

Amendment No. 6

Ref. No.: . CESL/06/2023-24/PM-eBusSewa/23241106/ Amdt-6

Date: 25-01-2024

To

M/s.....
.....

Subject: Amendment No. 6 to the tender “Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,825 Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa.”

Ref.

1. IFB No. CESL/06/2023-24/PM-eBusSewa/23241106 (E-tender id: 1919) Dated 17-11-2023
2. Corrigendum No. 1 Dated: 24.11.2023
3. Pre-bid meeting held on 01.12.2023.
4. Amendment No. 1 Dated: 14-12-2023; Amendment No. 2 Dated: 28-12-2023; Amendment No. 3 Dated: 29-12-2023; Amendment No. 4 Dated: 15-01-2024; Amendment No. 5 Dated 17-01-2024

Sir/ Madam,

The following Amendment (s) to above mentioned RfP are hereby authorized :-

1. The amended Volume 1 of Section-4 of RfP has been placed.
2. The amended Annexure 24 of Section-6 of RfP has been placed.

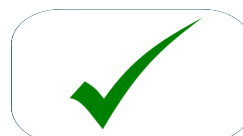
IMPORTANT NOTICE TO BIDDERS:

It may please be noted that all tender/previous amended terms are further amended as per this document. In case the prospective bidder observes variation in the Lot wise quantity in the price bid vis-à-vis Annexure A of Volume 1 of this document on or after 27th January 2024, then he may contact the designated CESL team as intimated in Amendment No. 5.

Rest all terms and conditions of IFB shall remain unchanged.

Thanking you

Sd-
For and on behalf of CESL
(a wholly owned subsidiary of EESL)



Signature :-
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd
29a28619b4f15f97b553a26453b9530a, ST=DELHI, OID.2.5.4.17=110003,
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C=IN
User ID : nikhil.bhandari
Serial No : 1629763
PB : a.bhattacharya(Ashim Bhattacharya)
Date : 25-01-2024

Corrigendum - PM-eBus Sewa Tender

S. No.	Clause No.	Existing Clause Description	Amended Clause Description																														
1	Vol 1: SNo 2	<p><u>Package 1:</u></p> <p>Maharashtra (9m Standard Floor AC): 747 Total: 1260</p> <p>Odisha (9m Standard Floor AC): 190 Total: 290</p> <p><u>Package 2:</u></p> <p>Maharashtra (7m Standard Floor AC): 193</p>	<p><u>Package 1:</u></p> <p>Maharashtra (9m Standard Floor AC): 777 Total: 1290</p> <p>Odisha (9m Standard Floor AC): 240 Total: 340</p> <p><u>Package 2:</u></p> <p>Maharashtra (7m Standard Floor AC): 213</p>																														
2	Vol 1: SNo 2	<p><u>Package 1:</u></p> <p>9m Standard Floor AC: 2,151 12m standard floor AC: 974 12m Low Floor AC: 100 Total: 3,225</p> <p><u>Package 2:</u></p> <p>Total: 500</p>	<p><u>Package 1:</u></p> <p>9m Standard Floor AC: 2,231 12m standard floor AC: 974 12m Low Floor AC: 100 Total: 3,305</p> <p><u>Package 2:</u></p> <p>Total: 520</p>																														
3	Vol 1: SNo 7.4	<p>The State/ UT wise EMD details are provided in the table below:</p> <p>Package 1</p> <table><tr><th>State/UT</th><th>No. of Buses</th><th>Amount (in INR crores)</th></tr><tr><td>Maharashtra</td><td>1260</td><td>33.83</td></tr><tr><td>Odisha</td><td>290</td><td>7.66</td></tr></table> <p>Package 2</p> <table><tr><th>State/UT</th><th>No. of Buses</th><th>Amount (in INR crores)</th></tr><tr><td>Maharashtra</td><td>193</td><td>3.78</td></tr></table>	State/UT	No. of Buses	Amount (in INR crores)	Maharashtra	1260	33.83	Odisha	290	7.66	State/UT	No. of Buses	Amount (in INR crores)	Maharashtra	193	3.78	<p>The State/ UT wise EMD details are provided in the table below:</p> <p>Package 1</p> <table><tr><th>State/UT</th><th>No. of Buses</th><th>Amount (in INR crores)</th></tr><tr><td>Maharashtra</td><td>1290</td><td>34.55</td></tr><tr><td>Odisha</td><td>340</td><td>8.86</td></tr></table> <p>Package 2</p> <table><tr><th>State/UT</th><th>No. of Buses</th><th>Amount (in INR crores)</th></tr><tr><td>Maharashtra</td><td>213</td><td>4.17</td></tr></table>	State/UT	No. of Buses	Amount (in INR crores)	Maharashtra	1290	34.55	Odisha	340	8.86	State/UT	No. of Buses	Amount (in INR crores)	Maharashtra	213	4.17
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4	Vol 1: SNo 9.1 Table 1,	<p>Package 1</p> <table><tr><th>State/UT</th><th>No. of Buses</th><th>MAAT requirement Amount (in INR crores)</th><th>ACI requirement Amount (in INR crores)</th></tr><tr><td>Maharashtra</td><td>1260</td><td>126.87</td><td>507.51</td></tr></table>	State/UT	No. of Buses	MAAT requirement Amount (in INR crores)	ACI requirement Amount (in INR crores)	Maharashtra	1260	126.87	507.51	<p>Package 1</p> <table><tr><th>State/UT</th><th>No. of Buses</th><th>MAAT requirement Amount (in INR crores)</th><th>ACI requirement Amount (in INR crores)</th></tr><tr><td>Maharashtra</td><td>1290</td><td>129.58</td><td>518.32</td></tr></table>	State/UT	No. of Buses	MAAT requirement Amount (in INR crores)	ACI requirement Amount (in INR crores)	Maharashtra	1290	129.58	518.32														
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User ID : nikhil.bhandari
Serial No : 1629763
PB : a.bhattacharya(Ashim Bhattacharya)
Date : 25-01-2024

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6	Vol1: SNo 12.2.7	<p>The maximum number of cumulative Buses that can be allotted to one Bidder in Package 1 will be restricted to 2,260 Buses (“Quantity Restriction”). If the selected bidder is L1 in multiple states and the cumulative no of buses in those States are more than 2,260 then such bidder is eligible to get maximum up to 2,260 buses only. In such cases, L1 bidder will have the right to choose the State(s) of its choice subject to the maximum of cumulative 2,260 buses.</p>	<p>The maximum number of cumulative Buses that can be allotted to one Bidder in Package 1 will be restricted to 2,310 Buses (“Quantity Restriction”). If the selected bidder is L1 in multiple states and the cumulative no of buses in those States are more than 2,310 then such bidder is eligible to get maximum up to 2,310 buses only. In such cases, L1 bidder will have the right to choose the State(s) of its choice subject to the maximum of cumulative 2,310 buses.</p>																																																																										
7	Vol 1: SNo 12.3.4	<p>In case a Bidder is L1 for more than 2,260 No. of Buses in Package 1, then CESL shall ask the Preferred Bidder to choose the States in Package 1 in which it wishes to operate.</p>	<p>In case a Bidder is L1 for more than 2,310 No. of Buses in Package 1, then CESL shall ask the Preferred Bidder to choose the States in Package 1 in which it wishes to operate.</p>																																																																										
8	Vol 1: Annexure B	<p>City-wise Demand</p> <p>New Clause added</p>	<p>City-wise demand for Chandrapur (Maharashtra) for 30 Nos of 9m standard floor Buses and 20 Nos of 7m standard floor Buses are added.</p> <p>City-wise demand for Sambalpur (Odisha) for 50 Nos of 9m standard floor Buses are added</p>																																																																										



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9	Vol 1: Annexure C	Depot Details New Clause Added	Depot details for Sambalpur (Odisha), SOUADTGA-Ektanagar (Gujarat), Guwahati (Assam) and Chandrapur (Maharashtra) has been added.
10	Section 6: Annexure 24	Declaration for Quoted Lots by the Bidder New Clause has been added	New row for Assam State, Separate state-wise rows for 7m Standard floor Buses has been added



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SECTION- 4

Request for Proposal (RfP)

For

Selection of Bus Operator for

Procurement, Supply, Operation and Maintenance of

3,7253,825 Electric Buses and Development of Allied

Electric and Civil Infrastructure on

Gross Cost Contracting (GCC)

under

PM-eBus Sewa

November 2023



Signature :-
Subject : CN=NIKHIL BHANDARI, SERIALNUMBER=927dd976a497ef6a2efe4c87192bd
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Date : 25-01-2024

SECTION-4

(Note: The terms and conditions stipulated herein that is section-4 will supersede any contradictory/similar/overlapping terms and conditions in any other section/part of tender)

Name of Work: -: Request for Proposal for Selection of bus operator for Procurement, Supply, Operation and Maintenance of 3,7253,825 Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa

NIT/Bid Document No.: CESL/01/2023-24/PM-eBusSewa/20231116

Dated 16.11.2023

This Section 4 of Request for Proposal (RfP) comprises of three volumes:

- Instructions to Bidders (Volume 1)
- Concession Agreement (Volume 2)
- Technical Specifications (Volume 3)

The Bidder is expected to examine all Instructions to Bidders, Concession Agreement and Technical Specifications in the RfP Document and to furnish with its Proposal all information or documentation as is required by the RfP Document.

