time.
- 1.55.3.4 The Bidder shall maintain a harmonious operation environment in the routes assigned.
- 1.55.3.5 The Bidder shall provide services commensurate to the good industry practice to the riders. The Bidder shall endeavour to provide safety to its riders at all times.

- 1.55.3.6 The Bidder shall not be allowed to display any item deemed to be advertisement on the inside or outside of the bus as well as on any land provided by the Authority. The same shall be displayed only after necessary written permission is sought from the Authority and the Bidder shall be solely responsible for the maintenance of the same. Any revenue generated from such advertisement shall be deposited into the account prescribed by the Authority from time to time.
- 1.55.4 **Confirmation to standards and Specifications:** The EV Buses and charging stations are required to confirm to the Technical Specifications provided in the Bidding Documents and amendments therein, if any. The Bidder shall be required to comply with all the latest provisions of the relevant Central Motor Vehicle Rules and Motor Vehicle Act along with any amendments and other statutory and legal Requirements as applicable for electric buses on the date of delivery/ registration of EV Buses.

**PART III - GENERAL CONDITIONS OF CONTRACT (GCC) & SPECIAL CONDITIONS OF
CONTRACT (SCC)**

GENERAL CONDITIONS OF CONTRACT

1.56 Definitions and interpretation

In the Contract, unless the context otherwise requires:

- a) "Letter of Acceptance" means the letter or memorandum communicating to the Contractor the acceptance of his Bid and includes an advance acceptance of his Bid;
- b) "Commercial Operations Date"/"COD" The COD shall be the date which is 75 days from Date of execution of Contract or date of deployment of 10 Contracted Buses, whichever is earlier.
- a) "Contract" means and includes 'Letter of Acceptance', 'Notice Inviting Tender', 'Instructions to Bidders', 'General Conditions of Contract', 'Schedule of Requirements', and includes a repeat order accepted or acted upon by the Contractor and a formal agreement, if executed;
- b) "Contractor " means the person, firm or company with whom the Contract for the supply of the buses is placed and shall be deemed to include the Contractor 's successors (approved by the Authority), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the Contract;
- c) "Sub-Contractor" means any person, firm or company approved by the Authority, from whom the Contractor may obtain any material or equipment/components/fittings to be used in the supply or manufacture of the buses;
- d) "Government" means the 'Government of Andhra Pradesh (GoAP) or "Government of India" as is relevant in the context;
- e) "Inspecting Officer" means the person(s), firm(s) or organization nominated by the Authority for the purpose of inspection of buses or work under the Contract and includes his/their authorised representative;
- f) "Material" means anything used in the manufacture or fabrication of the buses;
- g) "Particulars" include –

- Technical Specifications;
- Drawings;
- "Proprietary mark" or "brand" meaning the mark or brand of a product which is owned by an industrial firm; and
- Any other details governing the construction, manufacture or supply of buses as may be prescribed by the Contract;

h) Inspection

- "Pre-dispatch Inspection" of buses means the inspection of fully built buses to be carried out at the Contractor's manufacturing premises before dispatch to the Authority;
- "Final Inspection" of buses means inspection of the buses to be carried out at any place in Amaravati as desired by the Authority;

The Authority shall carry out inspection of the buses at various stages as per details given in the Technical Specifications. The Authority shall also carry out pre-dispatch inspection of fully built buses at the Contractor's manufacturing premises before these are dispatched to the Authority and issue an inspection certificate. The Contractor shall dispatch the buses only after the Authority has issued satisfactory inspection certificate after pre-dispatch inspection.

On receipt of the buses at the place of delivery, they shall be jointly inspected by the Contractor and the Authority/Authority 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 Authority. 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 Authority as per Clause 1.82 and 1.83 of General Condition of Contract.

- i) "Authority" means Chief Executive Officer, ASSCCL, Amaravati or his authorized representatives;
- j) "Signed" includes stamped.

- k) "Site" means the place specified in the Contract at which any work is required to be executed by the Contractor under the Contract or any other place approved by the Authority for the purpose;
- l) "Services" means services ancillary to the supply of the buses such as transportation and insurance along with the installation & commissioning of electric charging infrastructures etc.;
- m) "Test" means such test(s) as is/are prescribed by the Authority or considered necessary by the Inspecting Officer whether performed or carried out by the Inspecting Officer or any agency acting under the direction of the Authority/Inspecting Officer;
- n) "Works" means all the works specified or set forth and required in and by the said Technical Specifications, General Conditions of Contract, drawings and Schedule of Requirements, hereto annexed or to be implied therefrom or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specification(s), drawing(s) and Schedule of Requirements) and also in such additional instructions and drawings not being in conformity as aforesaid, as shall from time to time, during the progress of the work hereby Contracted for, be supplied by the Authority;
- o) "Writing" or "Written" includes matter, either in whole or in part, in manuscript, type written, lithographed, Photocopied, photographed or printed form under or over signature or seal, as the case may be;
- p) "Bidder" shall mean the prospective Bidder who has purchased the Bid Documents & submitted his Bid against the Notice Inviting Tender;

1.56.1 Words in the singular include the plural and vice-versa.

1.56.2 Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

1.56.3 The heading of these conditions shall not affect the interpretation or construction thereof of the clause.

1.56.4 Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the

General Clauses Act, 1897 (as amended) as the case may be.

1.56.5 Wherever date & period are specified in the Bid Documents for completing some formalities/tasks/ documentations etc., the commencement of the period prescribed for the said completion shall be reckoned from the date of dispatch of the communication by the Authority, even if mentioned otherwise anywhere else.

1.57 Parties to the Contract and their obligations

1.57.1 The parties to the Contract are the Contractor and the Authority.

1.57.2 Any approval that may be given by the Authority or Inspecting Officer on behalf of Authority 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 Technical Specifications and the Contract.

1.57.3 In case of any inter-se conflict between any provisions/stipulations in the Bid Documents or in the Contract, the decision of the Authority for interpretation / application would be final and binding.

1.57.4 The Contractor shall be absolutely liable for the technical design and manufacture of the bus as per the design and final drawings approved by the Authority. It shall not be open to the Contractor to contend at a later stage that a particular change / deviation in the technical parameters / drawings is not compatible with the overall design of the bus or affects Performance. Any losses, whatsoever, which are occasioned on account of the design / technical failure of the bus shall be borne by the Contractor.

1.58 Contract

1.58.1 The Contract shall be for procurement, maintenance & operation of the Buses of the description, Specifications and drawings, and in the quantities set forth in the Contract on the date or dates specified therein. The buses shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting officer and Authority.

1.58.2 The Contract is to be executed and implemented in the approved and workmanlike manner to the entire satisfaction of the Authority, who shall have full power, at every stage of progress, to inspect the buses at such times as he may deem fit and to reject any of the bus/item, which he

may disapprove, and his decision thereon, and on any question of the true intent and meaning of the Technical Specifications shall be final and conclusive.

1.59 Performance Security

- 1.59.1 The Contractor shall furnish a Performance Security in the form of a bank guarantee in the proforma prescribed in the Bid Documents (Annexure- 15) within prescribed timeframe from the date of dispatch of the 'Letter of Acceptance' of the bid by the Authority, for an amount of Rs. 10.00 Crore (Rupees Ten Crore) only (the “Performance Security”). The bank guarantee should be from any Indian nationalized/Scheduled bank or confirmed by any Indian nationalized bank and should be encashable at Amaravati/Vijayawada, Andhra Pradesh.
- 1.59.2 In case furnishing of Performance Security is delayed by the Contractor beyond the period provided in sub-clause 1.47 of ITB, and the Performance Security so submitted is accepted by the Authority, penalty as per Sub Clause 1.59.4 hereinafter shall be levied for the period of delay beyond the time allowed as per sub-clause 14.7 of ITB for submission of the Performance Security. Alternatively, the Authority may declare the Contract as cancelled.
- 1.59.3 If the Bidder, having been called upon by the Authority to furnish the Performance Security, fails to furnish the same, it shall be lawful for the Authority: -
- 1.59.3.1 To recover from the Contractor the amount of Performance Security by deducting the amount from the pending bills of the Contractor;
- 1.59.3.2 To levy penalty in terms of clause 1.59.4 of GCC; or
- 1.59.3.3 To forfeit the EMD and cancel the Contract or any part thereof and to purchase or authorize the purchase of the buses at the risk and cost of the Contractor and in that event, the provisions of sub-clause 1.62.2 shall apply as far as applicable.
- 1.59.4 In case of delay in submission of Performance Security in terms of clause 1.59.2, the Authority shall, without prejudice to other remedies under the Contract, levy/deduct penalty @ 0.5% of the total value of the Contract (inclusive of duties & taxes) for delay of each week or part thereof. The decision of Authority shall be final in this regard. The Contractor agrees that the penalty is a fair and genuine penalty and he shall not dispute the same in any manner. The penalty shall be recovered from EMD and/or from any bill of the Contractor submitted against any Contract.

- 1.59.5 The Authority shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or Performance in all respects of the Contract or any part thereof to the satisfaction of the Authority. The Authority shall also be entitled to deduct from the amount of the Performance Security any loss or damage which the Authority may suffer or be put to by reason of or due to any act or other default, recoverable by the Authority from the Contractor in respect of the Contract in either of the events aforesaid to call upon the Contractor to maintain the amount of the Performance Security at its original limit by furnishing fresh bank guarantee of additional amount. Provided further that the Authority shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Authority.
- 1.59.6 As and when an amendment is issued to the Contract and the same has an impact on amount and validity of Performance Security, the Contractor shall, within fifteen days of the receipt of such an amendment, furnish to the Authority an amendment to the Performance Security rendering the same valid for the Contract as amended.
- 1.59.7 The Performance Security and or any amendment thereto shall be executed on a stamp paper of requisite money value in accordance with the laws applicable in India.

1.60 Delivery

- 1.60.1 **Delivery Period:** Prototype of bus duly certified for all statutory Requirements with respect to the bus, its components & its aggregates as covered under CMVR, MV Act, APMVR, Technical Specifications (Part-V), any other statutory Requirements etc. complete in all respects will be provided for inspection and approval within 30 (thirty) days from the date of issuance of the Letter of Acceptance. The Authority/Inspecting Officer shall conduct necessary tests and trials on such prototype to ensure that it conforms to the Technical Specifications and other statutory Requirements. The Contractor shall ensure that all defects and deficiencies, if any, notified by the Authority/Inspecting Officer or otherwise are rectified and the Prototype conforms with the Technical Specifications. If the Contractor fails to get the approval of the prototype within 30 days of inspection of the prototype, the Authority shall take actions as per provisions of the Contract.
- 1.60.2 Upon approval of the prototype in accordance with the provision above, the Contractor shall procure the remaining EV Buses in accordance with the provisions of the

Schedule of Requirement and shall comply with timelines specified therein. The Contractor agrees that the EV Buses shall include the same Specifications and standards as the approved prototype. . If the Contractor fails to deliver the EV Buses as per the Schedule of Requirements, the Authority shall take actions as per provisions of the Contract.

- 1.60.3 The Contractor shall commence the operation of the EV Buses within 15 days of receipt of buses at the Authority's end as per the delivery Schedule mentioned in the Schedule of Requirement. If the Contractor fails to commence the operation of the EV Buses during aforesaid period, the Authority shall take actions as per the provisions of the Contract.
- 1.60.4 The Authority shall not be liable to render assistance to the Contractor in securing or in arranging or providing transport for the EV Buses.
- 1.60.5 The Contractor shall give notice for pre-dispatch inspection of the EV Buses for each instalment latest by the first working day of the month in which the said buses are Scheduled for delivery failing which Authority shall not be liable for delay in inspection and supplies of the EV Buses.
- 1.60.6 Notwithstanding any inspection and approval by the Inspecting Officer/Authority, the ownership of the EV Buses shall rest with the Contractor for the term of the Contract. The Contractor shall ensure that the EV Buses are registered with RTO, Vijayawada/Amaravati. All the associated charges required for the purpose of making the bus operable at Amaravati shall be borne by the Contractor only. The Authority shall have no liability arising out of the above.

1.61 Notification of dispatch

- 1.61.1 Notification of dispatch in regard to each and every instalment shall be made to the Authority, immediately on dispatch. The Contractor shall further supply to the Authority, or the authorised representative, as the case may be, the date of dispatch and other related details of the EV Buses.

1.62 Contractor's Performance

- 1.62.1 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 EV Buses shall be the essence of the Contract and delivery must be completed not later than the date (s) so specified or extended.

- 1.62.2 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 Authority for the purpose of ascertaining the progress of the deliveries as well as ascertaining the due Performance of the Contractor under the Contract.
- 1.62.3 In case of any delay by the Contractor in the Performance of his obligations for delivery and commissioning of EV Buses, the Authority at his discretion may take the following actions:
- 1.62.3.1 Terminate the Contract for unsupplied quantity; and/or
- 1.62.3.2 Forfeit the Performance Security; and/or
- 1.62.3.3 Effect purchases at the Contractor's risk and cost for the unsupplied quantity as per clause hereinafter; and/or
- 1.62.3.4 Extend the delivery period for the unsupplied/ non-commissioned quantity with imposition of pre-estimated liquidated damages and duties and taxes.
- 1.62.4 If at any time during Performance of the Contract, the Contractor should encounter conditions beyond his control impeding timely delivery of the EV Buses, the Contractor shall promptly notify the Authority 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 Authority 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.
- 1.62.5 The Contractor shall notify the Authority, 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.

1.63 Liquidated damages for Supply of buses

- 1.63.1 Subject to clause 1.66, if the Contractor fails to deliver any or all of the EV Buses or fails to complete the commissioning of same within the period (s) specified in the Contract, the Authority shall, without prejudice to other remedies under the Contract, levy/deduct pre-estimated liquidated damages @ 0.25% of the total value of the buses (inclusive of duties & taxes) which the Contractor has failed to deliver/commission within the period fixed for delivery/commission for delay of each week or part thereof. The decision of Authority shall be

final in this regard.

1.63.2 The amount of pre-estimated liquidated damages to be charged under the Contract shall not exceed 5% of the total value of Contract (inclusive of duties & taxes).

1.64 EVENT OF DEFAULT AND TERMINATION

1.64.1 OPERATOR'S EVENT OF DEFAULT : Any of the following events shall constitute an Event of Default by the Operator ("Operator's Event of Default") unless such event has occurred as a result of a Force Majeure Event:

1.64.1.1 Operator is in breach of any of its obligations under this Agreement and the same has not been remedied for more than [60 (sixty)] days;

1.64.1.2 A resolution for voluntary winding up has been passed by the shareholders of the Operator;

1.64.1.3 Any petition for winding up of Operator has been admitted and liquidator or provisional liquidator has been appointed or Operator has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Operator under this Agreement;

1.64.1.4 Operator fails to comply with the Applicable laws, rules and regulations.

1.64.1.5 Operator does not abide by Consortium conditions specified in Agreement and elsewhere in the RFP.

1.64.1.6 Operator does not share APIs and Interfacing protocols of its ITS equipment with Authority .

1.64.1.7 Any representation made or warranties given by the Operator under this Agreement or under the RFP document is found to be false or misleading.

1.64.1.8 Operator fails to maintain/refurbish/replenish the Performance Security as per terms of this Agreement.

1.64.1.9 Operator stands incapable of supply of fully built bus as per the Specifications and Delivery Schedule.

1.64.1.10 Operator suspends or abandons the operations of Contracted Buses without the prior

consent of Authority, provided that the Operator shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by the Authority.

- 1.64.1.11 The Operator repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- 1.64.1.12 The Operator failed to make any payments/damages/damages due to Authority within period specified in this Agreement or indicated by Authority without any valid reason.
- 1.64.1.13 The Operator failed to perform any of the Operator's obligations, which has a Material Adverse Effect on the Agreement
- 1.64.1.14 Operator creates an Encumbrance over the Contracted Buses, Bus Depot, Terminals or Parking Spaces.
- 1.64.1.15 Operator fails to adhere to the timelines set forth in the Agreement for Performance of Operator's obligations there under; and reason thereof damages exceeds value of Performance Security;
- 1.64.1.16 Repeated occurrence of breach of Operator's obligations specified in this Agreement and which shall not be remedied in Remedial Period specified by Authority; and
- 1.64.1.17 Any other default/breach of its obligation by the Operator, for which default/breach termination has been prescribed in terms of this Agreement.
- 1.64.1.18 The Operator fails to repay any debt/loan raised by the Operator for the purpose of financing the Bus Body Building from institutional Lenders such as Banks.
- 1.64.2 **AUTHORITY'S EVENT OF DEFAULT:** Any of the following events shall an Event of Default by the Authority (Authority's Event of Default) unless such event has occurred as a result of a Force Majeure Event:
- 1.64.2.1 The Authority is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of occurrence thereof.
- 1.64.2.2 The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement (for example Authority fails to renew stage carriage

license/permit, demands withdrawal of the Contracted Buses etc.)

1.64.3 TERMINATION DUE TO EVENT OF DEFAULT

1.64.3.1 Termination for Operator's Event of Default

1.64.3.1.1 Without prejudice to any other rights or remedies, which the Authority may have under this Agreement, upon occurrence of an Operator Event of Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Operator; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Operator of its intention to issue such Termination Notice and grant minimum 45 (Forty Five) days or such other reasonable period as the Authority deems fit at its sole discretion to the Operator to remedy the default ("Remedial Period") and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default to the satisfaction of the Authority, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Agreement.

1.64.3.1.2 In the event of termination for an Operator Event of Default, the Authority shall:

- i. In case such termination occurs due to non-supply of buses as per agreement conditions,
 - a. Release bus(es) supplied to Authority to the Operator
 - b. Be entitled to invoke and retain the Performance Security amount in full;
- ii. In case such event occurs after COD
 - a. Takeover peaceful possession without any Encumbrance of, Bus Parking Space, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator.
 - b. Be entitled to invoke and retain the Performance Security amount in full;
 - c. Release bus(es) under operation from the duty.

1.64.4 Termination for Authority's Event of Default

1.64.4.1 Without prejudice to any other right or remedies which the Operator may have under this Agreement, upon occurrence of Authority's Event of Default, the Operator shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Operator shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 45 (Forty Five) days or reasonable period to the Authority to remedy the default and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default, issue a Termination Notice.

1.64.4.2 Upon Termination of this Agreement on account of Authority's Event of Default, the Authority shall:

- i. Pay any sum due and payable as the Operation Payment by the Authority till date of such termination
- ii. Takeover peaceful possession without any Encumbrance of all Bus Depots, Terminals, and/or Parking, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator
- iii. Refund/release of Performance Security in full provided there are no outstanding dues of the Authority on the Operator

1.64.5 HANDBACK ON TERMINATION

1.64.5.1 The operator shall retain the title and ownership of Contracted Buses in relation to the Project under this Agreement during the Agreement Period.

1.64.5.2 After successful completion of agreement period, operator shall hand over all assets of the SPV including but not limited to contracted Buses with Battery ,buildings, workshops, charging infrastructure ,all operational documents ,hardware, software, firmware, and deliverables on board installed by the Authority in sound condition.

1.64.5.3 Deleted

1.64.5.4 In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover free from Encumbrances the peaceful

possession of all awarded/allotted Bus Depots, Parking Spaces, Terminals, and any other assets installed or developed by operator including without limitation any and all hardware, software, firmware, and deliverables in sound condition.

1.64.5.5 The Operator shall have no right to seek the transfer of the Bus Parking Spaces or any other Movable or immovable asset that may be provided by the Authority to the Operator, and the Authority shall retain the title, and ownership in relation to such assets at all times.

1.64.5.6 Any immovable infrastructure, which may be constructed by the Operator shall be transferred by the Operator to the Authority.

1.65 Consequence of rejection

1.65.1 If any consignment of EV Buses is rejected by the Inspecting Officer or by the Authority during the testing, trials and commissioning and the Contractor fails to remedy any defects and deficiencies so notified within 30 days of such notification of rejection, the Authority shall be at liberty to: -

1.65.1.1 require the Contractor to replace the rejected buses forthwith but in any event not later than a period of 30 days from the date of expiry of the rectification period and the Contractor shall bear all costs of such replacement including freight and insurance etc., if any, on such replacement and shall not be entitled to any extra payment on that or any other account; or

1.65.1.2 purchase or authorize the purchase of quantity of the buses rejected of same or similar description (when buses exactly complying with "Particulars" are not, in the opinion of the Authority which shall be final, readily available) without notice to the Contractor at his risk and cost and without affecting the Contractor 's liability as regards the supply of any further instalments due under the Contract; or

1.65.1.3 cancel the Contract and purchase or authorize the purchase of the buses of same or similar description (when buses exactly complying with Particulars are not, in the opinion of the Authority which shall be final, readily available) at the risk and cost of the Contractor. In the event of action being taken under 1.65.1.2 above or under this Para, the provisions of clause 1.64.1 will apply as far as applicable.

1.66 Force majeure

- 1.66.1 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 is not foreseeable.
- 1.66.2 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 fulfilment of Contract shall be postponed during the period when such circumstances are operative.
- 1.66.3 The party which is unable to perform its obligations under the present Contract shall, within seven (07) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. There shall be no change in prices under the Contract on account of any change in the tax or any duties.
- 1.66.4 Any waiver/extension of time in respect of the delivery of any instalment or commissioning of EV Buses shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries or commissioning of EV Buses.
- 1.66.5 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.
- 1.66.6 Notwithstanding the provision of Clauses 1.65, 1.66 & 1.67 of the GCC, 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.

1.67 Acceptance of buses received after the expiry of the delivery period

- 1.67.1 The Contractor is required to complete the supply within the periods stipulated under the Contract. In case Contractor fails to complete the entire/part quantity of supply within the stipulated delivery period, the Authority, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery period shall be subject to following conditions:

- 1.67.1.1 The Authority will recover the pre-estimated liquidated damages from the Supplier as per clause 1.63 on the buses which the Contractor has failed to deliver within the period fixed for such delivery.
- 1.67.1.2 Notwithstanding any stipulation in the Contract for increase in price on any other ground, no such increase, which takes place after the delivery date stipulated in the Contract, shall be admissible on such of the said buses as are delivered after the said date.
- 1.67.1.3 The Authority shall be entitled to the benefit of any decrease in price on account of reduction in GST and duties or on account of any other ground which takes place during the currency of the Contract and/ or after the expiry of the delivery date stipulated in the Contract. The Contractor shall allow the said benefit in his bills and in the absence thereof shall certify that no decrease in price because of any of these factors has taken place.

1.68 Progress reports

- 1.68.1 The Contractor shall, from time-to-time, render such reports concerning the progress of the Contract including the supply of buses and the due monthly Performance.
- 1.68.2 The submission, receipt and acceptance of such reports shall not prejudice the rights of the Authority under the Contract, nor shall operate as an estoppel against the Authority merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report.

1.69 Indemnity

- 1.69.1 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 Authority against all claims which may be made in respect of the EV 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 Authority, the Authority 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.

1.70 Safety measures

- 1.70.1 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 Authority.

- 1.70.2 The Contractor should abide by and conform to all the rules and regulations of Authority 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 Authority.
- 1.70.3 The Contractor should ensure that while working in the premises/depots of Authority, unauthorized, careless or inadvertent operation of installed equipment which may result in accident to staff and/or damage to equipment, does not occur.
- 1.70.4 The Contractor should indemnify and keep the Authority 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 Authority and any loss or damage to property of Authority 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.

1.71 Corrupt Practices

- 1.71.1 The Bidder/Contractor shall not offer or give or agree to give to any person in the employment of the Authority or working under the orders of the Authority any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Authority or for showing any favour or forbearing to show disfavour to any person in relation to the Contract or any other Contract with the Authority. Any breach of the aforesaid condition by the Bidder/Contractor, or any one employed by him or acting on his behalf, under chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants, shall entitle the Authority to cancel the Contract and all or any other Contracts with the Contractor and to recover from the Bidder/Contractor the amount of any loss arising from such cancellation in accordance with the provisions of clause 1.64.3.2.1 as applicable.
- 1.71.2 Any dispute or difference in respect of either the interpretation, effect or application of the above sub-clause or of the amount recoverable there under by the Authority from the Bidder/Contractor, shall be decided by the Authority, whose decision thereon shall be final and binding on the Bidder/Contractor.

1.72 Insolvency and breach of Contract

1.72.1 The Authority 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 :-

1.72.1.1 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

1.72.1.2 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

1.72.1.3 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 Authority and provided also the Contractor shall be liable to pay to the Authority any extra expenditure he is thereby put to and the Bidder/Contractor shall, under no circumstances, be entitled to any gain.

1.73 Laws governing the Contract

1.73.1 This Contract shall be governed and interpreted in accordance with the laws of India.

1.73.2 Irrespective of the place of delivery and the place of payment under the Contract, the Contract shall be deemed to have been made at Amaravati i.e. the place in India from 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.

1.73.3 Jurisdiction of Courts. - The Courts of Vijayawada / Amaravati, the place from where the 'Letter of Acceptance' of bid has been issued (Amaravati) and where the Contract is to be performed by supplying, operation and maintaining the buses, alone shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the Contract.

- 1.73.4 Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970 for the supply of buses manufactured:
- 1.73.4.1 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 indemnify the Authority from and against any claims under the aforesaid Act and the Rules.
- 1.73.4.2 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.
- 1.73.4.3 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.
- 1.73.4.4 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.
- 1.73.4.5 In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Authority 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 Authority due to the Contractor 's failure to fulfil his statutory obligations under the aforesaid Act or the Rules, the Authority 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 Authority under sub-section (2) of section 20, and sub-section (4) of section 21, of the aforesaid Act, the Authority shall be at liberty to recover such amount or part thereof by deducting it from the amount of the Performance Security and/or from any sum due by the Contractor to the Authority, whether under the Contract or otherwise. The Authority 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 Authority full Security for all costs for which the Authority might become liable in contesting such claim. The decision of the Authority regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

1.74 DISPUTE RESOLUTION

1.74.1 Amicable Resolution

1.74.1.1 Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non-completion of the Agreement between the Parties and so notified in writing by either Party to the other (the “Dispute”) in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth below.

1.74.1.2 Either Party may require the Dispute to be referred to the CEO, ASSCCL for amicable settlement. Upon such reference, both the Parties and the CEO shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions of clause 1.74.2 below.

1.74.2 Arbitration

1.74.2.1 Arbitrator

1.74.2.1.1 In the event of any dispute arising between the Parties in relation to or under this Contract, the same shall be settled by arbitration conducted by an arbitration tribunal consisting of three arbitrators, one to be appointed by each Party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding.

1.74.2.2 Place of Arbitration

1.74.2.2.1 The place of arbitration shall be Amaravati, Andhra Pradesh.

1.74.2.3 Language

1.74.2.3.1 The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

1.74.2.4 Procedure

1.74.2.4.1 The procedure to be followed within the arbitration/arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

1.74.2.5 Enforcement of Award

1.74.2.5.1 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

1.74.2.6 Fees and Expenses

1.74.2.6.1 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

1.74.2.7 Performance during Arbitration

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

1.75 Secrecy

1.75.1 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.

1.75.2 Any breach of the aforesaid conditions shall entitle the Authority to cancel the Contract and to purchase or authorize the purchase of the EV Buses at the risk and cost of the Contractor in accordance with Clause hereof as applicable.

1.76 Programme of design, manufacture, supply, testing and commissioning of buses

1.76.1 The Contractor shall, whenever required by the Authority or Authority's Representative, also provide in writing for their information a general description of the arrangements and methods which the Contractor proposes to adopt for the completion of various activities. If at any time it should appear to the Authority that the actual progress of work does not conform to the programme of manufacture, the Contractor shall produce at the request of the Authority revised programme showing the modifications to the approved programme necessary to ensure completion of the work within the time for completion stipulated in the Contract. The submission to and approval by the Authority or Authority's Representative of such programme or the furnishing of such particulars, shall not relieve the Contractor of any of his duties or responsibilities or obligations under the Contract. The Authority shall have full power and authority during progress of work to issue such instructions; as may be necessary for the proper and adequate execution of the Contract and remedying of any defects therein. The Contractor shall carry out and be bound by the same.

1.77 Contractor's responsibility

1.77.1 The Contractor shall be entirely responsible for the execution of the Contract including, but not limited to, the supply of EV buses, provision of charging infrastructure, maintenance of the EV Buses and harmonious operation of the EV Buses on the allocated routes, strictly in accordance with the terms of the Contract.

1.77.2 The Contractor shall manufacture and deploy the EV Buses as per the Particulars and Technical Specifications given by the Authority in this RFP document.

1.77.3 The Contractor shall be responsible for taking all the necessary approvals and permissions from the Government of India and from the Government of Andhra Pradesh 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.

1.77.4 The Contractor will be responsible for any defect or failure of EV Buses or the equipment

provided in these EV Buses due to defective design, material or workmanship, for the entire term of the Contract.

1.77.5 The Contractor shall be responsible for and shall ensure that all the buses deployed should undergo regular maintenance so that the users do not face inconvenience due to want of maintenance. The Contractor will be required to station requisite number of competent engineers/ supervisors along with necessary spare parts during the currency of the Contract at his cost. However, at least one competent engineer will necessarily be stationed at Amravati during the entire term of the Contract for the evaluation of the Performance of the EV Buses & keeping liaison with the Authority. Necessary technical personnel will also be deputed by the Contractor at his cost for investigating defects and failures and carrying out modifications as and when required during the term of the Contract.

1.77.6 The Contractor shall construct the Electrical Charging infrastructure of universal nature for the proper charging of the EV Buses. All the associated charges required for the functionality of the Charging Stations including the electricity charges shall be borne by the Contractor. The role of the Authority shall be of a facilitator (and not a doer) for procuring the requisite permissions for setting up of the Charging Stations. The land required for setting up of the stations shall be arranged by the Authority.

1.77.7 Notwithstanding anything contained in Clause no. 1.54, the Contractor shall endeavour to operate and maintain the EV buses and all the associated assets created herein pursuant to this contract, to the satisfaction of the Authority along all the routes.

1.77.8 The Authority will appoint the conductor who shall collect the ridership fee from the passengers and deposit the same into the account prescribed by the Authority from time to time

1.78 Approval of design

1.78.1 Any approval of the design of the EV Buses by the Authority shall mean 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 the EV buses. The Contractor when submitting design proposals for approval to the Authority, shall draw specific attention to the deviation or departure from the specification/drawing included in the Contract.

1.79 Quality assurance plan/inspection

- 1.79.1 The Contractor shall formulate a Quality Assurance Programme (QAP) to ensure quality product. QAP shall cover quality assurance procedures to be followed during all stages of design, planning, procurement, manufacture, testing, commissioning and servicing. The EV Buses manufactured will conform to bus code 052 (Code of Practice for Bus Body Design and Approval) and certificate to this effect shall be produced for each EV Bus.
- 1.79.2 The Authority shall carry out inspection of the EV Buses at two stages. First shall be before approving prototype as per details given in the Technical Specifications. The Authority shall also carry out pre-dispatch inspection of fully built EV Buses at the Contractor's manufacturing premises before these are dispatched to the Authority and issue inspection certificate in respect thereof. The Contractor shall dispatch the EV Buses only after Authority has issued satisfactory inspection certificate after pre-dispatch inspection.

1.80 Inspection of buses at destination station

- 1.80.1 On receipt of the EV Buses at the place of delivery, these shall be jointly inspected by the Contractor and the Authority for completeness and satisfactory condition of all equipment/components. Damages, defects and deficiencies, if any, shall be noted and the Contractor shall initiate immediate action for rectify the same under advice to the Authority. Any delay in testing and commissioning of these EV Buses due to this will be to the Contractor's account and will be dealt with by the Authority as per the terms of the Contract.
- 1.80.2 EV Buses shall be subjected to detailed tests and field trials as prescribed in the Technical Specification of the Bid Documents. Any modifications found necessary as a result of these tests or further service trials shall be incorporated by the Contractor at his own cost in these EV buses in a manner approved by the Authority. Upon completion of the above to the satisfaction of the Authority, the EV Buses shall be placed on the designated routes for operation.

1.81 Removal of rejected buses

- 1.81.1 On rejection of any EV Bus subjected to inspection or assessment of Performance during testing and commissioning at a place other than the premises of the Contractor, such EV Buses shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 30 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 Authority is entitled, without prejudice to his other rights, to retain the rejected EV Buses till the price paid for such EV Buses is refunded by the Contractor. Such retention shall not in any circumstances be deemed to be acceptance of the EV Buses or waiver of rejection thereof.

1.81.2 All rejected EV Buses shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such EV Buses are not removed by the Contractor within the period aforementioned, the Inspecting Officer/ Authority may remove the rejected EV Buses and either return the same to the Contractor at the risk and cost of the Contractor by such mode of transport as the Authority or Inspecting Officer may decide, or dispose off such EV 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.

1.82 Payment procedure

1.82.1 Where there is a statutory Requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Contractor at rates as notified from time to time.

1.83 Modifications of drawings

1.83.1 The Contractor , after inspection, testing and commissioning of the EV 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 Authority 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.

1.84 Submission of drawings

1.84.1 The Bidder shall be required to provide two sets of general drawings to scales comprising of elevations -sides, front & rear ends along with main dimensions, isometric views, exterior & interior details, seating layouts, environmentally friendly colour scheme of their choice

(Although colour scheme will be finalized in consultation with the Authority) etc. during prototype. Two complete sets of microfilm and Compact Disc (CD) loaded with the fabrication drawings along with two sets of hard copies and other documents as specified in Technical Specifications shall be supplied by the Contractor to the Authority in advance of dispatch of the Prototype Bus from the manufacturer's works. The Bidder shall submit the coach builder drawings and seating layouts along with the bid."

1.85 Insurance

- 1.85.1 For the buses manufactured in India using imported aggregates, all associated insurance covering transit risk upto ultimate destination in India (ultimate Authority) will be arranged and paid for by the Bidder.
- 1.85.2 The buses shall have to be insured by the Bidder at its own cost for full comprehensive insurance and regular instalments of insurance shall have to be paid by the Bidder from time to time throughout the period of Contract.
- 1.85.3 For the buses manufactured in India, the Authority shall not arrange for any transit insurance etc. separately and the Bidder will be responsible till the ordered quantity of all the buses arrive 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.
- 1.85.4 The Authority will inform the Bidder within 30 days of the arrival of buses at the destination, any loss/ damage etc. of the buses and it shall be the responsibility of the Bidder to lodge the necessary claim on the carrier and/or insurer and pursue the same. The Bidder shall, however, at his own cost replace/rectify the buses lost/damaged to the entire satisfaction of the Authority, within 30 days from the date of dispatch of intimation from the Authority, without waiting for the settlement of the claim.
- 1.85.5 The Operator shall keep the buses roadworthy in terms of MV Act, 1988., CMV Rules 1989 or latest rules made thereunder from time to time by carrying out necessary maintenance and repairs at his own cost. The Operator shall submit a photocopy of MV Tax, insurance premium paid to the Authority or its assigns in respect to all the electric buses offered from time to time.
- 1.85.6 The successful Bidder 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.

1.86 Photographs etc.

1.86.1 While the EV Buses are under manufacture, photographs shall be taken of the various assemblies and sub-assemblies, in various stages of production and of parts which cannot be conveniently photographed after assembly such as body side, end wall & roof frames, under frame members, etc.

1.87 Service engineering

1.87.1 The Contractor shall furnish information on the maintenance Practices to be followed for these EV buses manufactured to conform to Technical Specification or similar to those offered against the tender, clearly spelling out the following:

1.87.1.1 Maintenance standards including clearances and tolerances at various locations and permissible limits of wear for good Performance, riding comfort and operational efficiency.

1.87.1.2 Inspection procedure and periodicity of various inspection Schedules in detail including the gauging Practices.

1.87.1.3 Maintenance procedures.

1.87.1.4 Facilities required for maintenance, giving detailed information on the following:

1.87.1.4.1 Plant & Machinery required for maintenance.

1.87.1.4.2 Gauges, jigs and fixtures and tools required during maintenance

1.87.1.4.3 Space Requirements for maintenance facilities.

1.88 Environmental conditions

1.88.1 The environmental conditions specified in Technical Specification of the Bid Documents are for the general guidance of the Manufacturer/Contractor. Further specific information required, if any, shall be ascertained from the Authority.