The bidding documents including this RfP Document and all attached documents are and shall remain the property of Convergence Energy Services Limited (CESL) and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. CESL will not return any Proposal, or any information provided along therewith.

The statements and explanations contained in this RfP are intended to provide an understanding to the Bidders about the subject matter of this RfP and shall not be construed or interpreted as limiting in any way or manner whatsoever the scope of services, work and obligations of the Selected Bidder to be set forth in the Concession Agreement or the Authority, the Authority's right to amend, alter, change, supplement or clarify the scope of service and work, the Concession Agreement to be awarded pursuant to the RfP Document including the terms thereof, and this RfP including terms herein contained.

Consequently, any omissions, conflicts or contradictions in the Bidding Document including this RfP are to be noted, interpreted, and applied appropriately to give effect to this intent and no claim on that account shall be entertained by either CESL or the Authority.



DISCLAIMER

1. This Request for Proposal (RfP) document is not an agreement or offer by CESL to the prospective Bidders or to any other party. The purpose of this RfP document is to provide interested parties with information to assist the formulation of their Bid. The RfP document is based on material and information available in public domain.
2. This RfP, is not transferable and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). If the recipient does not continue with its involvement in the Project in accordance with this RfP, this RfP must be kept confidential.
3. While this RfP has been prepared in good faith, neither CESL nor its employees or advisors/consultants make any representation or warranty expressed or implied as to the accuracy, reliability or completeness of the information contained in this RfP. The Bidders shall satisfy themselves, on receipt of the RfP document, that the RfP document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of this RfP document on or before the date & time mentioned in this RfP, it shall be considered that the issued document, complete in all respects, has been received by the Bidders.
4. This RfP document includes statements, which reflect various assumptions arrived at by CESL to give a reflection of current status in the RfP. These assumptions should not be entirely relied upon by Bidders in making their own assessments. This RfP document does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. It is not possible for CESL to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfP document. Certain Bidders may have a better knowledge of the Project than the others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP document and obtain independent advice from appropriate sources.
5. Neither CESL, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfP document, any matter deemed to form part of this RfP document, the award of the Project, the information supplied by or on behalf of CESL or its employees, any consultants or otherwise arising in any way from the qualification process for the said Project.
6. By participating in the bidding process, each of the Bidder shall have acknowledged and accepted that it has not been induced to enter into such agreement by any representation or warranty, expressed or implied, or relied upon any such representation or warranty by or on behalf of CESL or any person working in the bidding process.
7. CESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement this RfP document. Such updates, amendments, or supplements, if any, will however be circulated to the Bidders within reasonable time prior to the last date for submission of Bid.
8. Each Bidder unconditionally agrees, understands, and accepts that the CESL reserves the rights to accept or reject any or all Bids without giving any reason. Neither CESL nor its advisers shall entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.
9. This RfP may be withdrawn or cancelled by the CESL at any time without assigning any reasons thereof. CESL further reserves the right, at its complete discretion to reject any or all the Bids without assigning any reasons whatsoever.



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User ID : nikhil.bhandari
Serial No : 1629763
PB : a.bhattacharya(Ashim Bhattacharya)
Date : 25-01-2024

Volume 1 – Instructions to Bidders



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ANNEXURE E: NOTE ON PROPOSED PAYMENT SECURITY MECHANISM (PSM) SCHEME FOR PM-EBUS SEWA	48



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Date : 25-01-2024

1. DEFINITIONS

- 1.1 **“Associate/ Parent”** means a Company that either directly or indirectly controls or is controlled or is under common Control (sister concern) with a Bidder and hereinafter is referred to as Associate or Parent, as the case maybe.
- 1.2 **“Applicable Laws”** shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time and a list of such laws is placed at Annexure D
- 1.3 **“Authority”** shall mean public transport corporations/ state transit authority/ state transport undertakings and/ or any entity owned by the government (central/ state/ municipal) which is engaged in public transport services and is a party to the Concession Agreement.
- 1.4 **“Bidder(s)”** shall mean individual entity or a Consortium of entities, as the case maybe, bidding in response to this RfP
- 1.5 **“Bid Due Date”** means the last date by which the Bidder(s) can submit their bid in response to this RfP along with all other relevant documents to CESL as per the timeline defined in Clause 21.3 of RfP Volume 1.
- 1.6 **“Control”** means the following:
- a. The ownership of common shareholders, directly or indirectly (i.e., together with one or more of its subsidiaries/Holding companies), of at least 51% of the voting shares/ shareholding of the firm in question, OR
 - b. The right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.
- 1.7 **“Electric Bus/ e-Buses/ Buses”** means a bus complying with Standards and Specifications as detailed in Volume 3 “Technical Specifications of e-buses”.
- 1.8 **“OEM”** means Original Equipment Manufacturer of Buses which is a registered bus manufacturer in India under applicable laws.
- 1.9 **“Project Implementing Entity or Special Purpose Vehicle or SPV”** means an entity which is incorporated by the Selected Bidder(s) for executing the Agreement and implementing the Project.
- 1.10 **“Selected Bidder(s)”** means a bidder that is issued Letter of Confirmation of Quantity (“LoCQ”) by CESL for its respective Lot as per the provisions of Clause 12 of RfP Volume 1.



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2. BACKGROUND

India is at the cusp of an e-mobility revolution. The Government of India (GoI) is moving towards accelerated adoption of EVs to cut down its fuel import bills, carbon emissions and air pollution. It has announced a target to reach 30% EV adoption by 2030.

Government of India aims to augment public sector bus fleet with a view to strengthening, modernizing, and greening public transport in India. An increase in the number of Electric buses on Indian roads will help to enhance economic development commuter mobility, local production, reduce air pollution, climate change and increase in employment. Crucially, changing to Electric Buses will reduce fossil fuel import bills. For this Government of India has approved the PM-eBus Sewa scheme on 16th August 2023. The scheme aims to augment urban bus operations with central assistance of 20,000 crore for deploying 10,000 electric buses - underscoring India's commitment to fostering sustainable transport solutions to achieve our decarbonization ambitions. The scheme shall also provide 10 years of operational support for buses besides associated bus infrastructure development and Green Urban Mobility initiatives. The administrative Ministry for this scheme is Ministry of Housing and Urban Affairs (MoHUA). This Bid document is being issued under the guidelines for PM-eBus Sewa, notified by MoHUA, and the guidelines can be accessed at the link: <https://mohua.gov.in/upload/uploadfiles/files/PM-eBus-Sewa-Guidelines-Part-I.pdf>

Payment Security Mechanism (PSM) will also be a part of the PM-eBus Sewa Scheme. As per the scheme guidelines, State Guarantee will be provided for payment of bus operations and States/ Union Territory (UT) shall agree to the PSM being developed by Government of India. Payment Security will be provided to the Operator as per the Concession Agreement signed between Authority and the Operator for procurement and operation of e-buses through Payment Security Mechanism being developed by GoI. Note on the proposed PSM under PM-eBus Sewa Scheme is in Annexure E. The Selected Bidder(s) has the option to execute the Concession Agreement only after the PSM has been notified by GoI.

MoHUA has aggregated the demand from the cities shortlisted under this scheme. A total demand of **3,7253,825** was received from 8 States and 3 UTs. Details of demand received from the participating States/ UTs is as under:

Package1: This package contains the demand for 9m and 12m Buses.

States/ UT	9m Standard Floor AC	12m Standard Floor AC	12m Low Floor AC	Total
Assam	100	-	-	100
Bihar	200	200	-	400
Chandigarh	-	-	100	100
Gujarat	450*	-	-	450
Haryana	200	-	-	200
J&K	80	45	-	125
Maharashtra	747-777	513	-	1,2601,290
Meghalaya	20	-	-	20
Odisha	190-240	100	-	290—340
Puducherry	25	50	-	75
Punjab	139	66	-	205
Total	2,1512,231	974	100	3,2253,305

*25 Buses for SOUADTGA- Gandhinagar will not be eligible for the Central Assistance (subsidy) under PM-eBus Sewa but will be covered under the PSM scheme.



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Package 2: This package contains the demand for 7m Buses.

States/ UT	7m Standard Floor AC
J&K	75
Maharashtra	193 213
Meghalaya	30
Odisha	60
Punjab	142
Total	500 520

3. ABOUT CESL

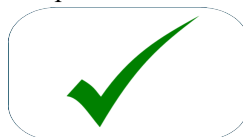
Energy Efficiency Services Limited (EESL) is an Energy Service Company (ESCO), promoted by Ministry of Power, Government of India as a Joint Venture of four reputed public- sector undertakings: NTPC Limited, Power Finance Corporation Limited, REC Limited and Power Grid Corporation of India Limited. EESL works through its wholly owned subsidiary Convergence Energy Services Limited (CESL) on electric mobility. CESL offers interventions that solve multiple gap areas in the energy ecosystem by amalgamating seemingly independent yet complementary sectors such as electricity, transport, home appliances and introducing models for adoption at scale through government partnerships and innovative financing such as carbon markets.

CESL launched a ‘Grand Challenge (GC)’ on 30th September 2021 to aggregate demand from the 9 cities selected for phase-II of the FAME II scheme on an Operational Expenditure (OPEX) basis, i.e., using Gross Cost Contracts (GCC). Under this model, the private service provider invests in the purchase of bus and charging infrastructure along with its operations and maintenance throughout the contract tenure and in return receive a per km (“PK”) fee. The revenue collection would continue to remain with the city. The model has the advantage of enabling the contracting authority to focus on overseeing service delivery, limiting the upfront capital investment by cities and the need to manage staff, and at the same time transferring the technology risk of electric buses to the service providers who are best suited to manage them.

To this end, CESL on behalf of Public Transport Agencies (also referred to as Authorities or State Transport Corporations in this Tender) for the aggregated demand received from Ministry of Housing and Urban Affairs (MoHUA) under PM-eBus Sewa Scheme, is floating a tender for “Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of ~~3,7253,825~~ buses. Buses shall be fully built electric buses of 7m, 9m, and 12m length along with allied electrical & civil infrastructure under Gross Cost Contract (GCC) Model in line with Volume 3 (the “Project”).

4. SCOPE OF WORK

- 4.1 This RfP has been prepared for the deployment of 7m, 9m and 12m electric buses on GCC basis, through the PM-eBus Sewa. A Concession Agreement as per the format provided in Volume 2 (“Agreement”) shall be signed between the Selected Bidder and the participating Authority (individual Agreements to be signed with each Authority). The monthly assured kms and period of Concession Agreement (“Concession Period”) for different types of buses is provided below.



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Bus Type	Monthly Assured Kms	Concession Period
Type I* buses		
7m Standard Floor AC Bus	4,800	12 years
9m Standard Floor AC Bus	5,400	12 years
12m Standard Floor/ Low Floor AC Bus	6,000	12 years

**Type I definition as per AIS: 052*

4.2 The scope of work for CESL shall be as follows:

CESL shall play the role of a Program Manager for deploying electric buses under and shall be responsible for following:

- Designing and implementing a transparent and fair competitive bid process.
- Designing and drafting of bid documents, agreements, and other documentation
- Finalization of the technical specifications for buses suitable for the participating STUs
- Floating of Tender for e-Buses deployment
- Discovery of GCC prices and communicate the same to Authorities and Selected Bidders
- Assist Authorities and the Selected Bidder to finalize and sign the Concession Agreement.
- Administering Payment Security Mechanism (PSM) to be setup by Government of India (GOI) for Buses under this tender document.

5. BRIEF DESCRIPTION OF THE BIDDING PROCESS

The key points of bidding process are as follows:

5.1 Bidding Process: CESL has adopted a single-stage, two-envelope process (referred to as the "Bidding Process") for selection of the Bidder (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium) for award of the Project. Under this process, a Bid shall be invited under two envelopes. Along with the Bid, the Bidder shall pay to CESL a non-refundable sum of INR 25,000 towards bid-document fees. Eligibility and qualification will be determined based on details submitted in envelope 1 (Technical Bid). The Financial Bid as the second envelope shall be opened of only for those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RfP. The eligibility and qualification of each bidder shall individually be assessed based on the requirement for each of the specified States/ UTs in the RfP.

5.2 Evaluation and Allocation Process: Bids will be evaluated based on the INR per km rate quoted by the Bidders for each Lot. Please refer to Clause 12 of this RFP for further details on award of contract and the evaluation process.

5.3 Due Diligence and Site Visit: Bidders are encouraged to examine and familiarize themselves fully about the Project/ nature of assignment, local conditions, availability of necessary materials, applicable laws and regulations, and any other matters considered relevant by them before submitting the bid. Bidders are encouraged to visit the depots where possible. Any comments shall be sent in writing and will be addressed by CESL during the Pre-Bid Meeting.

5.4 Acknowledgement by Bidder: It shall be deemed that by submitting the Bid, Bidder has made a complete and careful evaluation of RfP, received all relevant information from CESL, accepted risk of inadequacy,



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error or mistakes provided in RfP, acknowledged no conflict of interest, agreed to bound by undertakings provided by it under and in terms hereof. CESL shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RfP or the Bidding Process, including any error or mistake therein or in any information or data given by either the Authority or CESL.

- 5.5 **Cost of Bid:** Bidders shall be responsible for all the costs associated with the preparation of their bid establishing eligibility, submission and participation in the bid process. CESL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
- 5.6 **Bid Currency:** All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR)
- 5.7 **Bid Validity:** Bid shall remain valid for a period of 180 days from Bid Due Date. CESL reserves the right to reject a bid as non-responsive if such bid is valid for a period of less than bid validity period and CESL shall not be liable to send an intimation of any such rejection to such Bidder.

In exceptional circumstances, prior to expiry of the original bid validity period, CESL may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting their Bid Security/ EMD. A bidder agreeing to the request will not be permitted to modify his bid but will be required to extend the validity of his Bid Security/ EMD for the period of the extension, and in compliance with RfP terms in all respects. The price as per the bid shall be valid for the entire duration of the Agreement when awarded within the bid validity period.

- 5.8 **Number of Bids by Bidder:** No Bidder, its Associate or any of consortium members or their associates shall submit more than one Bid for each individual Lot pursuant to this RfP. For each Lot any Bidder applying individually as single Bidder or a part of a consortium shall not be entitled to submit another Bid either individually or as member of another consortium, directly or indirectly through an associate of any other Bidder, as the case may be. If a Bidder submits or participates in more than one Bid in this manner, all such Bids shall be disqualified and rejected.
- 5.9 **Price Bid:** The Bidder needs to meet/ fulfil the eligibility and qualification criteria provided to qualify in the RfP. Bidder would be required to quote the rate in INR/km as per the contract conditions specified in this RfP. Price bid of only those Bidders fulfilling the eligibility and qualification criteria shall be opened. The Bidder having the lowest and responsive price Bid, which is determined as per clause 12 of this RfP, shall be considered as preferred Bidder for award of the project.
- 5.10 **Quotations:** Bidders should quote their rates in figures and numbers in the unit of Indian Rupees per kilometer, specified in the e-tender by carefully punching in the appropriate field. All prices quoted in the Bid shall be quoted in Indian Rupee(s) (INR). All taxes & charges necessary to affect the procurement and services for Operation of Stage Carriage Services of Electric Buses such as Goods & Service Tax (GST) etc. under the project should be included in the unit rate quoted by the bidder. **Price quoted is exclusive of GST, any taxes on unit rate if applicable will be borne by the Authority.**

All Price Bids shall be submitted through the e-tendering system and Bidders shall take utmost care while quoting rates and other charges, if any. No subsequent variation in the rates quoted in the price Bid will be allowed whatsoever. Issues such as error and misunderstandings, internet troubles and so on will not be entertained.