1.89 Technical Requirements

1.89.1 The Manufacturer/ Contractor is expected to provide all the items required for proper functioning of the EV buses in accordance with the best current international Practices whether included in these Specifications or otherwise. **The buses shall be highly energy efficient and shall not lead to any climate change.**

1.90 R.T.O. Requirements

1.90.1 The Contractor shall ensure and procure necessary insurance, registration and FC etc., of the EV Buses before commissioning. The Contractor shall observe RTO restrictions regarding height, width, overhang of vehicles and emission norms and the Contractor shall make his own arrangement to get the EV Buses registered permanently and getting F.C. from RTO Vijayawada/Amaravati. The vehicles have to be registered at Amaravati, Andhra Pradesh.

1.91 Use of proven indigenous equipment

1.91.1 The Contractor shall make effort to utilize indigenous equipment for use on the EV buses to the maximum extent possible.

1.92 Amendments

1.92.1 The Authority, without prejudice, can make amendments, and/or modifications in the Contract in writing up to date of issue of Letter of Acceptance. Also, the amendments or modifications to the Contract relating to scope of work subsequent to the events leading to change in procedure can be brought into effect upon mutual consent between the Authority and Contractor.

1.93 Authority address

1.93.1 The address to which correspondence/notices and documents relating to the Contract should be sent to the address mentioned in the Fact Sheet.

SPECIAL CONDITIONS OF CONTRACT

1.94 Contract Validity Period :

1.94.1 Seven (7) years from the date of Letter of Acceptance of the contract. During the Contract validity period, the Contractor would be bound for faithful execution of the Contract. The Contract period maybe extended for 3 years based on mutual agreement by both sides.

1.95 OBLIGATIONS OF THE CONTRACTOR –

1.95.1 Intelligent Transport System (ITS):

The bus would be fitted with ITS systems meeting the UBS II Specifications as mentioned in Technical Specification Part V.

It shall consists the following sub systems but not limited to .

- Passenger Information System (PIS) - audio and video
- Automatic Vehicle Location system (AVL)
- Security camera network system (SCN)
- Vehicle Health monitoring and diagnostics (VHMD)
- On-board pole mounted AFC.
- Real Time Information and Management System with ETA
- Emergency Alarming System

1.95.2 Contractor will prepare Depot layout plan as per the Good Industry Practice.

1.95.3 Site level distribution of power and other utilities (MEP) for the depot as well as at the charging station shall be carried out by the Contractor.

1.95.4 The onus of construction of Electrical Charging Infrastructure lies with the Contractor. The Contractor shall construct the same as per the latest Specifications available in the market and keeping in mind the serviceability and scalability.

1.95.5 The Contractor shall ensure that all the sites handed over to them for development of the physical assets shall be kept free from encumbrances. The Contractor shall deploy a Security personnel for the same purpose.

1.95.6 Maintenance of the depot, parking space and workshop shall be taken care of by the Contractor

1.95.7 The Contractor shall timely make the provision of insurance for buses and created assets like depot, charging infrastructure etc.

1.95.8 Quarterly tax on passenger capacity relating to transport shall have to be complied with by the Contractor.

1.95.9 The Contractor shall pay all the relevant taxes payable to the Government on time and not default the same at any point of time.

1.96 OBLIGATIONS OF THE AUTHORITY–

1.96.1 The Authority shall procure and make available Stage carriage permit to the Contractor. It shall be the onus of the Authority to ensure its validity intact at any point of time.

1.96.2 All toll charges will be reimbursed on actual by the authority to the Contractor.

1.96.3 The Authority shall provide the land for the purpose of Depot (rent-free) at Amaravati for the duration of the project. Also, the space required for setting-up of the civil infrastructure required for setting up charging stations, shed/workshop, etc. shall be provided by the Authority on rent free basis.

1.96.4 It shall be the responsibility of the Authority to provide the Power supply - 11kva line till site. But it is expressly clarified that the energy charges arising out of the same shall be borne by the Contractor.

1.96.5 The Authority shall also be responsible for making the provision of other utilities like water supply & sewerage till site.

1.96.6 The Authority shall be responsible for marketing/ branding of the Project;

PART IV - SCHEDULE OF REQUIREMENTS (SOR)

1.1 SCHEDULE OF REQUIREMENTS (SOR)

Sl. No.	Name of work	Quantity
1	APPOINTMENT OF OPERATOR FOR PROCUREMENT, OPERATION & MAINTENANCE OF FULLY BUILT AIR-CONDITIONED ELECTRIC CITY BUS ON GROSS COST MODEL	50 Nos

1.2 SCOPE OF WORK:

The Operator shall throughout the term of the Contract:

- 1.2.1 operate the EV Buses in compliance with terms contained herein including but not limited to the routes, frequency and Schedules as may be specified by the Authority from time to time;
- 1.2.2 provide duly licensed drivers to ensure the continued and uninterrupted Bus Service in accordance with the terms contained herein and as per Applicable Law;
- 1.2.3 ensure that all drivers, staff and personnel (whether appointed/employed on a permanent or temporary basis) are provided the required training on driving, safety, behavior and hygiene aspects;
- 1.2.4 at his own cost and expenses procure and maintain all requisite clearances required for the purposes of providing Bus Services as per the terms of this Contract;
- 1.2.5 Maintain the EV Buses in good operable conditions in accordance with Good Industry Practices and Operation and Maintenance Requirements set forth in the Contract.
- 1.2.6 ensure that safety and Security of passengers and any third person on the EV Buses is maintained at all times;
- 1.2.7 bear all taxes as may be levied under Applicable Law in relation to the Bus Services, save and except those taxes which are the responsibility of the Authority as per the terms of this Contract and Applicable Law;

- 1.2.8 subject to prior written approval of the Authority, develop and establish a facility for the purposes of maintenance of the Buses at its own cost and expense, and staff it with trained professionals for the purposes of maintenance of EV Buses;
- 1.2.9 ensure any equipment installed on the Buses including any monitoring device or equipment that is installed by the Authority is not tampered with in any manner; and that the Authority and its authorized personnel, are allowed to inspect the equipment installed on the EV Buses at any time without any notice in this regard;
- 1.2.10 Adverse operating conditions shall not affect Contractual obligations and parameters of Performance under the Contract. Wear and tear of the EV Buses due to bad road conditions, rains, flooding of roads, heavy traffic etc. shall not be considered an adequate defense on the part of the Operator for not fulfilling his Contractual obligations as per the Contract.
- 1.2.11 ensure that all Applicable Laws including but not limited to the Minimum Wages Act, 1948 are complied with in relation to appointment, hire, recruitment, of any personnel (whether on temporary, Contractual or permanent basis) required in relation to the operation and maintenance of Bus Service;
- 1.2.12 Regular monthly reports to the Authority as per the format of reports as may be instructed by Authority from time to time; and
- 1.2.13 Carry out all activities necessary for the effective implementation of the provisions of this Contract.
- 1.2.14 The operator should facilitate smooth uninterrupted two way communication between the Authority's ICCC & the EV Bus.

1.3 ROUTES AND SCHEDULES

- 1.3.1 The Operator shall operate within the jurisdiction of the Andhra Pradesh Capital Region only and shall restrict its movement outside the area without prior consent from the Authority.
- 1.3.2 DELETED.
- 1.3.3 DELETED.
- 1.3.4 The Operator shall ensure that the Buses are operated on the pre-determined Routes, frequency

and Schedules and other Requirements as specified in the Fleet Deployment Plan to be supplied by the Authority at later date and as specified by the Authority from time to time in accordance with the operation and maintenance standards specified herein.

- 1.3.5 In the event the Operator makes any un-scheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any Requirement of the Fleet Deployment Plan or specific instructions notified by the Authority in relation thereof, it shall be liable for the penalty set forth in this Contract.
- 1.3.6 The Authority may, in consultation with other government authorities/bodies having authority in this regard, amend the routes mentioned hereinabove to ensure that the operation of EV Buses is in full compliance of the applicable laws and regulations.

1.4 FARE AND FARE COLLECTION

1.4.1 Passenger Fare Determination:

The Authority shall determine the quantum of passenger fare that will be charged from the users/passengers of the Buses or persons who avail of the Bus Service.

1.4.2 Passenger Fare Collection:

The Authority shall appoint Conductors for collection of fare revenue for a period of 6 months to 1 year till the AFC system installed. Bidder must make provision for implementation of Onboard Automatic Fare Collection Systems (AFCS) by authority.

1.5 ADVERTISEMENT ON THE BUSES

The Authority shall have exclusive rights over display of advertisements. Operator shall ensure physical internal layout of the bus and also maintain the same, which will enable display of following advertisements.

1.5.1 Internal advertisement on bus –

1.5.1.1 TV screen behind the driver seat.

1.5.1.2 Intranet Wi-Fi facility.

1.5.1.3 Passenger hand holder.

1.5.1.4 Back side of Passenger seat

1.5.2 External advertisement on bus –

1.5.2.1 Authority shall provide the full detailed external advertisement to the operator 15 days prior to delivery of the bus. The operator shall be responsible to get the bus painted accordingly at no additional cost. Authority shall pay at actuals except for the first time branding of the Bus.

1.5.3 Advertisement on bus depot.

1.5.3.1 The Authority shall have full exclusive rights over the bus depot area.

1.6 PAYMENTS TO THE OPERATOR FOR KILOMETER CHARGE

1.6.1 Bus Kilometers for any particular Contracted Bus of a particular type shall comprise of the following:

1.6.1.1 Distance travelled by the Contracted Bus assigned on given Route(s).

1.6.1.2 Distance travelled by a Contracted Bus as per deployment Plan.

1.6.1.3 Distance travelled by a Contracted Bus, which is outside the deployment Plan but approved by the Authority for specific and special Requirements.

1.6.1.4 Distance travelled by the Contracted Bus from the Bus Depot/Parking Space to the first point of loading passengers at the commencement of its service on a day and Distance travelled by the Contracted Bus from its last passenger stop as per the deployment Plan to the Bus Depot/Parking Space at the end of the day's service.

1.6.2 Bus kilometers shall not constitute the following

1.6.2.1 Any kilometers travelled by the Contracted Bus to a maintenance facility other than that set up by the Operator at the Bus Depot/Parking Space provided for by Authority or for any travel not authorized by Authority.

1.6.2.2 Distance travelled by a Contracted Bus for charging facility other than that set up by the

Operator at the Bus Depot/Parking Space provided for by Authority .

1.6.3 The Authority shall compute and provide to the Operator, for every Payment Period, from when the first of the Contracted Buses commences service, the total number of kilometers that the Contracted Buses have travelled for the aforesaid period. Such calculation shall be made using Global Positioning System (GPS) and in case of absence of GPS, manually with the supervision of the Authority staff. The Operator shall be paid based on the Bus kilometers logged and verified in this manner according to the Kilometer Charge fixed.

1.6.4 Basis for Payments

The Base Kilometer Charge Payment to the Operator by the Authority for the Bus Services rendered shall be as per the provisions described hereinafter (“Operator Payment”). The base Year Price of Power per Unit, the Base Year Wholesale Price Index (WPI) and the applicable minimum wages as prevailing in the state of Andhra Pradesh and as amended from time to time shall be used for determining the Applicable Kilometre Charge throughout the agreement period are as follows:

Base per Kilometre Charge quoted by the Operator in the Price Proposal for the Contracted Buses and accepted by the Authority in the LOA.

Base Year Price of power per Unit : Rs [_____] per Unit of Power, being the prevailing price of Electricity Tariff charged by electricity board for industrial consumers as applicable and as available from the cheapest legal source in the vicinity of the Bus Parking Space being prices of a week immediately prior to the last date of submission of the RFP on [_____].

Base Year Wholesale Price Index for all commodities: [_____]for calendar Year 2018].

Source: Office of the Economic Adviser to the Government of India, Ministry of Commerce and Industry: Website: <http://www.eaindustry.nic.in>.

Base applicable Minimum Wages for relevant Skilled Labour category/Schedule [_____] stipulated by Government of Andhra Pradesh and effective before one week prior to Bid Due Date.

Source: Labour and Employment Department, Govt. of Andhra Pradesh.

1.7 Payment Terms

1.7.1 Invoicing Period:

For each Contracted Bus that has been put into regular operations from the date of COD, the Operator shall submit an invoice at the end of every 15 (Fifteen) days in a month (“Payment Period”) specifying:

1.7.1.1 registration number of each Contracted Bus and the type of bus that has travelled as part of the Bus Service,

1.7.1.2 Bus Kilometres travelled by each Contracted Bus as part of the Bus Service in the relevant payment period (clearly identifying the Contracted Bus)

1.7.1.3 Applicable Kilometre Charge for the period for the particular type of Contracted Bus.

1.7.1.4 GST tax, and any applicable surcharge or cess on it, if any, payable on the amount as per provision of sub clause below.

1.7.1.5 Deleted.

1.7.1.6 The Operator shall submit invoice strictly for the route wise Scheduled kms for the payment period provided by AJL/Authority.

1.7.2 Payment Period

1.7.2.1 The Authority shall, within a period of 10 (ten) days of the receipt of invoice, make part payment of 90% of the total invoiced amount for each payment cycle of 10 days. Balance 10% of the amount of each invoice shall be released by the Authority in first 15 days of the next month of the every month of operation (starting from COD) after verifying the records that it has on the Bus operations and evidence of salary paid to employee and making adjustment against or damages or other adjustments as may be applicable against the invoice under the terms of the Agreement. In case of expiry the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law.

1.7.2.2 The Authority reserves right to create an Escrow Account with a Bank acceptable to both the

parties i.e Authority and the Bus Operator, vide a tripartite agreement signed between all Three Parties (Authority, Bank and the Bus Operator), with objective to prioritize the payment of salaries to the employee(s) of the Bus Operator out of the payment made to the Bus Operator by Authority as mentioned above.

1.7.3 Method for Calculation of Aggregate Payment

The payment for Bus Kilometers up to Assured Bus Kilometers per each Contracted Bus deployed shall be calculated as

$$\text{Payment} = \text{Applicable Kilometer Charge for Contracted Bus} \times [\text{Operated KM}]$$

(Where Operated KM is Bus Kilometres Operated by the Contracted buses as part of the Operating Plan during the relevant Payment Period)

Any Fines levied shall be adjusted from the Aggregate Payment subject provisions of this Agreement.

1.7.4 Guarantee to operate particular number of kilometers

The Authority hereby assures the Operator that the deployment Plan will be formulated so as to ensure that the average number of Bus Kilometres travelled by each of the Contracted Buses, in a continuous period of 12 (Twelve) calendar months, commencing from CoD of relevant Lot of Contracted Buses, and then onwards on annual basis, shall be no fewer than 68,328 kms / Contracted Bus (Sixty Eight Thousand Three Hundred and Twenty Eight Kilometres per Contracted bus) [“Annual Assured Bus Kilometres”]

1.7.5 Annual Assured Payment after reconciliation

1.7.5.1 Payment for Unutilized Kilometres:

In the event that the Authority is unable to demand from the Operator the operations of the Contracted Bus trips such that the average number of kilometres operated per Contracted Bus is not equal to the Annual Assured Bus Kilometres, Authority will pay to the Operator, in addition to the full payments made for Bus km operated based on invoices presented by the Operator, an amount which shall be determined as follows:

Annual Assured Payment Amount for Unutilized Kms = $0.50 \times (T_m - T_a) \times$
Applicable Kilometre Charge

where

T_m = Annual Assured Bus Kilometres x Available fleet

T_a = Actual Bus Kilometres Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 12 (Twelve) calendar months that has triggered this provision. It should be noted that the Annual Assured Payment Amount will not be payable for any shortfall in Kilometres of the Fleet that arises due to:

- a. Default of the Operator under this Agreement
- b. Non-availability of Contracted Buses for reasons attributable to maintenance or accidents
- c. Breach of law by the Operator
- d. Occurrence of a Force Majeure Event.

1.7.5.2 Payment for Excess Kilometres

If the Contracted Buses operated under this Agreement exceed the Annual Assured Bus Kilometres, then the Kilometre Charge payable applicable for such additional kilometres in excess of the Annual Assured Bus Kilometres shall be calculated as follows;

Annual Assured Payment Amount for Excess Kms = $0.50 \times (T_a - T_m) \times$
Applicable Kilometre Charge

where

T_a = Actual Bus Kilometres Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 12 (Twelve) calendar months that has triggered this provision

T_m = Annual Assured Bus Kilometres x Available fleet

1.7.6 The Applicable Kilometre Charge for the purpose of the Payment of Unutilized or Excess Km shall be the weighted average of the applicable Kilometre Charge used in payment periods

during the relevant year.

- 1.7.7 The determination of whether Annual Assured Payment Amount is due shall be done at the end of a period of 12 (twelve) consecutive calendar months. The Authority shall provide the Operator with a notice of the calculation with the supporting data (the kilometres travelled by each of the Contracted Buses comprising the Available Fleet).
- 1.7.8 The Authority shall have right to compute on its own and verify the Annual Assured Kilometres. The Authority shall compute and provide to the Operator, every quarter from the COD for the respective lot of buses, the total number of Kilometres that the Available Fleet has travelled for the aforesaid period. Such calculation shall be made using GPS and in case of absence of GPS, with the help of Authority staff or its authorised agency.
- 1.7.9 With respect to sub clauses herein above, the provision of clause above shall also be used to determine Annual Assured kilometres .
- 1.7.10 Basis of Revision of Kilometre Charge
- 1.7.10.1 For Energy cost, simple average of daily Power price as prevailing during the invoicing period shall be used for to determine the percentage change in energy component in the Rate Revision formula provided further in this clause. The Power price must reflect an Electricity Tariff charged by Electricity Board for industrial consumers as applicable in vicinity of parking space provided by Authority in Amaravati.
- 1.7.10.2 For change in cost of consumables, change in Wholesale Price Index (WPI) from Base WPI, mentioned in this Agreement, published by the Ministry of Commerce, Government of India, or such other body that is reliably entrusted with this task shall be considered. The proportion of consumables cost in the Base Rates shall be revised on every anniversary of the COD of each Lot of Contracted Bus.
- 1.7.10.3 For Change in labour/manpower cost component in the rate revision formula, the change in the applicable minimum wages from base wages mentioned in this agreement for the relevant skill category for bus drivers shall be applicable as and when revised by the competent Authority in the State of Andhra Pradesh. Such change in cost shall be made effective from the next invoicing period to notification issued by the competent authority.