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6. PROJECT MANAGEMENT CHARGES

- 6.1 CESL will charge Project Management Charges (PMC) at the rate of INR 41,000 + GST as applicable per bus from the Selected Bidder(s) of each lot. Out of this amount, an upfront fee of INR 11,000 + GST as applicable per bus to shall be paid at the time of bid submission by all the Bidders. The remaining amount of INR 30,000 + GST as applicable per bus shall be paid by the Selected Bidder for each lot as per the milestones defined in clause 6.2

Activity	PMC Fee	Remarks
At the time of Bid Submission by all the bidders	Upfront ₹11,000 per bus + GST	The upfront fees will be adjusted for the Selected Bidders of each lot and for all the remaining Bidders a full refund of upfront fee will be made within 30 days from the issue of LoCQ to the Selected Bidders. No interest shall be payable on the PMC charges by CESL.

The Project Management Charges shall be paid only through NEFT/RTGS, as per the banking details given below:

Account Name: **Convergence Energy Services Limited**
Account Number: **000705051799**
Account Type: **Current**
Bank Name & Branch: **ICICI Bank, New Delhi Branch**
IFSC Code : **ICIC0000007**
MICR Code : **110229002**

- 6.2 CESL will enter into a Management Services Agreement with the Selected Bidder and will raise invoices for PMC charges to Selected Bidder as per the milestone defined below. GST will be extra as applicable.

Milestone	Activity completed	PMC fee	Remarks
1 st	Upon execution or the issue of supply order/LoA from Authority to Selected Bidder, whichever is earlier.	₹15,000 per bus +GST	Half of the balance fees (₹30K) for the overall awarded quantity
2 nd	Upon execution of the Agreement with the Authority.	₹15,000 per bus +GST	Remaining fees (₹15K) for the overall awarded quantity

- 6.3 The bidder will be required to make the payment against the invoice within 30 days of invoicing date else an interest charge @ 18% p.a. will be charged on delayed payment from the due date.

7. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- 7.1 Bidder shall furnish a EMD i.e. Bid Security for the captioned work. It shall be provided from scheduled banks only, in form of irrevocable bank guarantee/ account payee demand draft in favour of CESL payable at New Delhi in the format as specified in Annexure 2 of Section 6.
- 7.2 Bidders may submit EMD in the form of Insurance Surety Bonds as well.



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7.3 The Parent/ Associate whose Financial credentials have been used by the Bidder may alternatively provide Bid Security on behalf of the Bidder which should be supported by a Board resolution authorizing CESL to forfeit the Bid security in line with the provisions of this Tender.

7.4 The State/ UT wise EMD details are provided in the table below:

Package 1

State/ UT	No. of Buses	Amount (in INR crores)
Assam	100	2.40
Bihar	400	10.99
Chandigarh	100	3.09
Gujarat	450	10.81
Haryana	200	4.80
J&K	125	3.31
Maharashtra	1,260 1,290	33.83 34.55
Meghalaya	20	0.48
Odisha	290 340	7.66 8.86
Puducherry	75	2.14
Punjab	205	5.38

Package 2

State/ UT	No. of Buses	Amount (in INR crores)
7m-J&K	75	1.47
7m-Maharashtra	193 213	3.78 4.17
7m-Meghalaya	30	0.58
7m-Odisha	60	1.17
7m-Punjab	142	2.78

7.5 If a Bidder opts to bid for more than one State/ UT, then the EMD requirement for the Bidder would be the cumulative EMD requirement for all the States/ UTs being bid for under each package.

7.6 No interest will be payable by CESL on the EMD.

7.7 The EMD of the Selected Bidder will be returned after the Performance Security (in the form of Contract Performance Bank Guarantee or Insurance surety bonds) in the format as specified in the Agreement, is furnished to the Authority, and all dues to CESL are paid. Written confirmation from the Authority or alternatively proof of receipt of Performance Security/ CPBG by the Authority shall be required before releasing the EMD.

7.8 EMD of all techno-commercially/financially unsuccessful bidders will be returned to them within 30 days of issuance of Letter of Confirmation of Quantity (LoCQ) to the successful bidder by CESL.

7.9 EMD may be provided by more than one bank.

7.10 The EMD of a Bidder shall be forfeited in the following events:

- If a bidder withdraws/modifies/changes its Bid during the period of Bid validity.



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- b. In the case of a Selected Bidder, if the bidder fails to sign the Concession Agreement with the Authority for any default on their part within the stipulated time as specified under this RfP.
- c. Successful bidder fails to furnish the required CPBG within stipulated time as per the terms and conditions mentioned in this RfP.
- d. In case the Selected Bidder does not clear its dues as per due dates specified in this RfP.
- e. Bidders submitting any wrong information or making any misrepresentation in their Bid as per the RfP terms.
- f. If the bidder engages in fraudulent practices as mentioned in clause 20 of Volume 1 within the period of validity of bid.
- g. In case of occurring of any other event as may be specifically stated in the RfP document.

8. BIDDING CONDITION FOR SINGLE BIDDER/ CONSORTIUM AND FORMATION OF PROJECT IMPLEMENTING ENTITY (SPV)

A Bid under this RfP can be submitted by either a Single Bidder or a Consortium as defined in this RfP.

8.1 Single Bidder

- a) The Bids can be submitted by either an OEM or its Parent/ Associate as a Single Bidder that fulfils the eligibility criteria mentioned in clause 9 of Volume 1.

8.2 Consortium

- a) Consortium of maximum 3 (three) members is allowed.
- b) At least one of the members of the Consortium should be an OEM or its Associate and the OEM or its Associate shall be required to fulfil the Technical Qualification criteria mentioned in clause 9 of Volume 1. Further, the OEM or its Associate shall mandatorily hold minimum 26% shareholding in the Consortium and shall also continue to hold minimum 26% of the subscribed and paid-up equity share capital in the Project Implementing Entity till the end of the Agreement period.
- c) The Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members of the Consortium, designating one of the Members to be the Lead Member. Each Member in Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. Name of consortium members and their roles & responsibilities shall be indicated clearly in the consortium agreement (which is required to be submitted in the bid) including name of lead and non-lead members and should be duly notarized. Consortium Agreement shall be submitted in the format specified at Annexure 7 of Section 6. In absence of Consortium Agreement, the Bid will not be considered for evaluation and will be rejected.
- d) The lead member of the consortium shall hold at least fifty one percent (51%) shareholding in the Consortium and shall continue to hold a minimum 51% of the subscribed and paid-up equity share capital in the Project Implementing Entity up to the Commercial Operation Date (COD) of the Project.

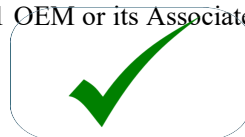


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- e) Provided that the Lead Member of the Consortium will be liable to the extent of 100% of the total proposed commitment of equity investment of the Consortium i.e. for both its own equity contribution as well as the equity contribution of other Members.
- f) The Lead Member of the Consortium will be the single point of contact for the purposes of this bid process before the date of signing of Concession Agreement. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of CESL and CESL shall not bear any liability whatsoever on this account.
- g) The Lead Member should designate at the most two persons to represent the Consortium in its dealings with CESL. The person(s) designated by the Lead Member should be authorized through a Power of Attorney (as per format specified in Annexure 4 of Section 6) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Technical Bid on behalf of the Consortium, etc. The Consortium members shall provide board resolutions from their respective Boards for committing their respective portion of equity requirement for the Project. Additionally, the Lead member shall provide a Board resolution committing to make good any shortfall in the equity for the project, in case of any member not meeting its equity commitment.
- h) The Bid should also contain signed Letter of Consent (as per Annexure 8 in Section 6) from each Member of Consortium confirming that the entire Bid has been reviewed and each element of the Bid is agreed to by them including investment commitment for the Project.
- i) In addition, the Bid should also contain Board Resolution from Lead Member of the Consortium in favour of their respective authorized representatives for executing the POA, Consortium Agreement and signing of the requisite formats.

8.3 Project Implementing Entity

- a) In case the Single Bidder, is notified as Selected Bidder under the provisions of this RfP, it has the option of executing the Agreement and implementing the Project through a Special Purpose Vehicle (SPV) i.e. a Project Implementing Entity incorporated as a subsidiary Company of the Selected Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement. For avoidance of doubt, it is clarified that the SPV as mentioned above should be an immediate subsidiary of the Selected Bidder, without any intermediaries involved.
- b) In case the Selected Bidder is a Consortium, it shall be mandatory to form an SPV (Project Implementing Entity) to execute the Concession Agreement and implement the Project. In case of the Consortium, the OEM or its Associate shall mandatorily hold minimum 26% subscribed and paid-up equity share capital in the SPV throughout the period of the Agreement.
- c) The Selected Bidder can form only a single SPV for each Concession Agreement that shall be signed under this Project. In the interest of clarity, it is mentioned that only one SPV is allowed per Authority per Selected Bidder for signing the Agreement with the respective Authority and implementing the project. However, the same SPV may be used by the Selected Bidder to execute the Project Agreement with other Authorities.
- d) The SPV should not consist of more than 1 OEM or its Associate as an equity stake holder in that



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 User ID : nikhil.bhandari
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SPV.

- e) The SPV shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of the Agreement; and that the Selected Bidder (or the Consortium members), shall hold not less than:
- i) 51% (fifty-one per cent) of its subscribed and paid-up Equity on the date of this Agreement and for a period of 3 (three) years from the date of Commercial Operations Date (COD) as defined in the Agreement; and
 - ii) Additionally, the OEM or its Associate shall continue to hold at least 26% of the subscribed and paid-up equity shareholding in the SPV till the end of the period of Agreement.
- f) Any non-compliance with the provision hereof by the Selected Bidder with regards to shareholding requirement during the Agreement period, and failure to remedy such non-compliance within [30 (thirty)] days from the date of Authority's notice in this regard shall constitute an operator(s) (as defined in the Agreement) event of default, which shall entitle the Authority to terminate the Concession Agreement in accordance with the provisions thereof.
- g) Notwithstanding the provisions of above, the Selected Bidder shall ensure, that in the event it has been selected for the Project on the financial capabilities of its/any of the Parent/ Associate, the said Parent/ Associate shall remain a(n) Parent/ Associate of the successful bidder, for at least three years from COD (as defined in the Agreement).
- h) Further, Selected Bidder shall also ensure, that in the event it has been selected for the Project on the technical capabilities of its/any of the Parent/ Associate, the said Parent/ Associate shall remain a(n) Parent/ Associate of the Selected Bidder, till the end of the Agreement.

9. ELIGIBILITY CRITERIA AND QUALIFICATION CRITERIA

9.1 The eligibility criteria under this RfP is specified below:

Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
I) General Eligibility		
A	<p>The Bid can be submitted by either a Single Bidder or a Consortium as specified in Clause 8 of Volume 1 of this RfP</p> <p>Selected Bidder(s) shall continue to maintain compliance with the Eligibility and Qualification Requirements specified herein till the achievement of COD (as specified in the Concession Agreement). Failure to comply with the aforesaid requirements shall make the Concession Agreement liable for termination after its signing.</p> <p>The OEM (whether a Single Bidder or a Consortium member) is required to cover all applicable warranties of battery and</p>	<ol style="list-style-type: none">1. Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder/ each consortium member should be submitted.2. In the case of a Consortium, a consortium agreement, as per format specified in Annexure 7 of Section 6.3. GST certificate and PAN card



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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
	technologies for the entire duration of the Agreement.	
B	The Bidder(s) or its Parent/Associate shall not have been blacklisted or barred from carrying out its business by any Regulator / Government Authority/Court of Law, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad at the time of due date of submission or at any stage during the bid evaluation process till the signing of the Concession Agreement.	A notarized certificate of non-blacklisted status in respect of the participating bidder/consortium members is required to be provided as per the format specified in Annexure 17 of Section 6. .
C	Bidder or/and all members of the Consortium must be either:	
	A company incorporated in India under or prior to the Companies Act, 1956 (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time) OR	Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted
	A Trust/Society/Financial Institute/Alternative Investment Fund (AIF) registered with competent authority i.e. Reserve Bank of India (as defined in Section 45I(c) of Chapter IIIB of the RBI Act, 1934) or Security Exchange Board of India (SEBI) OR	Copy of Registration certificate from RBI or under section 4A of the Companies Act 1956
	Similar International Financial Institutions registered with applicable regulators abroad but also registered / licensed to conduct business in India OR	Copy of Registration certificate and GST number and PAN must also be submitted.
	Partnership firm registered under the Indian Partnership Act OR	Copy of registered Partnership Deed should be submitted
	An LLP incorporated under Limited Liability Partnership Act, 2008/Companies Act 2013 OR	Copy of Certificate of Incorporation, and Registration Certificate of the bidder should be submitted
	A registered proprietary firm in India	Copy of sales tax/GST registration, EPF registration, Shops and Establishment Dept. registration certificate, as may be applicable, should be submitted



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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
D	<p>OEM or its Associate submitting bid as a Single Bidder or as a member of the Consortium should provide the following:</p> <ol style="list-style-type: none"> Testing and certification under Central Motor Vehicle Rules 1989 (CMVR), amended from time to time as per the following: <ul style="list-style-type: none"> <u>Applicable for lots involving 7m and 12 m Electric Bus:</u> CMVR type-approval, homologation certificate of at least one (1) product i.e. 7m, 9m or 12m Electric Bus (100% battery operated) from the designated testing center in India. <u>Applicable for lots involving 9 m Electric Bus:</u> CMVR type- approval, homologation certificate of 9m Standard Floor AC Electric Bus (100% battery operated) from the designated testing center in India. Compliance for indigenization of xEV parts of eBus as per details provided in clause 24. 	<p>Type-approval certificate and homologation certificate from a recognized testing agency (ARAI/ICAT/CIRT/ VRDE or other) as per applicable requirement in this criteria D (i.), at the time of Bid submission.</p> <p>Self-certification for compliance of indigenization to be provided at the time of Bid submission as per the format specified in Annexure 18 and 19 of Section 6.</p> <p>Final certificate complying with clause 24 as applicable to be submitted before the delivery of 1st Lot of Buses (as per the Delivery Schedule) duly certified by a recognized testing agency in India.</p>

Only the Bids of the Bidder meeting above Eligibility Criteria shall be considered for assessment of next stage of assessment of Qualification Criteria.