The Kilometre charge shall be revised based on following formula;

$$RL = [R\text{-base}] + [R\text{-base} \times 0.15 \times (F - F\text{-base})/F\text{-base}] + [R\text{-base} \times 0.25 \times \{((W - W\text{-base})/W\text{-base})\} * 72\%] + [R\text{-base} \times 0.15 \times \{(L - L\text{-base})/L\text{-base}\}]$$

Where

RL is the Kilometre charge for each Lot of Contracted Buses

R-base is the Base Kilometre Charge

F is present Price of power /unit (i.e unit of Power)

F-base is the Base Year Price of unit (i.e unit of Power)

W is the Present Year Wholesale Price Index

W-base is the Base Year Wholesale Price Index

L is the Present applicable Minimum Wages for the relevant skill category for drivers in the State of Andhra Pradesh

L-base is the applicable Base Year Minimum Wages for the relevant skill category for drivers

The Wholesale Price Index for the present year (WPI) shall be obtained from the latest WPI available as published by the Ministry of Commerce, Government of India, or such other body that is reliably entrusted with this task, and shall be revised on every anniversary of the COD of each Lot of Contracted Bus.

1.7.10.4 GCC rate shall be subject to review and if applicable, revised for every lot of buses on account of improving battery technology, except for the initial lot of 10 buses. The change in GCC for further lots of buses shall be calculated by a joint committee constituting the Authority's Representative and the Operator's Representative. Cost of battery shall be assumed to be 50% of the total cost of the bus, as per industry stakeholder interactions for revision of GCC rate accordingly.

1.7.11 Limitations to Liability of Authority for Operations and Maintenance

The Authority shall not be liable to make any other payments other than the payments described in this Clause.

1.7.12 Liabilities arising from negligent driving and accidents

1.7.12.1 Any damages arising due to negligent driving, or accidents of the Contracted Buses on the street shall be the liability of the Operator.

1.7.12.2 In case of accident, Operator himself shall make arrangement to bail out his employee (driver) from police custody and also to deal with further litigations arising out of the said accident.

1.7.13 Fines and Compensation

Any fines levied by traffic police or any competent Authority will be borne solely and directly by the Operator. The Authority shall have no liability in relation thereof.

1.8 OPERATION AND MAINTENANCE STANDARDS

1.8.1 The Operator shall observe the minimum service standards for operations and maintenance of Buses as provided in the Contract.

1.8.2 The Operator shall operate and maintain the Buses to the satisfaction of the Authority, and shall at all times ensure that the frequency is maintained as specified as per the instructions of the Authority from time to time.

1.8.3 The Operator shall ensure that the following activities are undertaken as part of the maintenance activity of the Buses without any causing disruption to the frequency or the availability of the Buses in accordance with the terms contained herein:

1.8.3.1 Charging

1.8.3.2 Checking of tyres

1.8.3.3 Cleaning, sweeping and washing of buses including soap washing every week.

1.8.3.4 Attending to defects reported by drivers.

1.8.4 The Operator shall ensure that he procures and maintains a valid certificate of fitness and a pollution control certificate from the relevant authorities for all the Buses from time to time.

1.8.5 In the event the Operator fails to maintain the Security of the Buses and there is any theft or damage of bus component/spare parts/hardware/software/instrument, then the Operator shall

reinstall/reinstate such bus component/spare parts/hardware/software/instrument of the same or equivalent quality and specification after giving prior written notice to the Authority.

- 1.8.6 The Authority or representative of the Authority shall monitor the replacement or re-installation done by the Operator and shall determine whether the replaced or re-installed bus component/spare parts/hardware/software/instrument is the same or equivalent quality as originally provided or installed in the Bus. In the event that the Authority or representative of the Authority determines that the replaced or re-installed bus component/spare parts/hardware/software/instrument is of an inferior quality then the Authority shall consider this a breach of the Contract.
- 1.8.7 In the event of a breach in Security, the Operator shall extend all cooperation to the Authority including but not limited to filing complains to the police and or any other investigation undertaken in relation thereof.

1.9 ROLES, RESPONSIBILITIES AND OBLIGATIONS OF THE OPERATOR

In addition to the terms and conditions of this Contract, the Operator shall perform the following obligations:

- 1.9.1 Operation and Maintenance of Buses: The Operator shall:
- 1.9.1.1 take possession of the Buses for the purposes of operating and maintaining the Bus Service in accordance the terms contained herein;
- 1.9.1.2 operate and maintain the Buses in accordance with the Operation and Maintenance Standards set forth herein and in accordance with good industry Practices;
- 1.9.1.3 use the Buses only for the purpose of providing Bus Services in accordance with this Agreement and shall not use the Buses for any other purposes;
- 1.9.1.4 allow access to the Buses to all members of the public without any prejudice or discrimination;
- 1.9.1.5 Make drivers and technicians to undergo requisite orientation / training programme. Operator would also arrange for space, the training bus, charging etc. for said training programme at his cost.
- 1.9.1.6 The training program shall be organized by the Operator on periodic basis as an ongoing activity

of providing primary training to newly recruited drivers and technicians as well as updating the skills of the existing work force.

1.9.1.7 ensure the highest standards of cleanliness both inside and outside the Bus at the time of reporting for the first shift of operations of the bus service of the day;

1.9.1.8 ensure safety and Security of the passengers, personnel and any third party using the Buses. The Authority may impose penalties/damages for breach of safety, maintenance and operating Requirements;

1.9.1.9 ensure safety and Security of the Buses against theft or other forms of damage;

1.9.1.10 submit invoices in a timely manner in accordance with the terms contained herein;

1.9.1.11 maintain working capital equivalent to at least 2 (two)] months Operator Payment payable;

1.9.1.12 pay all monies due and payable including but not limited to damages and/or fines to the Authority as per terms of Contract without any delays;

1.9.1.13 ensure that the Buses stop to pick up and allow the passenger to get off at the nominated bus stations;

1.9.1.14 provide and maintain (and keep up to date) first aid box in each Bus during Contract Period;

1.9.1.15 keep available any and all equipment, charge, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Buses at all times and places during the Contract Period;

1.9.1.16 make adequate arrangement either in-house or outsourced for overhauling of bus aggregates, repair and retreading of tyres, repair of bus bodies, repair of accidental buses, etc to the satisfaction of the Authority.

1.9.1.17 make adequate arrangement either in-house or outsourced for attending to road calls on-line, towing of failed vehicles if required, clearance of bus ways, etc in least possible time.

1.9.1.18 shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities and CCTV surveillance and any other IT and Bus monitoring devices provided in the Buses to enable provision of safer Bus Services to the passengers.

- 1.9.1.19 shall ensure the air conditioners provided in the Buses are operated and maintained in good working condition as per the design capacity, failing which the Authority shall have the right to impose fines in relation thereof.
- 1.9.1.20 All provisions of this document would be applicable, mutatis mutandis, for providing buses for operation during night shift if so required and or full complement of buses required on festival days / special occasions etc as decided by Authority.
- 1.9.1.21 ensure at its own cost and expense and keep available at all times, any and all equipment, charge, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Bus Service and the implementation of this Contract. It is clarified that all the costs, including costs relating to the equipment, material and consumables shall be solely borne by the Operator.
- 1.9.1.22 submit the copy of the Employee State Insurance and Provident Fund challans to the Authority every month; and
- 1.9.1.23 agree to comply with all Applicable Laws including labor and local laws, pertaining to the employment of labor, staff and personnel engaged by it for implementing the Project, that are now or may in the future become applicable to Operator's management, operation and maintenance of the Project, and personnel/ drivers, engaged in such operations covered by this Contract or accruing out of the Performance of Bus Services and operations contemplated hereunder. The Operator shall be solely responsible and liable for compliance with all Applicable Laws, including labor and local laws, pertaining to the employment of labor, staff and personnel engaged by it for implementing the Project.
- 1.9.1.24 The bus should be stop only at designated bus stop location only and any deviation shall be treated that violation of the Contractual agreement.
- 1.9.1.25 The operator should provide necessary infrastructure for getting user feedback on the Performance of the operator.
- 1.9.1.26 All internal announcements should be made in three languages Hindi, English and Telugu.
- 1.9.2 Co-operation with the Authority
- 1.9.2.1 cooperate with the Authority and/or any third party appointed by Authority for the purposes of establishing or operating any equipment, instruments or systems in the Buses or Bus Depots,

Terminals and/or Parking Spaces;

1.9.2.2 make adequate communication arrangements / develop communication facilities / centre for effective and efficient, timely communication of all incidents/ accidents/ breakdowns etc. to relevant authorities / persons / officials.

1.9.2.3 cooperate with the Authority and/or any third party appointed by the Authority for the purpose of collection of Passenger Fare;

1.9.2.4 Cooperate with the Authority for the purposes of monitoring and supervision of the quality, efficiency and adherence of the Operator to other Contractual arrangements pertaining to Project.

1.9.2.5 Maintain log books, bus wise, and all maintenance work / activities pertaining to each bus shall be entered there-in on regular basis. Authority shall be free to inspect logbooks at all times and the Operator shall make log books available to Authority or it's representative and answer all queries to it's satisfaction.

1.9.2.6 respond to all notices letters communications received from Authority within the given time frame;

1.9.2.7 provide all information, data, records, documents or information as may be required by Authority from time to time; and

1.9.2.8 participate in all the meetings, discussions as directed by the Authority from time to time.

1.9.3 Compliance with the terms of the Warranty and Good Industry Practice:

1.9.3.1 shall comply with all terms of warranty and instructions that are provided as a part of the purchase order with each Bus;

1.9.3.2 undertake all preventive and corrective maintenance in compliance with terms of the Warranty as provided by the bus manufacturer, standards and instructions as may be notified by the Authority from time to time and in accordance with Good Industry Practice;

1.9.3.3 carry out major overhauls of the Buses according to the number of kilometers travelled as per terms of the warranty/purchase order as provided by the bus manufacturer, standards and instructions as may be notified by the Authority from time to time and in accordance with Good Industry Practice;

1.9.3.4 Operator shall abide by the instructions specified in the operating, and maintenance and safety instructions/manual all times during the Contract Period. The inspection procedures for the frequency and type of the inspection for each technical condition criteria as specified therein for Buses shall be complied by the Operator;

1.9.4 Record and Reporting Requirements:

1.9.4.1 maintain record of all preventive maintenance: activities shall be kept in the bus maintenance log book and duly authenticated by the person in charge of carrying out Bus maintenance. The Operator shall submit the log books for inspection by Authority staff as and when demanded;

1.9.4.2 submit to the Authority in a format as specified by the Authority from time to time:

1.9.4.2.1 A monthly report which shall include but not be limited to:

- Progress reports
- Status of all risks and issues.
- Status of readiness of the skilled staff to operate Buses and supervise Bus operation.
- Status of buses with respect to their roadworthiness and compliance with highest maintenance standards/manufacturer's manual or instructions.

1.9.4.2.2 Report on an immediate basis reporting incidents requiring urgent attention of the Authority such as accidents, theft, etc.

1.9.4.2.3 Submit a summary of all the complaints on a monthly basis to Authority.

1.9.5 **Inspection:**

Make available Buses to the Authority or its authorized personnel for inspection as and when required/instructed by Authority for assessment of compliance with maintenance and roadworthiness. Upon such inspections any suggestions/instruction received from the Authority with regards to corrective actions, maintenance Requirement, part replacement Requirement, shall be implemented by the Operator at its own cost within

15 (fifteen) days or a reasonable time period as specified by the Authority. In case of non-rectification/non-action of such instruction within stipulated time period, the Authority may replace or rectify such defect at its own cost and such expenses borne by the Authority shall be reimbursed by the Operator on an immediate basis. It is hereby clarified that the Authority at its sole discretion, if it determines that such events are occurring on regular basis or are causing undue interference with the Bus Services, may:

- (i) Impose fines and/or damages in accordance with the terms contained herein; and/or
- (ii) Terminate this Contract.

1.9.6 Repair and Replacement:

Subject to obtaining prior written permission of the Authority and any instructions/Specifications issued by the Authority, the Operator may if need so arises, replace or install any equipment or accessory for beyond the Specifications inside or on the outside of the Buses. In the event the Operator replaces or installs any equipment or accessory in accordance with this provision, it shall ensure that such additional equipment or accessory is compatible with the existing bus components, parts, software, accessories, or equipment.

1.9.7 Appointment of Drivers and Staff

1.9.7.1 Appoint:

1.9.7.1.1 drivers holding a valid license for a period of 3 (three) years before the date of issuance of LOA in accordance with the Motor Vehicles Act, 1988; and submit the license of all appointed drivers to the Authority before deployment of the Buses; and

1.9.7.1.2 Appoint either on a temporary, permanent or Contractual basis trained and skilled staff for operation, maintenance, and supervision of the Buses and other facilities related thereto at his cost for services as per the Contract. Provided however, the Authority may require the Operator, to remove any person employed for the Bus Services, who in the opinion of the

Authority:

- persists in any misconduct,
- is incompetent or negligent in the Performance of his duties,
- fails to conform with any provisions of this Contract, or
- persists in any conduct which is prejudicial to safety, health, or the protection of the public / environment.

1.9.7.2 be solely and exclusively responsible for all drivers, employees, workers, personnel and staff employed for the purposes of implementing the Agreement. The Operator shall ensure that all personnel and staff are under its supervision so as to provide the Bus Service in a safe and efficient manner to the public. Provided, however the Authority shall not be liable for any payment or claim or compensation (including but not limited to compensation on account of death/injury/termination) of any nature to such foregoing persons at any point of time during tenure of this Contract or thereafter and the Operator shall keep the Authority indemnified in this regard.

1.9.7.3 ensure that all drivers, personnel and staff shall wear uniform as approved by Authority and are well behaved with passengers and officials of Authority. The Operator shall at its own cost and expense provide uniforms and shall ensure that drivers and any other personnel and staff employed shall wear clean uniforms at all times when they are on duty and doing any act in relation to providing the Bus Service under this Agreement.

1.9.7.4 hold periodic training sessions for drivers, staff and all personnel (temporary or on Contractual or permanent basis) so as to ensure to implementation of Bus Services efficiently.

1.9.7.5 be responsible for all the costs and expenses of maintenance, operation, employment of drivers and other personnel including but not limited to travel, training of its employees, and vendors engaged by the Operator in connection with the implementation of this Contract.

1.9.7.6 make efforts to maintain harmony and good industrial relations among the labor and personnel employed in connection with the Performance of the Operator's obligations under this Contract and shall at all times be the principal employer in respect of such labor and personnel.

1.9.8 Appointment of Operator's Manager:

Shall appoint qualified personnel to act as a single point contact to manage all the communications and correspondence with Authority (“Operations Manager”).

1.9.9 Payment of Taxes and Duties:

make timely payment of all taxes and duties due and payable under Applicable Law.

1.9.10 Payment of Fines:

Shall ensure that it promptly pays any fines or damages that may be imposed for any defaults in compliance with traffic rules or other Applicable Laws in relation to the operation of the Bus Service.

1.10 No Alterations or Modifications of the Buses

1.10.1.1 ensure that there no alterations in the Buses or any part thereof made at any point of time including the colour of such Buses without the prior written approval of the Authority.

1.10.1.2 ensure that no additional or new equipment, hardware or software is installed or used in the Buses without prior approval of Authority.

1.10.1.3 shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities and CCTV surveillance and any other equipment or monitoring devices provided in the Buses

1.11 Complaints Redressal:

1.11.1.1 maintain a complaints register on every Bus, and shall ensure that the Complaint Register is not tampered with in any manner at any point of time.

1.11.1.2 take appropriate action as per the instructions notified by the Authority in relation to any complaint made by the passenger or user of the Contracted Bus or any third person in relation to the Bus Service.

1.12 Delivery Schedule for Electric Buses

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Sr No	Stage of Delivery of buses/charging stations to be completed	Month/Day
1	Delivery of the Prototype	Within 30 days from the date of issue of LOA
2	Inspection of the Prototype	Within 45 days from the date of issue of LOA
3	Delivery of 10 Buses along with Permanent Registration Certificate and associated work.	Within 30 days from the date of deployment of the prototype
4	Delivery of remaining 40 Buses along with Permanent Registration Certificate and associated work.	Within 2 years from the date of delivery of 1 st lot of 10 EV buses, with a notice period of 30 days as and when required by the Authority.

Notes:

- a. Each Bid shall be submitted in two sets and each set shall be complete in all respects.
- b. Attention of the Bidders is invited to the "clause of instructions to Bidders" regarding deposit of earnest money/ bid Security. Any Bid not accompanied with earnest money in one of the approved modes shall be summarily rejected.
- c. Bidders shall quote the price as per Annexure.
- d. The Bidders shall quote as per the Technical Specifications complete in all respects. The deviations, if any, should be clearly brought out in the deviation statement, Annexure. In case of Nil deviation, the deviation statement shall be submitted indicating "NIL" deviation.
- e. The Bidders shall quote on the basis of "Instructions to Bidders", "General Conditions of Contract" and "Schedule of Requirement" given in the Bid Documents. The deviations, if any, should be clearly brought out in the deviation statement Annexure. In case of Nil deviation, the deviation statement shall be submitted indicating "NIL" deviation.

- f. In case, the last date of bid submission/opening falls on a gazette holiday or the said date is subsequently declared a holiday after the date of publication of bid/ tender documents, the last date for submission/ opening of the bids shall be the next working day at the appointed time.
- g. Bids from agents, brokers and middlemen will not be accepted.
- h. The Bids not accompanied by bid Security and bids from agents, Brokers and middlemen shall be summarily rejected.
- i. Bids sent through fax AND/OR otherwise incomplete bids shall be summarily ignored.

1.13 QUALITY ASSURANCE PLAN

The detailed Quality Assurance Plan is to be submitted by the Contractor in line with the plan enumerated as below:

1.13.1 MATERIAL INSPECTION:

1.13.1.1 Quality of Materials:

- i. The materials to be used in manufacturing of buses shall conform to the specified Bureau of Indian Standards (BIS)/Automotive Industry Standards (AIS) and/or other International Specifications meeting/ surpassing the Performance & other Requirements as given in the Bus Code. In the absence of 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/ indicated such as ECE, JIS, DIN, ASTM, ISO etc. for quality assurance of material.
- ii. ii) The Bus Manufacturer can use the material out of the lot, which has been approved by the lab. It is necessary to furnish a certificate to that effect along with copies of the latest Lab Test Report (as per specification of the Contract from CIRT, Pune/ ARAI, Pune/ BIS approved Labs) to the Authority along with the buses.
- iii. iii) Random samples of items as per the list (As per the Annexure) may be picked up by the Authority's representative and the manufacturer jointly and sealed for

onward transmission by the manufacturer to the lab for inspection/testing as per the required specification.