II) Technical Qualification Criteria: For meeting technical qualification criteria the bidder should satisfy the criteria mentioned in (E) below

E	<ol style="list-style-type: none"> The Bidder should have regularly, starting 01st April of the previous financial year till Bid Due Date, manufactured and supplied Electric Buses and The Bidder' should have manufactured and supplied at least 25 'Electric Buses' in at least one of the last five financial years' or in the current financial year and 'The Bidder' must have an annual capacity to manufacture and supply at least 500 Electric Buses prior to the Bid Due Date. The manufacturing facility must be located in India. 	<p>License of manufacturing buses: Proof of manufacturing and sale like Work order, supply agreements, contract etc. (clearly mentioning the no. of unit sold, customer name and date of supply), proof of manufacturing capacity available and proof of delivery.</p> <p>Annual capacity for Bus manufacturing and supply: Certificate from a Chartered Engineer confirming the adequate production capacity of E-buses and self-certification by the OEM on its letterhead.</p>
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III) Financial Qualification Criteria

F	<p>The Bidder should meet either:</p> <ol style="list-style-type: none"> the Minimum Average Annual Turnover (MAAT) criteria as per Table 1. The MAAT shall be calculated as an average turnover of the last 3 years. <p><i>In case of consortium, the cumulative MAAT of</i></p>	<p>For MAAT: Annual Report (audited balance sheet and profit & loss account of the relevant period i.e. the financials of last 3 years of the Bidder/ Lead Member and of Associate (applicable in case its experience is being utilized for meeting the qualification criteria).</p>
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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
	<p><i>all the members will be considered.</i></p> <p><i>[The annual turnover of any bidder will include realisation out of sales of Goods and Services but excludes any tax levied (Direct or Indirect) by any enactment of the government of India as per the audited financial statement of the Bidder(s).]</i></p> <p style="text-align: center;">Or</p> <p>b) Alternatively, in case the Bidder is an Investment Fund, it can meet the Financial Qualification criteria through the Available Capital for Investment (ACI) criteria mentioned in Table 1. The ACI of the bidder in the immediately last preceding Financial Year shall be considered for meeting this qualification criteria. This condition should be fulfilled by the Lead member of the consortium.</p> <p>To clarify, it may be noted that in case the Bidder is using the ACI criteria mentioned above, then it shall not be required to satisfy the MAAT criteria.</p> <p><i>[ACI means minimum investible funds (i.e., immediately available funds for investment and callable capital) subject to the limits of investment in a single investee entity (in the relevant jurisdiction for a Foreign Investment Fund, or the maximum permissible investment limit for an AIF) (as per the SEBI (AIF) Regulations, 2012, as may be amended from time to time), as applicable].</i></p>	<p>For ACI: Annual Report (audited balance sheet and profit & loss account of the relevant period i.e. the financials of last 3 years of the Lead Member along with proof of callable capital, if any. The total ACI as on the last date of Previous FY should be certified by the Statutory Auditor of the Lead Bidder.</p>



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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
G	<p>(i) The net worth of the Bidder should not be negative as on the date which falls between 7 to 15 days, prior to the Bid Due Date</p> <p style="text-align: center;">And</p> <p>(ii) The net worth should not have eroded by more than 30% (thirty percent) in the last three years</p> <p>In case of consortium, this condition is to be filled by all the members individually.</p> <p><i>[Net Worth means sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets]</i></p> <p>Please note:</p> <p>a. In case a Bidder and/(or) it's Parent(s)/ Associate(s) has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the statutory auditor of the Bidder certifying to this effect.</p>	<p>Annual Report (audited balance sheet and profit & loss account) of the relevant period i.e. the financials of last 3 years.</p> <p>Certificate from Statutory Auditor ensuring compliance with the Net worth requirement</p>

Table 1

Package 1

State/ UT	No. of Buses	MAAT requirement Amount (in INR crores)	ACI requirement Amount (in INR crores)
Assam	100	9.00	36.03
Bihar	400	41.24	164.98
Chandigarh	100	11.61	46.45
Gujarat	450	40.54	162.16
Haryana	200	18.01	72.07
J&K	125	12.43	49.73
Maharashtra	1,260 1,290	126.87 129.58	507.51 518.32
Meghalaya	20	1.80	7.20
Odisha	290 340	28.73 33.23	114.92 132.94
Puducherry	75	8.05	32.23
Punjab	205	20.18	80.75



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Package 2

State/ UT	No. of Buses	MAAT requirement Amount (in INR crores)	ACI requirement Amount (in INR crores)
7m-J&K	75	5.51	22.05
7m-Maharashtra	193-213	14.1815.65	56.7562.63
7m-Meghalaya	30	2.20	8.82
7m-Odisha	60	4.41	17.64
7m-Punjab	142	10.43	41.75

- 9.2 The Bidder is required to separately meet the financial qualification criteria mentioned above in the tables for each of the States/ UTs. In case a Bidder is submitting a Bid for more than one State/ UT, then the financial qualification criteria is required to be met cumulatively for all such States/ UTs in each package.
- 9.3 The Bidder may seek qualification based on technical and financial capability of its Parent and/ or Associate(s) for the purpose of meeting the Qualification criteria.
- 9.3.1 The technical capability of a particular entity, including its Parents and/or Associates, shall not be used directly or indirectly by more than one Bidder/ Consortium member for an individual State/ UT(s) in which the Bidder is participating.
- 9.3.2 In case the Bidder or Member of the consortium uses the technical and financial capability of its Parent/ Associate for the purpose of meeting the qualification criteria, then a certificate by the Statutory Auditor clearly explaining how the Parent/ Associate firm meets the above definition of the Parent/ Associate under the RfP shall be submitted by the Bidder.
- 9.3.3 However, credentials of the partners of Joint Venture cannot be clubbed for the purpose of compliance with technical and financial capability for the purpose of meeting the Qualification criteria.

10. SUBMISSION OF THE BID

- 10.1 The information and documents in Technical Bid will be submitted by the Bidder as per the formats specified in Section 6 of this document.
- 10.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for rejecting the bid.
- 10.3 Bid documents shall be signed and stamped by the authorized signatory of the bidder on each page. In case of a Consortium, this signature shall be that of the authorized signatory and shall bind the bidder to the contract. The signed pages shall be scanned and uploaded at designated places. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialed by the person(s) signing the Bid. Each page of the Bid must be numbered at the right-hand top corner.
- 10.4 The Bid shall include unconsolidated/consolidated audited annual accounts (consisting of unabridged Balance Sheet, Profit and Loss Account, profit appropriation account, Auditors Report, etc.), as the case may be, of Bidder or each member in Consortium including Lead Member for the last three (3) financial years immediately preceding the Bid Due Date.



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- 10.5 The Bidder should designate at the most two persons to represent the Bidder in its dealings with CESL. The person(s) should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bids etc. The Bidder should submit, along with Bid, a Power of Attorney (as per format specified in Annexure 3 and 4 of Section 6), authorizing the signatory of the Bid. Bidder shall submit the board resolution committing 100% of equity requirement for the Project, in the Bid.

11. CONFLICT OF INTEREST

- 11.1 A Bidder shall not have a conflict of interest that affects the Bidding process (the “Conflict of Interest”). In the event a Bidder is found to have a Conflict of Interest, CESL may choose to reject the Bid, terminate the Agreement (in the event it has been awarded) as per termination clause in the Agreement.
- 11.2 Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:
- a) the Bidder or its Member (or any constituent thereof) and any other Bidder or its Member (or any constituent thereof) have common controlling shareholders or other ownership interest; Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or its Member (or any shareholder thereof having a shareholding of more than 15% (fifteen per cent) of the paid up and subscribed share capital of such Bidder or its Member, as the case may be) in the other Bidder or its Member, is less than 15% (fifteen per cent) of the subscribed and paid-up equity share capital thereof; Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (ii) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid-up equity shareholding of such intermediary; or
 - b) a constituent of such Bidder is also a constituent of another Bidder; or
 - c) such Bidder or its Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or its Member, has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or its Member; or
 - d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - e) such Bidder, has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or



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- f) such Bidder has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project. Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause shall include each Member of such Consortium.

12. EVALUATION AND ALLOCATION PROCESS

12.1 The State/ UT wise demand* received is as follows:

Package 1

Participating States	Type of Buses and Lots		Total
	9 M	12 M	
Assam	Lot 1		
	100	-	100
Bihar	Lot 2	Lot 3	
	200	200	400
Chandigarh		Lot 4	
	-	100	100
Gujarat	Lot 5		
	450	-	450
Haryana	Lot 6		
	200	-	200
J&K	Lot 7	Lot 8	
	80	45	125
Maharashtra	Lot 9	Lot 10	
	747777	513	12601,290
Meghalaya	Lot 11		
	20	-	20
Odisha	Lot 12	Lot 13	
	190240	100	290340
Puducherry	Lot 14	Lot 15	
	25	50	75
Punjab	Lot 16	Lot 17	
	139	66	205
Total	2,1512,231	1,074	3,2253,305



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Package 2

Participating States	Type of Buses and Lots	Total
	7 M	
7m-J&K	Lot 18	
	75	75
7m-Maharashtra	Lot 19	
	193213	193213
7m-Meghalaya	Lot 20	
	30	30
7m-Odisha	Lot 21	
	60	60
7m-Punjab	Lot 22	
	142	142
Total		500520

*City wise demand is placed at Annexure B.

12.2 Bidding Conditions:

- Each State/ UT in Package 1 will have only one Selected Bidder. A Bidder participating for a particular State/ UT in Package 1 may also participate for the same State/ UT in Package 2.
- The Bidder may participate in the Bid for either one or more States. **However, Bidder must mandatorily submit price bid for all Lot(s) pertaining to a particular State in Package 1 in which it is participating.** The Bidder will be considered disqualified in case a Price Bid is not submitted for any Lot forming part of the State in Package 1 in which the Bidder is participating. It is further clarified that a Bidder participating for a particular state in Package 1 need not mandatorily participate for the same State/ UT in Package 2.

For example, for Chandigarh the Bidder must quote for Lot 4 to be considered qualified, for Bihar the Bidder must quote for Lot 2 & 3 to be considered qualified for the State of Bihar, for J&K the Bidder must quote for Lot 7 & 8 to be considered qualified for J&K under Package 1 and the same Bidder may or may not quote for 7m buses in the State/ UT as per Package 2.

- The L1 price for each State/UT for **Package 1** will be calculated using the weighted average price ("Weighted PK Fees") bid for all lots forming part of the Price Bid for that State/UT.
- For **Package 2**, Bids will be evaluated independently for each lot, depending on the INR per km rate quoted by the Bidders.

A sample illustration for the State of Bihar has been presented below for the Bidder(s).

Type of Buses =>	9m	12m
Bihar	Lot 2	Lot 3
No of Buses (A)	200	200
Assured kms/day (B)	180	200
Total bus kms of operation (kms/day) I = A x B	36,000	40,000



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Sum of bus kms of operation (kms/ day) (D)	76,000	
	(36,000 + 40,000)	
Quoted "PK fee" by bidder (INR/km) I	55	60
Cost of Operation per day (INR/ day) (F) = C x E	1,980,000	2,400,000
Total Cost of Operation of Buses (INR/ day) (G)	4,380,000	
	(1,980,000 + 2,400,000)	
Weighted PK Fee (INR/ km) (H) = G / D	57.63	

- Weighted PK fee for Package 1 is only for determination of Lowest bidder (L1) in a particular State/ UT.
- To further clarify, payment to the Selected Bidder will be made as per the Quoted rate for each Lot(s) in that State/ UT.
- The maximum number of cumulative Buses that can be allotted to one Bidder in Package 1 will be restricted to 2,2602,310 Buses ("Quantity Restriction").** If the selected bidder is L1 in multiple states and the cumulative no of buses in those States are more than 2,2602,310 then such bidder is eligible to get maximum up to 2,2602,310 buses only. In such cases, L1 bidder will have the right to choose the State(s) of its choice subject to the maximum of cumulative 2,2602,310 buses. However, there will be no Quantity Restriction in Package 2 and any awarded quantity in Package 2 will not be included in Quantity Restriction under Package 1.

12.3 CESL shall appoint Selected Bidder(s) for each State in the following manner:

- The Financial bids of those Bidders who are found responsive and are qualified in accordance with the terms of this RfP shall be opened and evaluated independently for each lot, depending on the INR per km rate quoted by the Bidders.
- A list of all such Bidders whose financial bids are opened will be prepared ranking the Lowest Bidder (L1) up to the Highest Bidder (H1) separately for each Package for each State. ("Rank List").
- The Bidder quoting the Lowest Price (L1 Bidder) shall be considered the "Preferred Bidder" for each State/ UT individually in Package 1 and Package 2.
- In case a Bidder is L1 for more than 2,2602,310 No. of Buses in Package 1, then CESL shall ask the Preferred Bidder to choose the States in Package 1 in which it wishes to operate.
- For the remaining States in Package 1, CESL shall call the Second Lowest Bidder (L2) for each State where the L1 Bidder has agreed to forego its allotment due to the Quantity Restriction and request the L2 Bidder to carry out the scope of work as per the RfP at the Lowest Price at which the First Bidder (L1) is considered for award (Price Matching).
- In case the L2 bidder agrees to match the Lowest Price (L1), it shall be considered the "Second Preferred Bidders" and be eligible for award of the remaining quantity of those States.
- If Second Lowest Bidder (L2) does not agree to match the price of the First Preferred Bidder (L1) but subsequent lowest bidders (L3/L4/L5 etc.) do agree to match the price of the First Preferred Bidder, they shall be considered the "Second Preferred Bidders".
- In case none of bidders agree to match the price of First Preferred Bidder (L1), the entire lot may be recommended to be awarded to L1, at the sole discretion of CESL based on their eligibility criteria as defined in the RfP.



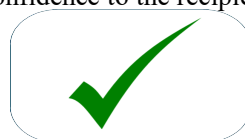
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9. CESL, and only CESL, retains right to negotiate with the bidder(s). CESL also does not bind itself to accept the preferred bid before or after the negotiations and it reserves the right to accept or reject any bid, in whole or in part. To be clear, this right is not automatically passed on to States/ Cities participating in this Tender.
10. Upon opening of the Price bids, in case Price quoted by Lowest Bidder in relation to the market rate or its internal estimate or Good Industry Practice is found to be not as per market benchmark, CESL shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the said bidder to demonstrate the internal consistency of those prices.
11. CESL shall declare the Preferred Bidder(s) as Selected Bidder(s) if it's/their bid(s) is/are most favourable as per the provisions of RfP and shall suggest to Authority to enter into Agreement with these Selected Bidder(s).
12. After the financial evaluation of the submitted bids, CESL shall issue LoCQ (Letter of confirmation of quantity) for each Lot to the Selected Bidder.
13. If there is only one Bidder for a particular State, CESL shall deem this a "poor response". CESL shall discuss with Authority and proceed to recommend award of 100% quantity subject to approval of the Authority.

13. PREPARATION AND SUBMISSION OF TECHNICAL BID AND PRICE BID

13.1 Format and Signing of Bid

- a. The Bidder shall provide all the information sought under this RfP. CESL will evaluate only those bids that are received online in the required formats and complete in all respects. Bid Security, cost of bid document, Power of Attorney (POA) and Joint Bidding/ Consortium Agreement etc. as specified in the RFP are to be submitted in hard copies.
 - b. The Bid shall be typed and signed in **indelible blue ink** by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
 - c. All pages of the Bid shall be serially numbered, and Bid shall comprise of index mentioning the details of all the appendices and annexures and other documents submitted by the Bidder.
- 13.2 All the information and documents in Bid shall be submitted in English language only.
- 13.3 Bidders shall mention the name, designation, telephone number, fax number, email address of the authorized signatory and complete address of the Bidder in the covering letter as per annexure 1 in Section 6.
- 13.4 All pages of the Bid shall be initialed and stamped by the authorized signatory on behalf of the Bidder.
- 13.5 A Bidder shall submit only one Bid in the same bidding process, either individually as Bidder or as a Member of a Consortium.
- 13.6 The technical and financial capability of a particular company / particular project (Parent and/ or Associate) shall not be used directly or indirectly by more than one Bidder/ Member of a Consortium including Lead Member / Bidder.
- 13.7 This Request for Proposal (RfP) document is not transferable. The RfP document and the information contained therein is for the use only by the Bidder to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the



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 Date : 25-01-2024

event that the recipient does not continue with its involvement in the Project, this RfP document must be kept confidential.

- 13.8 Though adequate care has been taken while preparing this RfP document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to CESL immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of RfP document, it shall be considered that the RfP document is complete in all respects and has been received by the Bidder.
- 13.9 Bids submitted by the Bidder and opened on scheduled date and time as stipulated in this RfP shall become the property of CESL and CESL shall have no obligation to return the same to the Bidder.
- 13.10 CESL may, at its sole discretion, ask for additional information / document and/or seek clarifications from a Bidder after the Bid Due Date, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Financial Bid shall be sought or permitted by CESL.
- 13.11 Non submission and/or submission of incomplete data/ information required under the provisions of RfP shall not be construed as waiver on the part of CESL of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.
- 13.12 All Bidders are required to ensure compliance with all the Applicable Laws.