- iv. The bus manufacturer shall be required to obtain type approval of all safety critical items/ materials from the authorized testing agencies before use. The bus manufacturer will be required to provide a list of such items along with their Certificates to the Authority.
- v. The cost of all tests, analysis, and patent rights be borne by the Manufacturer.

1.13.1.2 Purchase of Material:

- i. Bills must specify the quality, standard, grade etc. of the supplied material. Inspecting officer shall satisfy himself of these details vis-à-vis those specified in the Contract & only after his satisfaction should allow usage in the Bus.
- ii. In addition, copies of the bills of the respective Manufacturers from whom these materials had been purchased, be enclosed and these should also be having the details before permitting usage in the Bus. Products of only BIS/ ASRTU Specifications of the tender document conforming to specified quality & grade are used. Bus Manufacturers will provide documentary proof by way of bill etc. to the Inspecting officer to his satisfaction before actual usage.
- iii. In case of items/ material to be used as per specified BIS/ AIS/ASRTU Standards, the Bus Manufacturer shall be required to show & furnish a copy of the Lab Test Certificate from the BIS approved Labs near the location of the Bus Manufacturer in respect of the material proposed to be used in the manufacturing of the Bus. 'ISI' or 'E' marked items of the concerned country used in manufacturing of the bus need no testing.
- iv. The Chief Executive Officer, ASSCCL (CEO) or his authorized representative shall have full powers to inspect all the materials, components, fittings, sub-assemblies etc., works and/ test the materials at the Bus Manufacturer's premises during manufacturing or fabrication of the bus at all time with & without notice to his entire satisfaction. As per report prepared through such inspection, a notice shall be served upon the Bus Manufacturer for rectification of defects observed. The CEO or his authorized representative shall also have full powers to reject

any of the work which he may consider defective whether in material, manufacturing or workmanship and to order the removal of the same and the Bus Manufacturer shall forthwith replace such rejected material or workmanship with other material or workmanship as per the agreed Specifications / Drawings, Terms & Conditions as the case may be to the entire satisfaction of the CEO or his authorized representative whose decisions on such subject are to be treated as final and shall be promptly attended to by the Bus Manufacturer at his own cost, charges & expenses. In the event of dispute between the inspecting officer and the manufacturer, the decision of the Authority shall be final and binding.

- v. The manufacturer shall provide free of charge all facilities at his manufacturing premises viz. office space, equipment, tools labour, gauges, drawings and Specifications required for this purpose without extra charge to the inspecting officer for the proper Performance of his work on the inspecting and testing of the work under this Contract
- vi. The Contract shall conform in all respect to the provisions in this behalf as contained in the Central Motor Vehicle Act, 1988 (or latest) as amended up to date and the Central Motor Vehicle Rules, 1989 (or latest), A.P. Motor Vehicles rules currently in force in Amaravati or to any other statutory modifications or enactment thereof in such Act & Rules from time to time.
- vii. Without prejudice to the powers of the CEO or his authorized representative to reject any of the work which he may consider defective either in material, manufacturing or workmanship, if the CEO reluctantly does accept any poor material, poor manufacturing or poor workmanship, it is open to the CEO or his authorized representative to impose such percentage reduction in the Contract prices as in his opinion would be justifiable and reasonable in the circumstances and the Bus Manufacturer shall be bound to agree to such percentage reduction without any complaint whatsoever later on.
- viii. Inspection as above said, at the premises of the Bus Manufacturer during manufacturing/fabrication shall not debar the Authority from any further inspection of the vehicle, but within Warranty Period and that any defect found at any stage which was not detected in previous inspection shall be the sole responsibility of the Bus Manufacturer and the action taken on such defect shall

be as per relevant clause of the terms & conditions of the Contract depending upon the time of detection of defects i.e. whether at the time of receipt of bus at the premises of the Authority or during Warranty Period etc.

- ix. Authority or representative authorized by the Authority may carry out inspection of Prototype and other buses at any of the following stages before pre-dispatch stage at Bus operator’s premises.
 - Structural Inspection: Structural assembly stage before panelling in prototype and all buses.
 - Final Inspection: After completion after panelling and equipping of prototype and all buses.

- x. For any Deficiency noted by the Authority during any stage of the inspection. the Operator shall initiate immediate remedial actions for the same as advised by the Authority. The Authority or Representative of the Authority shall not be entitled to suggest changes or modifications which are not part of the mutually agreed Bus Specifications.

- xi. The Operator shall provide free of charge all facilities at Bus Manufacturer’s premises viz. Working space, equipment, tools, labourers, gauges, drawings and Specifications required for this purpose without extra charge to the inspecting officer for proper Performance of his work on inspecting and testing of work under this Agreement.

- xii. The Authority shall not conduct any laboratory test if the material procurement certificates are submitted by the Contractor at the time of inspection of buses. Notwithstanding with above, if found necessary, the Authority may conduct material test at any stage for prototype or any other buses, at its own cost. If the material fails the test, entire cost of testing shall have to be borne by the Operator. The Authority might conduct lab testing mostly for following material.

Sr. No.	Items to be Tested	Specifications
1	CR Tubular sections	BIS:4923-1997 (or latest) of Grade Yst.-240

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Sr. No.	Items to be Tested	Specifications
2	Phosphating /Galvanizing	BIS:3618-1966 (or latest) Class A-2 for Phosphating & BIS:277-2003 or latest - 120 gsm for Galvanizing (Zinc Coating) and two weeks (336 hours) Salt Spray Test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%.
3	EPDM Rubber	As per AIS 085
4	Glasses Laminated	BIS: 2553 (Part-2)-1992 (or latest) Float Glass, Front 'AA' Grade Glass, PVB Film in Laminated Glass.
5	Aluminum Parts	IS:733-1974 (or latest) for Solid Part, IS:1285-1975 or latest for Extruded Round Tube &Hallow Part and IS:738-1977 or latest for Drawn Tubes, Alloy 63400, tempering WP.
6	Paint	PU Paint as per relevant IS: 13213:1991 (or latest) & any other relevant BIS Standards. For Matt Black Paint the Gloss Value is upto 30 units.
7	LT Wire	BIS: 2465-1984(or latest). DIN 72551- Dimensional Test JIS C 3406- Spark, Immersion & Conductor Resistance Test' SAE recommended J 1127 & J 1128
8	Aluminium Sheet	BIS:737-1986(or latest), Aluminium Alloy H-2/31000
9	CR sheets	BIS:513-2008(or latest)
10	GI Sheets	BIS:277-2003 (or latest),Class-VIII Medium Coating of Zinc Nominal Weight120 grams/M2.
11	Passenger Seat Assembly	As per AIS-023, Bus Code & BIS Standards. For MS components two weeks (336 hours) Salt Spray test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%.
12	Marine Board / other floor material	BIS: 710-1976 (or latest) IS:5509-2000 (or latest) for Flammability.

1.13.2 ALTERATION, ADDITION/ DELETION, DEVIATION, DEFECTS/ DEFICIENCIES:

- i) That the Bus Manufacturer shall manufacture the bus strictly in accordance with the technical Specifications of the Contract. The Bus Manufacturer is not allowed to make any alteration, addition/ deletion, and deviation or leave any defect/ deficiency in the manufacturing of the bus.
- ii) **FINAL INSPECTION:** The final inspection of the fully built bus shall be carried out at Authority's premises or at any other place at Amaravati, Andhra Pradesh, as per Contract.
- iii) The representatives of the Authority may inspect the bus at the works of the Bus Manufacturer and at various stages of fabrication and their clearance shall be taken before proceeding further such as at Phosphating of structural members, Completion of structure, pre-dispatch & final inspection stages. However, the stage wise clearance at various stages shall in no way exonerate the manufacturer from obligations in respect of quality and Performance of the bus or relieve the warranty obligations of the manufacturer. The bus shall not be dispatched prior to pre-dispatch inspection. The Bus Manufacturer shall note that the bus shall be manufactured and supplied to the Authority with zero defects. In case, any defects/ deficiencies/ discrepancies are brought to the notice of the Bus Manufacturer during inspection at various stages, the same shall be immediately removed in all the buses under manufacturing. In case, any defects/ deficiencies observed at various stages and not rectified by the Bus Manufacturer before the commissioning of the completed buses at Authority premises or at any other place as per Contract, the same shall be got rectified by Authority at the cost of the Bus Manufacturer without giving any notice at his risk and cost.
- iv) The Bus Manufacturer shall note that in case of defects/ deficiencies not attended / rectified by him at his works during bus manufacturing, the same shall result in delay in deliveries and consequential penalties.
- v) That the Bus Manufacturer shall be responsible and liable to deliver fully built bus in accordance with the technical Specifications, terms & conditions of the Contract at Authority's premises at Amaravati or at any other place as per Contract. At the time of delivery, either the Bus Manufacturer himself or his authorized representative is bound to be present for joint inspection of fully built bus. In case, the Bus Manufacturer is not present or does not depute his authorized representative at the time of delivery of the bus,

he will not be allowed to urge or say at the later stage that the bus was inspected in his absence. The inspection shall be carried out by the team of Officials/ Officers of the Authority and the defects, deficiencies, change in Specifications, additions/ alterations, deviations etc. will be noted down in the register and the same will be got signed by the two witnesses of the Authority or the Bus Manufacturer's representative as the case may be.

1.13.3 SAMPLE TESTING:

1.13.3.1 Pre-Testing & Random Samples:

Random samples of items / material used as indicated in Annexure shall be picked up from the lot of each batch of the quantity of these items procured by the Bus Manufacturers & dispatched to CIRT, Pune/ARAI, Pune/ BIS approved Testing Lab having testing facilities for testing all the parameters of the Specifications at the cost of manufacturer. The Bus Manufacturer shall not use these items in manufacturing of buses unless the material procured, conform to relevant Specifications in Lab Test on all the parameters.

The Authority reserves its right to take a sample of any material being used or used for the purpose of manufacturing of bus either during the progress of work at his works by the Inspecting officer deputed at his works in the presence of the Bus Manufacturer or his authorized representative or from the completed bus during the Warranty Period after dismantling any of the part or portion of the bus in the presence of the Contractor or his authorized representative and send the same to CIRT, Pune/ ARAI, Pune/ BIS approved Lab., for testing purposes regarding its standard quality etc. at the cost of the Contractor. The samples will be got tested as per BIS/ equivalent International Standards as mentioned in the Specifications. The Test Report of such sample as given by the Laboratory shall be final and binding on both the Parties. The samples will be got tested as per Specifications as per Contract. The cost of Testing Charges shall be borne by the Bus Manufacturer. In case of the test failure or defective due to workmanship or Sub-standard, the additional full cost of defective material/component shall also be recovered from the Bus Manufacturer along with 20% from the bills of the Bus Manufacturer or from the Security Deposit lying with the Authority and the same shall be binding on him. The recoveries shall be made from the bills/ Security Deposit/ any other due amount of the Bus Manufacturer. In case the amount is found more than the Security

Deposit, the Authority can recover the same from any of the pending bills or outstanding payment or through process of Law from the Bus Manufacturer. The decision of the CEO or his authorized representative regarding the amount of recovery referred to above shall be final to which the Bus Manufacturer shall have no objection and the said decision shall be binding on him. However, such inferior quality of Sub- standard material shall not be returnable to the Bus Manufacturer.

1.14 Key Performance Indicators

1. **Vehicle** – Fine per deficiency per bus (If deficiency exists for more than a day, then each day shall be considered as a separate deficiency, unless specified otherwise)

Sr. No.	Deficiencies	Kilometres fined
1	Modification of the design or paintwork of the exterior or interior of the bus without the authorization of Authority	50
2	Missing bus body panels on the exterior/interior of the bus	50
3	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operations	50
4	Dirty vehicle (i.e. dusty handrails, chairs and floor, litter of any kind on floor, foul odour; dirty windows and glass panels, Spots) inside or outside, at the time of start of first shift in the morning	50
5	Broken/damaged windows, fixed glass, front windshield or rear windshield	25
6	Fire Extinguisher missing or beyond expiry date	25
7	Malfunctioning passenger door	50
8	Broken/Loose/Missing/damaged Passenger Seat	25
9	Loose or missing handrails, roof grab rails and/or with Sharp edges	25
10	Visible dents more than 6" beyond 1 week on the bus exterior	25
11	Malfunctioning/Broken Light in the passenger compartment	25

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UNDER SMART CITY MISSION (SCM) IN AMARAVATI CITY OF ANDHRA PRADESH**

Sr. No.	Deficiencies	Kilometres fined
12	Placing any decorative article/religious figure or symbol or political symbol inside or outside the bus without prior approval of the Authority	25
13	Placing any poster/advertisement/stickers or similar items inside or outside the bus which may or may not generate any revenue for the Operator unless authorized by Authority	25
14	Damage to the any vehicle tracking equipment, Automated Fare Collection system or any ITS related Hard ware and software.	200
15	For each non-functional ITS feature provided by the operator as mentioned in the ITS Specifications of the Contract	10
16	Deterioration of Bus Speed or AC Performance due to inefficiency/malfunctioning of Battery Pack	100
17	Defective break	50
18	Damaged Tyre	100
19	ACs not working up to design capacity and /or any stoppages and/or leakages of water (Not cooling as per set temperature shall also be considered as not working)	25
20	Non adherence to rectification of defects observed during inspection of physical condition & road worthiness of bus	5
21	Placing any decorative article/religious figure or symbol or political symbol inside or outside the bus without prior approval of the Authority	25

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2. **Bus operations** – Fine shall be applied per incident (If incident exists for more than a day, then each day shall be considered as a separate incident, unless specified otherwise)

Sr. No.	Incidents	Kilometres fined
1	Withdrawal of bus during operating hours as per the operating plan. (If bus is withdrawn for more than a day, then withdrawal of each day will be considered as a separate incident)	50
2	Breakdown - If the loss of kms. is more than 5% of the Scheduled kms. of the day	10
3	For each fatal accident (Over and above penal action as per law)	200
4	For each non-fatal accident where injury occurs to any person either inside or outside the bus as a result of the accident	50
5	Arriving for a shift more than 10 min late than as given in Operating Plan for a given route for a given bus for Buses as per Assured Fleet Availability	25
6	Delay of more than 20 min beyond the end of shift.	10
7	Driver, owner or his/her representatives not responding to more than 3 consecutive directions sent by Authority Control Centre.	25
8	Stopping at Bus Station for longer than authorized by Authority	25
9	Improper Docking of the Buses	25

APPOINTMENT OF SERVICE PROVIDER / OPERATOR FOR OPERATION & MAINTENANCE OF 50 NUMBERS OF FULLY BUILT AIR-CONDITIONED ELECTRIC CITY BUS ON GROSS COST MODEL UNDER SMART CITY MISSION (SCM) IN AMARAVATI CITY OF ANDHRA PRADESH

Sr. No.	Incidents	Kilometres fined
10	Letting passengers access bus at locations other than Bus Station and Terminals or as designated by Authority	25
11	Not stopping at Station designated as per Operating Plan unless authorized by Authority	25
12	Stopping at Station not designated as per Operating Plan unless authorized by Authority	25
14	Plying on a bus route without authorization of Authority	25
15	Bus breakdown inside the Bus Lane	50
16	Bus breakdown during operating hours at location other than bus lane	25
17	Abandoning bus during operating hours on the BRT infrastructure (not limited to Bus Stations, Terminals and Bus Lane)	200
18	Violations of traffic regulations	10
19	Operating bus with Defective/Broken Headlights, Rear lights, Brake lights, Turning indicators, Parking lights	25
20	Use of electronic equipment like Radio or Music system unless authorized by Authority	25
21	Use of Cell phone by Driver while driving	25
22	Driver not wearing clean uniform as designed by Authority	25
23	Driver in drunken state	100

APPOINTMENT OF SERVICE PROVIDER / OPERATOR FOR OPERATION & MAINTENANCE OF 50 NUMBERS OF FULLY BUILT AIR-CONDITIONED ELECTRIC CITY BUS ON GROSS COST MODEL UNDER SMART CITY MISSION (SCM) IN AMARAVATI CITY OF ANDHRA PRADESH

Sr. No.	Incidents	Kilometres fined
24	Mis-behaviour by driver, owner or his/her representatives with authority officials or passengers	25
25	Drive above speed limit set by Authority	25
26	Not making bus available for advertisement	10
27	Non-compliance of those taxes, insurances, statutory dues which are responsibilities of the operator as per the Contract	10
28	Operating the bus with more than 150% occupancy	25
29	Any damage to the fixed infrastructure like railing, street lights, bus stops, terminals, parking places etc. during the operation (Other than repairing by the operator at his own cost)	10
30	Not publishing and implementing Passenger Charter	2

3. Passenger charter –

The Operator shall publish and implement a charter articulating the rights and expectations of Users (the “Passenger Charter”) substantially in the form specified in Annexure 21. The Operator shall at all times be accountable and liable to Users in accordance with the provisions of the Passenger Charter and Applicable Laws.

PART V - DETAILED TECHNICAL SPECIFICATION ELECTRIC BUSES

1. Introduction

- 1.1. Authority intends select the operator for supply, construction of electric charging stations, operate & maintain 50 nos. of AC electric buses of 12-meter length. These Specifications are to outline a bus design that shall be energy efficient, environment friendly, safe and efficient and shall meet the following standards:
 - 1.1.1. Excellent passenger comfort
 - 1.1.2. Ergonomically designed driver's work area
 - 1.1.3. Ease of repair and maintenance
 - 1.1.4. Aesthetically designed interiors and exteriors.
 - 1.1.5. Ease of boarding and alighting for all passengers
 - 1.1.6. Ease of accessibility to persons with disabilities
- 1.2. The Bidder shall comply with all **applicable Central, State and local laws (including Acts, & Regulations)**.
- 1.3. The bus shall meet all **applicable Central Motor Vehicles Rules (CMVR) of India, APMVR/Govt. Safety Norms, Emission & other norms** applicable at the date of supply. In the event of any conflict between the Requirements emanating from these Specifications and those as per any statutory/legal Requirement, etc. in force, the statutory/legal Requirement shall prevail.

2. Homologation certificate

- 2.1. Bidder should submit Homologation certificate issued by **ARAI/ICAT/CIRT/CMVR or equivalent abroad any other approved agency/Organization** for the offered product as per the Technical Specifications described in this part of the document along with Bid submissions.

3. Design Features of the bus

- 3.1. The design shall be developed in S.I. Units (System International).
- 3.2. The full forward control urban Electric bus shall have right hand drive.
- 3.3. Apart from the technical Specifications mentioned in this part of the document, bus shall be designed and manufactured in accordance with the below Specifications -
 - 3.3.1. **'Urban Bus Specifications – II' issued by Ministry of Housing & Urban Affairs, GOI in April 2013 or corresponding latest bus Specifications published by Ministry of Housing & Urban Affairs, GOI**
 - 3.3.2. **'Code of Practice for Bus Body Design and Approval (AIS 052)' hereinafter referred to as the Bus Code,**as applicable to buses in India
 - 3.3.3. **'Battery Operated Vehicles - Safety Requirements of Traction Batteries (AIS 048)',** as applicable to battery operated vehicles in India
 - 3.3.4. 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.
 - 3.3.5. The bus shall be so designed to maintain operational stability Requirement as per Bus Code. Interior noise and pass by noise of the vehicle shall conform to **BIS: 12832:1989 or latest and BIS: 3028:1998, 10399: 1998 or latest respectively.**

- 3.3.6. Suggestions made by ASSCCL at the time of inspection of first bus which will be the prototype. Operator is free to make it through company or any other sources at its own discretion.
- 3.4. The bus body design shall be a proved design duly evaluated by the agencies authorized as per **CMVR/Central Institute of Road Transport, Pune (CIRT)** using Finite Element Analysis for the above loads / Performance Requirements for values for the above loads / conditions / Performance parameters as given in subsequent paragraphs.
- 3.5. The bus structure shall meet the Requirements of structural strength, stability, deflection, vibration etc. amongst others for at least the following main loads:
 - 3.5.1. Static loads
 - 3.5.2. Dynamic loads
 - 3.5.3. Single wheel bump loads
 - 3.5.4. Double wheel bump (diagonally opposite) loads
 - 3.5.5. Braking and acceleration loads
 - 3.5.6. Front impact loads
 - 3.5.7. Roll over loads
 - 3.5.8. Speed breaker induced loads
- 3.6. The bus, loaded to Gross Vehicle Weight (GVW), with crush load 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.
- 3.7. The bus shall be designed to carry commuters in the urban/municipal area with ease of boarding and alighting especially for women, senior citizens and specially-abled persons. The bus shall be provided with the wheel chair specially-abled friendly access system. In addition, the buses should have the capability to facilitate the boarding and un-boarding of the specially-abled persons.
- 3.8. The bus design shall be eco-friendly and energy efficient.
- 3.9. The bus shall be of a proven design suitably modified to the climatic & operational conditions, infrastructure and road conditions as available in the urban/municipal areas of Amaravati capital region.
- 3.10. The bus design shall meet all statutory Requirements applicable for the capital region of Amaravati in all respects.
- 3.11. Besides meeting the statutory Requirements, the bus shall be designed with respect to its body and different aggregates/systems/subsystems to operate satisfactorily in urban transport service for at least 10 years or 10,00,000 kms whichever is earlier.
- 3.12. Any other provisions/fitments required for safe and efficient operation and/or for fulfilling statutory Requirements must be provided in the offered bus.

4. Power Train:

- 4.1. Electric bus shall have adequate horsepower to obtain desired Performance with respect to its adequacy of power, acceleration levels etc.
- 4.2. Bus should be able to operate efficiently at ambient temperatures of 0-50 deg centigrade, humidity level from 5% to 100% and altitude levels of over 500 meters of Amaravati areas, generally operating in the semi-arid zone as prevailing in the above zone.
- 4.3. The bus shall be suitably designed to operate optimally under Amaravati peak summer heat and dust.
- 4.4. Cooling system: To be provided as per the CMVR norms & **ARAI/ CIRT**.

5. Air conditioning

- 5.1. AC buses shall have AC unit as part of the fully built bus
- 5.2. Heating, ventilation and air conditioning system is to be roof mounted.
- 5.3. Bidder shall provide minimum capacity of 28 KW air conditioner.

- 5.4. The relative humidity inside the bus shall be a max of 65% and a minimum of 35%.
- 5.5. Ducting for air conditioning shall be so placed such that there is even cooling along the entire length and width of the bus interior.
- 5.6. The noise levels of AC system shall be as required under the Central Motor Vehicle Rules (CMVR)/AIS/any other Indian standards, if any and as applicable for the Amaravati region.
- 5.7. In case of AC failure, proper air ventilation will be provided along with additional cabin fans on each side of pillar on both sides of the bus and one fan in driver's cabin.
- 5.8. Windows: Sealed windows of Toughened glass of 4.8 to 5.3 mm thickness.

6. Interiors

Should be easily washable with proper drainage and adequately sealed to prevent ingress of dust, gases, water.

7. Paints

All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. Polyurethane (PU) paint conforming to BIS: 13213-1991 or latest/ international standards as applicable shall be used for exteriors painting of the bus including interiors wherever required. Color shade shall match the shades as per BIS: 5-1978 or latest. Details of paints used, surface treatment & preparation, corrosion prevention treatment, base primer coatings, number of paint coats to be applied etc shall be supplied.

8. Color scheme

Exterior, interior color schemes including floor color and logo/graphics shall be painted as directed by the ASSCCL. Information, on the seats, for their reservation for persons with disabilities, women, senior citizens, shall be marked as per the details provided by the ASSCCL.

9. Branding of the project.

In addition to the above, any other directions from ASSCCL or an agency designated by ASSCCL for the exterior and interior appearance towards branding and identity of the project.

10. Windows

The window shall be in design with fixed window glass. The intermediate supporting frame member shall be of adequate size to bear the load of top fixed glass without bending during the life span of the bus of at least 10 years 10,00,000 km whichever is earlier. The toughened glass used in the body shall be 4.8 mm to 5.3 mm thick. The fixed window glasses shall be aesthetically installed. Windows shall have provision of suitable sealing to avoid ingress of dust and water and shall have proper/ efficient drainage system. 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. The general Requirements of windows shall be as per the provisions of bus code.

11. 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.

12. 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 a capacity of at least 10 Ton as per design of the bus shall also be supplied.

13. Intelligent Transport System (ITS):

The bus would be fitted with ITS systems meeting the UBS II Specifications

It shall consist at a minimum the following sub systems

- Passenger Information System (PIS) - audio and video
- Automatic Vehicle Location system (AVL)
- Security camera network system (SCN)
- Vehicle Health monitoring and diagnostics (VHMD)
- On-board pole mounted ticketing machine (AFC)
- Real Time Information and Management System with ETA
- Emergency Alarming System

13.1. Electronic route destination display system

13.1.1. Alphanumeric Dual Display Technology coloured LED based electronic route display system of high intensity illumination with automatic brightness control along with audio-video display system in English and Telugu shall be installed at the front and side of bus as per the following details.

13.2. Front Destination Board

13.2.1. There shall be a display of destination with options in Telugu & English along with route number in alpha-numeric and via route information in alphabets. The display system shall be accommodated within the minimum size specified in the bus code. The display should be fixed type. The pitch of the LEDs shall be optimized to cover the maximum possible area along the length for displaying the maximum number of letters. The display shall be clearly visible in all weathers at a distance of up to 50 meters.

13.3. Side Destination Board and Rear Destination Board

13.3.1. There shall be a scrolling display of destination in Telugu & English alternating with fixed route numbers in alpha-numeric and via route information in alphabets. Simultaneously, the route number, destination along via route shall be announced audible to the passengers at bus stops. The system shall be operated with inbuilt software for the above purposes, to enable the driver to change the destination when needed. The system shall also be compatible with GPS/any other ITS device whenever fitted during the Contract period. Exterior loudspeakers integrated and synchronized with the display system be fitted, one at the front door and another speaker at the rear door. The display system shall be accommodated within the minimum size specified in the bus code. The pitch of the LEDs shall be optimized to cover the maximum possible area along the length for displaying maximum number of letters. The audio messages and the video display shall be clearly audible/ visible in all weathers at a distance of up to 50 meters.

13.4. Inside Display Board (behind the driver partition)

13.4.1. There shall be display of the name of approaching bus stops in Telugu & English alternatively, duly synchronized with announcement system. The system shall be operated with inbuilt software for above purpose with provision available for driver to trigger the display for each stop. The system should be compatible with GPS/any other ITS device whenever fitted. The system should be able to store onboard up to a minimum of 100 messages of 50 characters each on an average. The messages should be capable of rolling, flashing (fully or selectively) in Hindi/English/symbols as per pre-programmed system. The message shall be visible to all the passengers standing/sitting up to the last seat of the bus. The micro- processor-based announcement shall be made for both current and next

bus stop/destination synchronized with the display alternatively in Hindi and English. The illumination system will be of modular display type. The display size of one row shall be 800 mm x 100 mm. The display panel shall have multiple rows for higher coverage. The display shall be mounted behind the driver at an appropriate height for clear visibility to all passengers in the bus from all angles. Present and next stop details shall be highlighted with flashing in modern different commuter-friendly colours. The display time, frequency and sequencing of advertisements/messages shall be programme controlled. The display system shall have the provision of flashing/highlighting information in pre-programmed mode and through an intervention by the driver/conductor.

13.5. CCTV cameras

13.5.1. Three hi-resolution CCTV cameras to be installed in the buses. One integrated OBU (Online Bus Unit) as per the UBS II norms should be installed. The system should be capable of sending video files via Wi-Fi system. These hi-resolution CCTV cameras will be installed in the front of the passenger compartment & other in the rear of the passenger compartment.

13.5.2. These cameras should be capable of sending live data over the wireless network (IP) to the centralized control station/Centre. So that same could be used for emergency response system.

13.5.3. A number of cameras are situated throughout the vehicle in such positions and configuration to capture images in all areas, from access doors to passengers seating areas.

13.6. Other ITS and ICT (Information and Communication Technology) features to be provided in the bus.

13.6.1. GPS linked to Amaravati Integrated command & control center (AICCC)

13.6.2. Cameras linked to AICCC

13.6.3. Sensors for disaster management

13.6.4. Electronic display

13.6.5. Wi-fi facility (To be free for 30 minutes for passenger. After 30 minutes, it's chargeable and payment will be given by the passenger to the operator)

13.6.6. Phone charging (One every three rows, on each side)

13.6.7. Laptop charging (One every three rows, on each side)

13.6.8. Footfall monitoring system

13.6.9. User feedback app

13.6.10. ITS features as per UBS 2 Specifications will be provided in each bus by the operator. Provision for ITS and Vehicle controller Unit (VCU) is mandatory so that they can be connected with Amaravati Integrated Command and Control Center to be able to track and monitor in real time the status of the bus. All systems in the bus would be able to integrate with AICCC. All the protocol documents shall need to be provided to ASSCCL for further IT integration.

13.7. Provision for ITS features to be procured by the authority.

13.7.1. The Authority shall procure and install other ITS features, Automated Fare Collection (AFC) System, IVMS system and Dedicated Short Range Communication system including their integration with the Amaravati Integrated Command & Control System (AICCC) in the bus in future course of time at its own cost. The Contractor should facilitate the fixation of above systems including their integration with AICCC at no additional cost. Provisions (physical, hardware, software or any other) to be made in the bus for the same.

14. Other Fitments/Requirements

14.1. Buses will also be provided with all other fitments indicated in bus code.

15. Technical Specifications to be provided by operator -

12 Meter Electric Bus Minimum Specifications	
Vehicle Specification	
Overall length (mm)	≥ 12000
Width (mm)	2500-2600
Height (mm)	3300-3500
Floor Height (mm)	≤ 400 (Low-Floor)
Seating Capacity	35 + Driver (Min) + wheel chair (2X2 seating)
Chassis	
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 Mandatorily disk brake in front.
Steering System	Electrically assisted hydraulic Power steering

APPOINTMENT OF SERVICE PROVIDER / OPERATOR FOR OPERATION & MAINTENANCE OF 50 NUMBERS OF FULLY BUILT AIR-CONDITIONED ELECTRIC CITY BUS ON GROSS COST MODEL UNDER SMART CITY MISSION (SCM) IN AMARAVATI CITY OF ANDHRA PRADESH

Suspension type	
Suspension type	Fully Air suspension.
Kneeling (mm) applicable in case of air suspension (required only for 400 mm floor height buses)	60 mm entry/exit side severally & collectively
Anti-roll bars/stabilizers	Both front and rear
Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear
Controls (optional)	Electronically controlled air suspension system
Vehicle Performance Specifications	
Minimum operation range per bus per day	220 km with Passenger Load, AC and under traffic conditions.
Acceleration 0-30 kmph (sec.)	Less than equal to 10.5
Maximum Speed	Geared maximum speed without speed limiter to be minimum 75 kmph
Grade ability from stop at GVW	17%
Rated HP / torque preferably at lower	Maximum engine torque required at

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rpm/rpm range	lower range of RPM and spread over a wider range of RPM
Emission Norms	BS III/BS IV/latest as applicable
Engine operational Requirements	Engine should be able to operate efficiently at ambient temperatures of approximately 0o to 50oC, humidity level from 5% to 100%, and altitude levels of up to 2000 meters, generally operating in the semi arid zone/hilly region prevailing in the area.
Bus body	
Body Description	Meeting AIS 052 Specification
Minimum Door Aperture without flaps (mm)	750-800
Door	<p>For first 10 lot of buses –</p> <ul style="list-style-type: none"> ➤ 2 Doors provided (Front & Middle) (Front door 700 Mm and Middle door 1200 Mm) <p>For all further lots of buses –</p> <ul style="list-style-type: none"> ➤ 2 Doors provided (Front & Middle) (Left side)(Front door 800 Mm and Middle door 1200 Mm) - Consider Front door 700 mm and middle door 1200 mm ➤ 1 middle door on the right side of 1200 Mm, if the authority asks so, to enable the

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	planned BRTS system in the capital region.
Air Conditioner (only cooling)	For up to 42 degree of saloon temperature and >42 degree of saloon temperature
Tyre	Steel radial tube-less. Size and Performance as per CMVR
Electrical System -	
Electrical System	24 volt DC
Batteries	Li-ion Phosphate or other technology
Self Starter	24V
Alternator	24V
Electrical wiring & control – type	As specified separately under ITS Specifications
Transmission -	
Automatic with torque convertor. Neutral during stops	Purchaser to select any one transmission system. However, rear engine buses to have either automatic or automated manual transmission system only. (any bus delivered after 1st April, 2015 will
Automated manual	
Manual - synchromesh - forward speeds	

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(minimum 5) & constant mesh on reverse gear	mandatorily have either automatic or automated manual transmission system)
Mounting	Column or floor Optional
Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission)
Bus Gates / Doors -	
Operating mechanism	Electro pneumatically controlled
Maximum opening closing time in seconds per operation	4
Positions of door controls	As per AIS 052
Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory
Maximum height of other steps -	
If door ahead of rear axle	250
If door behind rear axle	300

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<p>Floor surface material</p>	<p>12 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 1.2 gms/cc conforming to IS 3513(Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000(IS15061:2002)</p>
<p>Safety glasses and fittings:</p>	
<p>Front windscreen (laminated) glass</p>	<p>Single piece laminated safety glass, plain, flat/curved with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed. (Refer UBS II - Annexure 1)</p>
<p>Rear Windscreen</p>	<p>Single piece flat/curved toughened glass-plain/flat/curved at centre & curved at corners IS 2553 (Part-2)-1992/latest.</p>
<p>Size</p>	<p>Standard designs for each variant of buses to be followed. (Refer UBS 11 - Annexure 1)</p>

Glass Specification	Toughened glass IS 2553 (Part-2)-1992/latest
Glass thickness	4.8-5.3 mm
Window & other glasses - material Specifications, thickness etc.	Toughened as per IS 2553 (Part-2)-1992/latest of 4.8-5.3 mm thickness
Life cycle Requirement of bus (whichever is earlier)	10 years or 10,00,000 km
Usage of emergency exits	Provision of hammer for breaking of emergency glass and emergency exit doors

16. Other Requirements:

The Bus shall be energy efficient, environment friendly, commuter friendly, safe and secure for mass transportation of passengers. Bidder shall comply with the following minimum technical Specifications and other Requirements -

- The buses shall be pure electric air-conditioned buses. They shall be operated on electrically charged batteries.
- Batteries shall be of high quality and quick chargeable with flame proof technology for passenger safety, validated by third party testing centers approved by Government of India
- The charging stations shall need to be provided by the operator under this Contract as per the Requirement of the buses. (Proposal to be provided for fast & slow charging along with no. of chargers and locations).
- ASSCCL would provide the space for setting up of the infrastructure of the charging stations and associated accessories to the bus supplier. Charging facility/charging stations to be provided by the Bidder. Prices for charging stations to be considered before arriving at the quote.

- The operator shall ensure ready stock of critical components such as battery, motor etc. so that the daily operation of buses is not affected and the maintenance work can be easily done.
- Weight of the battery will have to be provided along with the Gross Vehicle Weight of the bus.
- The buses should be environment friendly and produce zero/minimum emission as possible. The buses shall be highly energy efficient and shall not contribute to pollution levels. The bus should be assembled in India with minimum 35% of localization achieved.
- Top speed of the vehicle should not be less than 75-80 KMPH. Suitable speed governance mechanism to be fix in bus.
- Turning angle of the buses to be specified
- Tyres will be ARAI approved.
- Regenerative braking system required.
- Kneeling mechanism should be present.
- ITS facility of the Bidder should be available in Amaravati
- Dealership/ maintenance of ACs of buses should be available in Amaravati
- Provision of passenger information system with destination boards and announcements
- All lights including headlamps and interiors should be LED.
- These electric buses shall comply with the notion of Zero Emission and relevant tests clearances should be received by the Supplier from relevant authorities as mentioned in the MVA/CMVR/ AIS 131. Relevant environmental clearance Certificates should be submitted by the Supplier to the Authority.
- Vendor has to provide training to the drivers and other personnel.
- CCTV surveillance system shall as per the UBS II Norms.
- Fire separation unit to be provided.
- Trial Performance:
 - The Bidder should arrange for trial operation of offered electric bus or its variant with all mandatory technical specification as per RFP.
 - In lieu of above point a Bidder can submit trial / Performance certificate based on any of previous clients in accordance with the present RFP
 - Financial bids will be opened for Bidders who will comply either of above-mentioned point (a) or (b)

PART VI – BID FORMS / PRICE SCHEDULES / ANNEXURE AND OTHER FORMS

FORMAT FOR SUBMISSION OF BID

(on the letterhead of the Bidders)

No. _____

Date: _____

To,

The Chief Executive Officer,

Amaravati Smart & Sustainable City Corporation Limited,

O/o. APCRDA, Lenin Centre, Governorpet,

Vijayawada, Andhra Pradesh-520002

Sub: Request for Proposal for the appointment of Operator for procurement, operation & maintenance of fully built 50 numbers of air-conditioned Electric City Buses on Gross Cost Model under Smart City Mission (SCM) in Amaravati city of Andhra Pradesh

Ref: RFP issued by the Authority vide No. _____ dated _____ and subsequent corrigenda/addenda and reply to pre-bid queries issued by the Authority.

Dear Sir,

With reference to your “Request for Proposal for the appointment of Operator for procurement, operation & maintenance of fully built 50 numbers of air-conditioned Electric City Buses on Gross Cost Model under Smart City Mission (SCM) in Amaravati city of Andhra Pradesh”, we hereby submit our bid - Technical Bid and Commercial Bid for the same.

- 1) Having examined the ‘Instructions to Bidders’ ‘General Conditions of Contract’, ‘Technical Specifications’, ‘Schedule of Requirements’ and the Proformas / Annexures for the above Bid, we the undersigned, offer to design, manufacture, supply, test and commission and guarantee the implementation of the Project in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in the Price Bid submitted separately, or such other sum as may be ascertained in accordance with the Bid Documents.
- 2) We acknowledge that this Annexure forms an integral part of the Bid. We also confirm acceptance of Preforms/Annexures given in the RFP Document.
- 3) We undertake that, if our Bid is accepted, we shall commence the scope of work viz manufacturing of Buses to complete the Supply, Testing and Commissioning of the Buses and installation & commissioning of charging infrastructure as per the Delivery Schedules as given herein and to guarantee satisfactory working of the buses and fulfil our obligations under the for the period specified under the RFP Document.
- 4) If our Bid is accepted, we will furnish a Bank Guarantee for Performance Security for the due Performance of the Contract. The amount and form of such guarantee will be in accordance with ‘General Conditions of Contract’.
- 5) We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge, and all documents accompanying such application are true copies of their respective originals.

- 6) We have independently considered the amount shown in 'General Conditions of Contract' as pre-estimated liquidated damages and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
- 7) We agree to abide by this Bid for a minimum period of 180 days from the date of opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
- 8) This bid, together with any further clarification/ confirmation given by us and your written acceptance thereof, shall constitute a binding Contract between us.
- 9) We understand that you are not bound to accept the lowest or any offer you may receive against this bid. We also agree that you may change/modify the evaluation criteria as specified in the RFP document.
- 10) If our Bid is accepted, we understand that we are to be held solely responsible for the due Performance of the Contract.
- 11) We agree to enter into a tripartite agreement with ASSCCL & your third-party service provider for discharge of all our obligations and the responsibilities to the Authority as per this Contract and to the extent they were applicable to the Authority.
- 12) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the Contract during the project, if selected to do so.

In case of any clarifications please contact, _____(Name) _____
(email) _____ (contact no.).

Thanking you,

Yours sincerely,

(Signature & Seal of the Lead Bidder)

(Printed Name & Designation)

Date:

Place:

Business Address:

GENERAL INFORMATION

Sl. No.	Particulars	Description to be filled by the Bidder	Documents to be submitted by the Bidder
1	Name of the Bidder		
2	Legal Status of the Bidder (Company, Pvt. Ltd., LLP etc.)		Copy of Incorporation Certificate
3	Brief description of the Company including main line of Business of the Bidder		Copy of MOU and AOA of the Company
4	Registered Office Address		Copy of Registration Certificate of Factory and License for manufacturing Buses
5	Incorporation Date & Number		Copy of Incorporation Certificate
6	GST Number		Copy of GST Registration
7	PAN Details		Copy of PAN
8	VAT Number		Copy of VAT Registration
9	List of current Directors		
10	Other Key Management personnel		
11	Name of the Person Authorized to sign Tender Document (Designation, address, mobile number, fax, email)		Original Power of Attorney in the name of the authorized person
12	Primary Contact Person (Name, Designation, address, mobile number, fax, email)		
13	Bus Design & Evaluation Facilities:		
a	In house facilities (Yes or No)		
b	If no, then Name & Address of the Firm to carry out the work Out-sourced		
c	Confirmation of being an authorized agency under CMVR		Certificate of authorization
14	Details of Inspection Equipment for Quality Assurance available In-house. (The details of Inspecting Equipment for Receipt Stage, In-process Stage of Inspection and Final Inspection)		
15	Details of Inspection Equipment for Quality Assurance of Out-sourced work. (The details of Inspecting		

**APPOINTMENT OF SERVICE PROVIDER / OPERATOR FOR OPERATION & MAINTENANCE OF 50
NUMBERS OF FULLY BUILT AIR-CONDITIONED ELECTRIC CITY BUS ON GROSS COST MODEL
UNDER SMART CITY MISSION (SCM) IN AMARAVATI CITY OF ANDHRA PRADESH**

	Equipment for Receipt Stage, In-process Stage of Inspection and Final Inspection)		
16	Details of available Equipment required for Safety Standards as per MORT&H Notification No. GSR853 (E) dated 19.11.2001. (or latest or others till date)		
17	Design Collaboration - Address & other details		Proof of Collaboration
18	Manufacturing Collaboration - Address & other Details		Proof of Collaboration
19	Quality Certificate (from reputed/ recognized Firm) - Certificate No. & Date of Validity		Copies of Certificates
20	Details of Safety Critical Items with their Type Copies of Certificates. Approval Certificate No. and Date (wherever applicable)		Copies of Certificates
21	Details of		
a	Quality Management System Certification (e.g. ISO: 9001-2000)		Copies of Certificates
b	Quality System Certification (e.g. ISO: 16949-1999)		Copies of Certificates
c	Environment Management Certification (ISO:14001- 1996)		Copies of Certificates
22	Role of Consortium (if applicable)	Brief scope of work in the consortium	

(Signature & Seal of the Lead Bidder)

(Printed Name & Designation)

Date:

Place:

Business Address:

FINANCIAL CAPABILITY INFORMATION

1. Turnover related data for last 3 financial years

All figures in Crore (Rs.)

Description	Financial Year 2017-18	Financial Year 2016-17	Financial Year 2015-16
Operating Revenue			
Add Other revenue			
Total Turnover			

2. Net worth

Description	As on 31.03.2018 All figures in Crore (Rs.)
Net worth	

Note:

- a. Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover
- b. Positive net worth as on 31.03.2018. Copy of self-certified statutory auditor certificate to be submitted along with the bid

(Signature & Seal of the Lead Bidder)
(Printed Name & Designation)

Date:

Place:

Business Address:

Annexure-4(a)

PERFORMANCE STATEMENT

- i) Details to be given for all types of bus chassis/complete bus supplied by the BUS MANUFACTURER in last 3 years; OR Construction of Electric Charging Infrastructure for charging of Electronic Vehicles.
- ii) Details to be furnished for the supplies or construction of charging infrastructure made by the Bidder in last three preceding years ending 31st March 2018.

Sl No	Name of the Purchasing Authority	Contract No. & Date	Description & Quantity ordered	Value of Contract (Rs in Cr.)	Date of completion of delivery (As per Contract)	Actual date of completion of delivery

(Signature & Seal of the Lead Bidder)

(Printed Name & Designation)

Date:

Place:

Business Address:

Annexure-4(b)

PERFORMANCE STATEMENT

The tenderers are requested to give details of similar type of Contract of Hiring of Buses executed by them for other State Transport Undertakings or Government/Private organizations during last 3 consecutive years. The details are to be furnished for the Contracts made by the Bidder in the last 3 consecutive years prior to the year in which the date of opening of bid falls.

Sl No	Name of the Authority	Contract No. & Date	Description & Quantity ordered	Value of Contract (Rs in Cr.)	Has the Contract been satisfactorily performed? (Attach satisfactory Performance Certificate, if any from other STUs, other Transport Organizations)

N.B.: The tenderers are requested to submit the list of Purchase Orders/Letter of Awards executed/undertaken in any part of India.

Annexure-5

STATEMENT OF DEVIATION IN DELIVERY SCHEDULE

The Bidder shall have to submit the deviation in the delivery Schedule, if any in the following manner (Following table is provided for illustration purpose. The Authority may change the Schedule of delivery as per different tables provided in the TENDER DOCUMENT based on the Requirement)

Delivery Schedule for Electric Buses

Sr No	Stage of Delivery of buses/charging stations to be completed	Month/Day
1	Inspection of the Prototype	Within 45 days from the date of issuance of Purchase Order
2	Delivery of 10 Buses along with Permanent Registration Certificate and associated work..	Within 30 days from the date of deployment of the prototype

NB: The Bidder has to comply with all the Requirements as stipulated in the TENDER DOCUMENT keeping in view the changes/amendments made. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations.”

(Signature & Seal of the Lead Bidder)

(Printed Name & Designation)

Date:

Place:

Business Address:

:

GUARANTEE D LIFE OF A FEW BUS AGGREGATES

Sl. No.	Item Description	Aggregate life in km before reconditioning	Life in km for each reconditioning
1	Motor		
2	Battery		
3	ITS Equipment		
4	Tyre		
5	AC System		
a	Compressor		
b	Evaporator		
c	Condenser		
d	Demister		
e	AC Blowers		
f	Any Others		
6	Any Other (Please specify)		

*Whichever applicable as per the detailed Specifications.

The guarantee d life of the bus: _____ Years/_____KM.

(Signature & Seal of the Lead Bidder)

(Printed Name & Designation)

Date:

Place:

Business Address:

APPOINTMENT OF SERVICE PROVIDER / OPERATOR FOR OPERATION & MAINTENANCE OF 50 NUMBERS OF FULLY BUILT AIR-CONDITIONED ELECTRIC CITY BUS ON GROSS COST MODEL UNDER SMART CITY MISSION (SCM) IN AMARAVATI CITY OF ANDHRA PRADESH

N.B.: Offered Bus specs shall comply with all applicable Central, State and local laws (including Acts, Rules & Regulations). These shall include, but not be limited to, the Disability Act 1995 as well as state and local accessibility, safety and Security Requirements. The Buses shall have Logo which will be intimated later.

Annexure-7

INFORMATION ON TECHNICAL SPECIFICATION

(To be submitted by the Vehicle Manufacturer)

(Signature & Seal of the Lead Bidder)
(Printed Name & Designation)

Date:

Place:

Business Address:

ADDITIONAL TECHNICAL SPECIFICATION IN ADDITION TO ANNEXURE 7

Sl. No.	Description	Specifications	
		As per Requirements given in the detailed Specifications	Offered by the bus manufacturer
1	<p>Bus Air Conditioning System:</p> <p>a) Make</p> <p>b) Identification/Model</p> <p>c) Type</p> <p>d) Capacity</p> <p>e) Tonnage</p> <p>f) Power consumption</p> <p>g) Time required to obtain nominal temperature of 20⁰C in the saloon under above operating and loading conditions.</p> <p>h) Total power consumption for 16 hrs. of operations, maintaining saloon temperature of 22⁰C under continuous operation of vehicle with door closed and load etc.</p> <p>i) compressor (A)Type (B) Capacity (C) Displacement (D) Refrigerant -Pressure at full filling -Full filling capacity</p> <p>j) Submission of CFC free certificate. Enclosed Separately- Yes/ No</p> <p>k) The details of Manufacturer, design, Specifications, mounting, etc. Enclosed Separately- Yes/ No</p>		

**APPOINTMENT OF SERVICE PROVIDER / OPERATOR FOR OPERATION & MAINTENANCE OF 50
NUMBERS OF FULLY BUILT AIR-CONDITIONED ELECTRIC CITY BUS ON GROSS COST MODEL
UNDER SMART CITY MISSION (SCM) IN AMARAVATI CITY OF ANDHRA PRADESH**

2	CABIN FAN (Manufacturer, Type/Model, Size, Quantity, Colour, Standard)		
3	DEMISTER (Manufacturer, Type/Model, Size, Quantity, Colour, Standard)		
4	WINDOWS: The Details of window design, fitment etc. Enclosed separately - Yes/ No		
5	WINDOW GLASSES: Colour of the tinted glasses Percentage Visual Transmission of Light of the tinted glasses		
6	INSULATION Details of insulation in the whole bus body. Enclosed separately. Yes/ No		
7	Performance statement The Details of Performance statement of AC bus specification. Enclosed separately - Yes/ No		

(Signature & Seal of the Lead Bidder)

(Printed Name & Designation)

Date:

Place:

Business Address:

LIST OF MATERIALS FOR TESTING OF RANDOM SAMPLES

Sl. No.	Items to be Tested	Specifications
1	CR Tubular section	BIS: 4923-1985 (or latest) of grade Yst. -240
2	Phosphating	BIS: 3618-1966 (or latest) Class A-2, two weeks (336 hours) Salt spray test in accordance with ASTM procedure B 117 with no structural detrimental effect to normally visible surfaces and no weight loss over 1%.
3	EPDM Rubber	As per the Indian/ International Standards to be specified by the Tenderer.
4	Glasses Laminated	BIS: 2553 (Part-2)-1992 (or latest) Float Glass, Front 'AA' Grade glass, PVB film in laminated glass.
5	Aluminum sections	IS: 733-1974 (or latest) for solid section, IS: 1285-1975 or latest for hallow section and IS 738-1977 or latest for drawn tubes, Alloy 63400, tempering WP.
6	Paint	PU Paint as per relevant IS: 13213:1991 (or latest) & any other relevant BIS Standards.
7	LT Wire	BIS: 2465-1984(or latest).
8	Aluminum Sheet	BIS: 737-1986(or latest). Alu. Alloy H-2/31000
9	CR Sheet	BIS:513-1986(or latest).
10	GI Sheet	BIS: 277-1985(or latest), Class-VIII Medium Coating of Zinc nominal weight 120 grams/M2.
11	Marine Board	BIS: 710:1976 or latest
12	Passenger Seat Assembly	As per relevant Automotive Industry Standards (AIS) India & BIS Standards.

NB: Material to be used in manufacturing of the buses shall conform to the specified BIS Standard or any equivalent / Superior International Standards such as ECE, JIS, DIN, ASTM, ISO etc.

Annexure-10

**LIST OF DOCUMENTS/ITEMS REQUIRED ALONGWITH GENERAL PERFORMANCE
DATA**

(Documents shall be enclosed duly attested by the Authorized Person of the Firm)

1. License for manufacturing buses by the bus manufacturer.
2. Copies of the type approval of fully built bus or bus chassis, aggregates/safety critical items as applicable.
3. Copies of documents in respect to the design and the manufacturing Collaboration.
4. Copies of Quality System certificates.
5. Copies of Certificates from previous Customers for satisfactorily commissioning & trouble-free services for the present design / other design of buses by the Bidder.
6. Submission of Power Point presentation material for the offered design of the bus in the form of a compact disc. (C.D.).
7. Submission of the General schematic Drawings, Bus Layout, Front, Rear and Both Side Views of the offered design of the bus.
8. Any other certificate/document certifying the credibility of the bus manufacturer/quality/ Performance of the bus.
9. A certificate of evaluation of bus body structure using Finite Element Analysis by an authorized agency as required in the Specifications be supplied by the bus manufacturer.

Annexure-11

**STATEMENT OF DEVIATION FROM TECHNICAL SPECIFICATION STIPULATED IN
THE REQUIREMENTS**

The following are the particulars of deviations from the TECHNICAL SPECIFICATION
STIPULATED IN THE REQUIREMENTS

Clause No	Deviation sought	Remarks including justification

NOTE: Where there is no deviation, the statement should be returned duly signed with an endorsement
indicating “No Deviations.”

(Signature & Seal of the Lead Bidder)
(Printed Name & Designation)

Date:

Place:

Business Address:

LETTER OF UNDERTAKING FOR NON-BLACKLISTING

(On the Letterhead of the Bidder)

To,

**The Chief Executive Officer,
Amaravati Smart & Sustainable City Corporation Limited,
O/o. APCRDA, Lenin Centre, Governorpet,
Vijayawada, Andhra Pradesh-520002**

Sub: Letter of Undertaking for non-blacklisting for participation in Request for Proposal for the appointment of Operator for procurement, operation & maintenance of fully built 50 numbers of air-conditioned Electric City Buses on Gross Cost Model under Smart City Mission (SCM) in Amaravati city of Andhra Pradesh

Ref: RFP issued by the Authority vide No. _____ dated _____ and subsequent corrigenda/addenda and reply to pre-bid queries issued by the Authority.

Dear Sir,

We confirm that our company or firm, is currently not blacklisted in any manner whatsoever by any of the State or UT and/or Central Government in India or any State or Central Public Sector Undertaking, on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We also further confirm that we are not barred by Government of Andhra Pradesh, or any other State Government in India or Government of India (GOI) or any State or Central Public Sector Undertaking from participating in any category of projects as on the last date of submission of the bids.

(Signature & Seal of the Lead Bidder)

(Printed Name & Designation)

Date:

Place:

Business Address:

ANTI-COLLUSION CERTIFICATE

(On the Letterhead of the Bidder)

We, hereby, certify and confirm that in the preparation and submission of our Bid for “**Request for Proposal for the appointment of Operator for procurement, operation & maintenance of fully built 50 numbers of air conditioned Electric City Buses on Gross Cost Model under Smart City Mission (SCM) in Amaravati city of Andhra Pradesh**” against the RFP issued by ASSCCL, have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature & Seal of the Lead Bidder)

(Printed Name & Designation)

Date:

Place:

Business Address:

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT FORMAT

B.G.No.

Dated:

1. In consideration of you, The Chief Executive Officer, Amaravati Smart & Sustainable City Corporation Limited, having its office at APCRDA, Lenin Centre, Governorpet, Vijayawada, Andhra Pradesh-520002., (hereinafter referred to as the “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **Appointment of Operator for procurement, operation & maintenance of fully built 50 numbers of air conditioned Electric City Buses on Gross Cost Model under Smart City Mission (SCM) in Amaravati city of Andhra Pradesh** (hereinafter referred to as “**the Project**”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Contract(hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank)

having our registered office at.....and one of its branches at

..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do

hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forth with to the Authority an amount of [insert in rupees (in words)] (herein after referred to as the “Guarantee ”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any

- such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding [insert in rupees (in words)].
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
 5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
 6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
 7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Acceptance by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
 8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 9. We undertake to make the payment on receipt of your notice of claim on us addressed to

[name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other Security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to

[insert in rupees (in words)]. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr. /Ms., its and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

BANK GUARANTEE FOR PERFORMANCE SECURITY FORMAT

To,

The Chief Executive Officer,

Amaravati Smart & Sustainable City Corporation Limited,

O/o. APCRDA, Lenin Centre, Governorpet,

Vijayawada, Andhra Pradesh-520002

WHEREAS:

(A)(the "**Operator**") and the Amaravati Smart & Sustainable City Corporation Ltd (the "**Authority**") have entered into a Contract dated (the "**Agreement**") whereby the Authority has agreed for the Operator to be appointed as of service provider / operator for procurement, operation and maintenance of 50 numbers of fully built air-conditioned electric city bus on gross cost model under Smart City Mission in Amaravati City of Andhra Pradesh, subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Operator to furnish a Performance Security to the Authority in a sum of Rs 10.00 cr. (Rupees Ten crore) (the "**Guarantee Amount**") as Security for due and faithful Performance of its obligations, under and in accordance with the Agreement, during the term of the Agreement.

(C) We, through our Branch at (the "**Bank**") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantee s and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantee s and undertakes to pay to the Authority upon occurrence of any failure or default in the due and faithful Performance of all or any of the Operator's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Operator, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of , that the Operator has committed default in the due and faithful Performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be

the sole judge as to whether the Operator is in default in due and faithful Performance of its obligations during the term of the Agreement and its decision that the Operator is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Operator, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Operator for any reason whatsoever.

3. In order to give effect to this Guarantee , the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Operator and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee .
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Operator before presenting to the Bank its demand under this Guarantee .
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee , to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or Performance of all or any of the obligations of the Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Operator or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or Security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or Performance of all or any of the obligations of the Operator under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee , all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED For and on
behalf of the BANK by:

(Signature) (Name)
(Designation) (Code Number)
(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee .
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annexure-16

**DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF
THE CONSORTIUM**

[On Non-judicial stamp paper of requisite fee duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2018 at [Place] among _____ (name of Bidder 1) and having office at [Address], India, as Party of the First Part and _____ (name of the Bidder 2) and having office at [Address], as Party of the Second Part and (hereinafter referred as " "). The parties are individually referred to as Party and collectively as Parties.

WHEREAS ASSCCL, Amaravati, Andhra Pradesh has issued a Request for Proposal vide No. _____ dated [Date] (RFP) from the Applicants interested in **Request for Proposal for the Supply of Air-Conditioned Electric Vehicle (E-Buses) from reputed Electric Vehicle Manufacturing Company under Smart City Mission (SCM) in Amaravati City of Andhra Pradesh.**

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

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

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the **“Request for Proposal for the Supply of Air-Conditioned Electric Vehicle (E-Buses) from reputed Electric Vehicle Manufacturing Company under Smart City Mission (SCM) in Amaravati City of Andhra Pradesh”** as a Consortium.
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services, which would be ordered by the ASSCCL pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the ASSCCL for **“Request for Proposal for the Supply of Air-Conditioned Electric Vehicle (E-Buses) from reputed Electric Vehicle Manufacturing Company under Smart City Mission (SCM) in Amaravati City of Andhra Pradesh”** for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

- iii. The Lead Bidder shall be solely and severally responsible and bound towards the ASSCCL for the Performance of the works in accordance with the terms and conditions of the Bid Document, and Contract. The consortium members, if any will support the lead Bidder in successful implementation of the objectives.
- iv. ----- (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
- a. To ensure the technical, commercial and administrative co-ordination of the work.
 - b. To lead the Contract negotiations of the work package with the ASSCCL.
 - c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
 - d. In case of an award, act as channel of communication between the ASSCCL and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement Bid Documents.
- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:
- Party A:
 - Party B:
- vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- viii. That this MoU shall be governed in accordance with the laws of India and courts in Amaravati, Andhra Pradesh shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part)

(Party of the second part)

Witnesses:

- i.
- ii.

Annexure-17

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZE SIGNATORY

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our legal Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)

Our firm is a Member or Lead Bidder of the Consortium of _____ and _____.

Dated this the day of 2018

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Notes:

- a. To be executed by all the members of consortium individually.
- b. The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Annexure-18

FORMAT FOR POWER OF ATTORNEY FOR LEAD BIDDER OF CONSORTIUM

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

Whereas Amaravati Smart & Sustainable City Corporation Limited (ASSCCL) has invited RFP response for (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s._____ and M/s._____ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's RFP response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s_____ hereby designate M/s_____ being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us or Consortium.

APPOINTMENT OF SERVICE PROVIDER / OPERATOR FOR OPERATION & MAINTENANCE OF 50
NUMBERS OF FULLY BUILT AIR-CONDITIONED ELECTRIC CITY BUS ON GROSS COST MODEL
UNDER SMART CITY MISSION (SCM) IN AMARAVATI CITY OF ANDHRA PRADESH

Dated this the _____ day of _____ 2018

(signature)

(Name in Block Letter of Executant)

[seal of Company]

Witness 1

Witness 2

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Notes:

- To be executed by all the members individually, in case of a Consortium.
- The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

FORMAT OF FINANCIAL BID

Financial bid will have to be submitted as per the terms of this Bid Document.

1. It is hereby certified that we have understood Instructions to Bidders, General Conditions of Contract, Technical Specification and all other terms and conditions given in the Bid Documents and have thoroughly examined Technical Specifications given in Bid Documents. We are fully aware of the type of Buses required and our offer is strictly in accordance with Requirements and according to the terms of Bid Documents. We agree to abide by the conditions of the Bid Documents.
2. We hereby offer to undertake the Project or such portion thereof as Authority may specify in the Letter of Acceptance/Contract at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the Last Date of Submission of Bid.

NOTE:

- (i) In case of discrepancy between Unit Price and Total Price, Price as favorable to the Authority shall prevail.
- (ii) In case of difference between Price in figures & words, Price quoted in words shall prevail.
- (iii) Instructions contained in the 'Instructions to Bidders', 'General Conditions of Contract', 'Technical Specification' & 'tender document Summary' may be carefully studied before filling up this 'Price Schedule'.
- (iv) Bidder shall clearly indicate breakup of prices in their Bids for Bus Price including government taxes/ levies etc as applicable at the time of filling their Bids.
- (v) Tender fees to be submitted along with Technical Bid.

FORMAT FOR PRICE BID

Sr No	Item Description	Quoted unit Price (including all taxes but excluding GST) (Rs.)	GST percentage as applicable (%)	GST Amount as applicable (Rs.)	Total Amount (Rs.)
		A	B	(C=AxB)	D=(A+C)
1	Hiring Charges in Rs. per Km. for AC Buses with minimum Assured km of 68328 km per annum (219 Kms per day)				

TOTAL QUOTED PRICE (in INR) AS PER OFFER (E) = (D x i)

where

i= Minimum Assured KM per bus.

Note:

The responsive technically qualified Bidder quoting the lowest price shall be awarded the Contract subject to fulfilling the conditions set out in the RFP document

FORM OF CONTRACT AGREEMENT

This Agreement is made at Amaravati, Andhra Pradesh on the _____ day of _____ 2018 between Amaravati Smart & Sustainable City Corporation Limited (ASSCCL) , Amaravati hereinafter called “the Employer” of the one part and _____ (Name of Contractor) _____ (Address _____ of Contractor) _____ of _____ hereinafter called “the Contractor” of the other part.

Whereas the Employer is desirous that Works should be executed, viz. _____ (Name of work as mentioned in the title of the RFP) hereinafter called “the Works” and has accepted a Tender by the Contractor for the execution and completion of such works and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) Contract Agreement
 - b) Letter of Acceptance (LoA)
 - c) All RFP Documents till its last amendments including Notice Inviting to Tender (NIT), Reply to pre-bid queries, Addenda/corrigenda to the Tender document, if any.
 - d) Instructions to Bidders (ITB) including Annexure
 - e) General Conditions of Contract (GCC)
 - f) Schedule of Requirements
 - g) Technical Specifications
 - h) Quality Assurance Requirements
 - i) Price Bid
 - j) Contractor’s Proposal
 - k) Any other items as applicable

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Project and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Total Contract Price of _____(currencies and the amounts in figures and words) being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against any liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.

6. JURISDICTION OF COURT

For settlement of disputes, the Courts at Amaravati, Andhra Pradesh shall have the jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year first above written

For and on behalf of the Contractor For and on behalf of the Employer

Signature of the authorized official Signature of the authorized official

Witness

PASSENGER CHARTER

*** Buses (Name of SPV/Bus Service)

At your service

Our Passenger Charter explains our commitments to you and sets out the targets that these are based upon. It is not legally binding and does not affect your legal rights, which are set under the law. Copies of the Conditions can be obtained from all staffed stations or from our Customer Service Centre. They can also be viewed online at www.*****.

Contents

- (1) Introduction
- (2) Our standards for bus service performance
- (3) Information and planning for your journey
- (4) Passengers who require assistance
- (5) Buying a ticket
- (6) Your journey
- (7) Claims for delays and cancellations
- (8) Listening to your views

1. Introduction

We want to give our passengers excellent service!

This is a bold statement but its intention is to focus the mind of every employee of the ***** Bus, on what is important - our passengers. We aim to provide you with:

- a) Safe, clean, reliable and punctual services
- b) Reliable, timely and easy to understand information
- c) Polite, friendly and helpful staff

We will also continue to work at improving the integration of our bus services with other transport providers.

Inevitably, there will be times when problems occur and we are not able to achieve the standards we aim for. Our Charter explains what we will do for you when this happens.

2. Our standards for bus service performance

We will continue to work hard at improving our performance to provide you with a consistently reliable and punctual service.

2.1. Peak time definition

Peak buses are any buses departing between 0800 and 1000 hours inclusive, or between 1700 and 1900 inclusive, Monday to Friday only and the aforesaid time definition may be modified from time to time depending on average daily traffic volumes during these hours.

2.2. Key performance indicators

Our target is to adhere to the below specified performance indicators –

(Key performance indicators as per the contract to be included here. Penalty kms. should not be included)

You can view our performance results for the previous four weeks and 12 months on ‘Track Record’ posters displayed on the website of the ****.

The method of monitoring our performance is independently audited annually.

We do not include disruption caused by matters out of the industry’s control, such as trespass, vandalism and terrorism.

3. Information and planning for your journey

We will provide you with accurate and impartial information about the bus services, fares and facilities to help you plan your journey. You can obtain this information in a number of ways.

- a) ***** Bus Enquiries - telephone: (24 hours)

***** Bus Enquiries offers you impartial information on bus times and fares for any part of the city, on behalf of all the bus companies.

* Calls are charged at a local rate and may be monitored.

You can also obtain online information about bus times and up-to-the-minute bus-running information by visiting www.*****.

- b) Customer Service Centre – Tel: *****

In addition to the Bus Enquiries, Customer Service Centre also provides information on how our buses services are running. The Customer Service Centre is open 24 hours a day except on national holidays.

*Calls are charged at a local rate and may be monitored.

3.1. At the Maintenance Depots

We will display up-to-date timetable posters at all Maintenance Depots and our website ****. These will include the main destinations and connections.

Timetables and pocket timetables are available in advance of timetable changes.

We also provide information on posters and other signages at bus stops about the location of bus stops and other local transport to help you continue your journey.

3.2. Our website

We aim to provide as much useful and relevant information as possible on our website to help you plan your journey. This includes real-time bus-running information and pocket timetables to download.

3.3. Engineering work

3.3.1. Planned engineering work

From time to time, ***** Buses have to carry out planned engineering and improvement work to maintain the Buses. This can cause alterations to our services, especially on weekends and public holidays.

When alterations take place, we will advise you in advance where possible through our published timetables and our website *****.

For weekend and public holiday engineering work affecting our services, a poster titled 'Changes to Bus Times' will be displayed at each station we serve.

Information will also be available from:

- a) Bus Enquiries
- b) Customer Service Centre

We will always aim to provide information at least four weeks in advance through these three channels.

3.3.2. Unplanned engineering work

Occasionally, ***** Buses have to carry out emergency engineering work at very short notice. When this happens we aim to inform you through Bus Enquiries, our Customer Service Centre, bus stop and on-bus public address announcements.

3.4. Bus replacement services

When bus services are replaced by a special bus service, for all or part of the journey, it may not be possible for you to take prams or bicycles on these buses. Please enquire on our website ***** or contact our Customer Service Centre if you need further advice.

3.5. Help and advice during your journey

We understand that alterations to services due to engineering work can cause extra problems for customers. Our on-bus staff can help you if you need advice.

4. Passengers who require assistance

We are committed to meeting the travelling needs of our disabled passengers. We recognize that many of our passengers may have special needs which require us to adjust the way we provide our service.

4.1. Advance information and assistance for disabled passengers

We advise passengers who would like assistance to contact our Customer Service Centre in advance. Our staff will advise you of the most suitable route for you, taking into account those stations along our route which may not be accessible for passengers with disabilities.

- a) Telephone (24 hours):
- b) Fax:
- c) Text phone:
- d) Bus Enquiries text phone:

4.2. Buses

All buses on our network are fully accessible to disabled passengers.

4.3. Reservations of wheelchair spaces

Reservations are available to disabled passengers on all of our services that have a designated wheelchair space and/or priority seats.

4.4. On-bus information

We are committed to providing important travel information in a variety of ways so that it can be accessed by as wide a group of passengers as possible.

All of our buses are equipped with public address systems to provide audible announcements to hearing passengers. All buses are equipped with a passenger information system that uses visual displays to enable hearing-impaired passengers to access information.

We recognize that good announcements are essential to visually impaired passengers, so our employees are trained to speak clearly.

4.5. Disability awareness training

All our frontline staff and managers receive training in disability awareness.

4.6. Further Information:

***** Bus System Disabled Persons' Protection Policy (DPPP) sets out our full arrangements for passengers with disabilities. It can be supplied in a range of formats (large print, Braille and audio), available from our Customer Service Centre.

We have also produced a leaflet containing useful information, called 'Our Service for Passengers with Impairments'. It is available at our Maintenance Depots and from our Customer Service Centre.

5. Buying a ticket

We will sell you the most appropriate ticket for your journey.

In the bus -

- Both cash and cash-less payments are accepted till the time Automated Fare Collection System is installed. As part of the vision of Amaravati smart city, we encourage customers to adopt cash-less payments.

6. Your journey

6.1. Getting a seat

We operate a 'walk-on' service, which means you can board any bus provided you purchase a valid ticket. As a result, we cannot guarantee to provide a seat for you, especially during peak periods or during disruption.

6.2. Security

We work very closely with the local authorities to improve security on our buses.

We aim to reduce levels of crime, trespass and vandalism and we are investing to achieve this. Initiatives include:

- a) Installation of CCTV on Buses
- b) Appropriate lighting in buses
- c) Hotline service during operational period

More information can be found in the Safety and security section of our website.

6.3. Smoking

Smoking is not permitted anywhere on the Buses.

6.4. Lost Property

Our Lost Property office at is open from 0730 -1900 Monday to Friday.

Telephone the office on

All property found on our services and at our stations is forwarded to our Lost Property office. To make an enquiry, complete our Lost Property online form.

6.5. Service disruption

Unfortunately, things do sometimes go wrong, causing disruption that cannot always be foreseen or avoided. In these circumstances, we may have to introduce emergency timetables. We will aim to inform you in advance before these timetables come into operation, with notices at stations and by other appropriate media.

Other causes of disruption include:

- Emergency engineering work
- Trespass and vandalism
- Bus breakdowns
- Accidents
- Security alerts.

Under such circumstances we may have to make changes to our services without giving prior warning to protect your safety and that of our staff. We will always try to minimize disruption, keep you informed and provide or recommend alternative means of travel.

If a problem occurs after your bus journey has started, we will work hard to get you to your destination station or provide other transport arrangements. If your intended journey is no longer possible, we will do our best to get you back to an appropriate bus stop.

All our buses are fitted with public address systems and most of our staff are linked by telephone systems. We aim to let you know what is happening.

7. Listening to your views

We carry out and analyse passenger survey research to provide information about what you think of different aspects of our service.

We hold regular Meet the Manager events, which enable you to speak directly to managers to put your views to them or ask them questions. Details of Meet the Manager events will be

advertised on station posters, in our passenger magazine e-motion, through our Customer Service Centre and also online.

We will listen to your views and communicate through correspondence and by telephone. We have a specially trained Customer Service Centre team able to respond to you and we also liaise with passenger representative bodies and user groups that exist to protect your interests.

We shall create a web-based customer feedback application. We request the commuters to give their valuable feedback to improve our service standards.

7.1. Making a comment or complaint

We welcome your comments, suggestions, complaints and praise about any aspect of our service. We also welcome comments about our Charter.

Senior managers monitor the number and type of complaints and comments that you make. They are also responsible for delivering continuous improvement to customer service. Your feedback can therefore help us to achieve this.

If you are commenting on a journey please remember to include your tickets and any other details, as this will help us to provide you with a quicker response.

7.2. Further information:

We have a full Customer Comments and Complaints Handling Procedure (CCCHP). Copies of our CCCHP can be obtained from our Customer Service Centre or from our website www.*****.

7.3. Contacting our Customer Service Centre

Please visit our Contact us section for details.

7.4. Our promised response times

If you write to us, you should hear from us within five working days of us receiving your communication.

However, it may take longer to provide a full reply (e.g. if an investigation is required) and if this happens we will send you an acknowledgement within five working days and reply within 20 working days.

If a full reply cannot be made within 20 working days we will contact you again to update you.

7.5. If you are unhappy with our reply

We will work hard to deal with your concerns to your satisfaction but if you are unhappy with our response please let us know.

Alternatively, you can approach the consumer courts or other similar fora set up under Applicable Laws