14. DOCUMENTS COMPRISING TECHNICAL AND FINANCIAL BID

The Bidder shall submit the Technical Bid & Financial Bid online through CESL's e-procurement portal comprising of the following documents along with supporting documents as appropriate and in the format specified in Section 6 of this Tender Document:

14.1 Technical Bid:

The Bidder is required to submit the applicable documents in their Bid as per the Checklist provided below:

Sr. No.	Description
1	Bid Document Cost
2	Covering Letter
3	Bid Security/Bid Bond
4	Power of Attorney
5	Bidder's composition and ownership structure
6	Authorization to Bank
7	Consortium Agreement, if required
8	Letter of Consent from each Consortium Member, including Lead Member, if required
9	Board Resolution
10	Proforma of Letter of Undertaking
11	Affidavit format
12	Financial Qualification Requirement
13	Technical Qualification Requirement
14	Bidders Undertaking and details of Equity Investment
15	Additional information for technical and financial eligibility
16	Fraud prevention policy



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Sr. No.	Description
17	Certificate for not being debarred /blacklisted from any GoI agency at the time of bid submission
18	Self-Declaration for testing certificate
19	Certificate for Indigenous content
20	Compliance for MeiTY requirement
21	Certificate for declaring local content
22	Self-Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India”
23	Bank Details -Attachment 09 (RTGS/NEFT)
24	Quoted Lot declaration as per Attachment-13 of Section-6.

14.2 Price bid:

Format is prescribed at Annexure- A of this RfP document (online only)

The Bidder shall submit POA, Bid Security, JBA, any Affidavit in hard copy as mentioned in Clause 13. The Bidder shall not mention the Financial Bid i.e., the Bid Price, anywhere in the Technical Bid. In the case, the Bidder mentions the same, the Bid will be rejected.

15. OTHER REQUIREMENTS

- 15.1 Bidders shall ensure that any number mentioned in the Price bid shall be followed by words in relation to such numerical format of the number, and in the event there is a conflict in the numerical and word format of the number, the number provided in words shall prevail.
- 15.2 In case of the Bidder being company incorporated under Indian Companies Act 1956/ 2013, the power of attorney (POA) in favor of Authorized Signatory shall be submitted in the format provided in Annexure 3 and 4 of Section 6. The POA shall be supported by a board resolution (as per the format in Annexure 9 of Section 6.
- 15.3 The Selected Bidder and the Authority are encouraged to facilitate the participation of women in the operations of the electric buses, deployed under the PM’s e-Bus Sewa scheme.

16. REJECTION OF BID

- 16.1 CESL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RfP and the Bidder shall, when so required by CESL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification by CESL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 16.2 CESL reserves the right to reject any Bid or take other administrative action if:
 - a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Bidder does not provide, within the time specified by CESL, the supplemental information sought by the Authority for evaluation of the Bid.



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- c. Such misrepresentation/ improper response shall lead to the disqualification of the Selected Bidder. If the Selected Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/rejected, then CESL reserves the right to annul the Bidding Process and invite fresh Bids.

16.3 A bid can be rejected by CESL without any further correspondence, as non-responsive, if,

- a. Technical and/or price bid is not submitted online in the manner as prescribed is not in conformity with the terms and provisions.
- b. Technical and/or price bid is not submitted /incomplete submitted in the bid-forms.
- c. Price Bid submitted in physical form shall be considered nonresponsive and rejected.
- d. Bid security (EMD) and RfP fees or EMD do not conform to the provisions set forth in this RfP is not submitted.
- e. The bidder engages in any fraudulent practices defined in section 20 of this RfP.
- f. A bidder submits or participates in more than one bid under this RfP.
- g. Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the bidder or consistent history of litigation awarded against the applicant or financial failure due to bankruptcy is observed.
- h. Bidder is debarred or terminated or blacklisted in India by Central Govt. organization / State Govt. organization/any Municipal Corporation / ULBs etc. In this regard, the relevant provisions of Clause 3.5 “Debarment of Suppliers” of Manual of Procurement of Goods (Updated June 2022) issue by Department of Expenditure, Ministry of Finance, GoI shall be applicable.
- i. The Bidder or any of its Associates has had any of their contracts terminated by any central, state, or local government or government instrumentality for breach of such contract by the Bidder or any of its Associates, and that such termination has not been set aside or stayed by a competent judicial authority.
- j. The Bidder or any of its Associates has been categorized as a willful defaulter by any lender, in accordance with applicable laws.
- k. CESL reserves the right to seek information and evidence from the Bidders with respect to their continued eligibility at any time during the Bidding Process and each Bidder undertakes to promptly provide all of the information and evidence requested by CESL.
- l. Any of the directors has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.
- m. Any criminal proceeding is pending in any court of law in India against any of the directors and if any such proceeding culminates into conviction.
- n. If Bidder makes an effort to influence CESL in its decisions on bid evaluation, Bid comparison or selection of the successful Bidder.
- o. Bidders may specifically note that while evaluating the Bid, if it comes to CESL’s knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of Bid, then the Bidders so involved are liable to be disqualified for this contract as well as future bids/contracts.



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- 16.4 **Predatory Pricing/Abnormally high price.** In case the Price Bid of the Lowest Bidder is found to be unrealistically lower or unrealistically higher than internal estimate/benchmark or market rate or Good Industry Practice, CESL reserves the right to seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the price is found to be abnormally higher than market benchmark, then the Bid/Proposal may be rejected as non-responsive and will not be considered any further for award.
- 16.5 **Cartel Formation/Pool Rates.** It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender“leading to "Appreciable Adverse Effect on"Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. In case of evidence of cartel formation, CESL may carry out detailed cost analysis by associating experts if necessary, and if the same is established, suitable administrative actions can be resorted to by CESL such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms.

17. SIGNING OF CONCESSION AGREEMENT

- 17.1 The Selected Bidders (s) would be required to execute the Concession Agreement as per the timelines defined within this RfP. The Concession agreement that shall be signed between the Authority and Selected Bidder under this Project is provided in Volume 2 of this RfP.
- 17.2 All incidental expenses related to execution of the Concession Agreement shall be borne by the Selected Bidder.

18. CONTACTS DURING BID EVALUATION

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

19. CONFIDENTIALITY AND PROPRIETARY DATA

Information relating to the examination, clarification, evaluation, and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising CESL in relation to, or matters arising out of, or concerning the bidding process. CESL will treat all information, submitted as part of the bid, in confidence and will require all those who have access to such material to treat the same in confidence. CESL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or CESL or as may be required by law or in connection with any legal process.

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority



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shall remain or become the property of the Authority.

Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

20. FRAUDULENT AND CORRUPT PRACTICES

20.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, CESL may reject a Bid without being liable in any manner whatsoever to the Applicant 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 in the Bidding Process.

- a. Without prejudice to the rights of CESL under Clause a) hereinabove, if a Bidder is found by CESL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RfP issued by CESL during a period of 2 (two) years from the date such Bidder is found by CESL 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, as the case may be.
- b. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

20.2 **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of CESL who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOA or has dealt with matters concerning the contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of CESL, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or

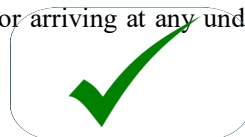
Engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or after the execution of the contract, any person in respect of any matter relating to the project or the LOA or the contract or otherwise, who at any time has been or is a legal, financial or technical adviser of CESL in relation to any matter concerning the project;

20.3 **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.

20.4 **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.

20.5 **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by CESL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

20.6 **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among



Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

21. INSPECTION AND PROCUREMENT SCHEDULE

- 21.1 The procurement of bus after the award of contract shall be subject to prototype approval by a central agency nominated by MoHUA. The central agency will carry out a detailed inspection and trial of the prototype bus to ensure compliance with RfP specifications including particularly bus battery capacity and range, quality of the bus and workmanship. Bidder should provide testing certificates as per the requirement stated in Volume 1 with the Technical Bid which will comply the statutory requirements as stipulated in Motor Vehicles Act, 1988 /Central Motor Vehicle Rules including the CMVR Type Approval of the Electric bus offered at the time of delivery of vehicle.
- 21.2 Each State may also carry out a centralized test trial of the prototype bus for each type of Bus (7m, 9m and 12m) demanded by those States under this RfP or it can refer the report submitted to MoHUA by the central agency. The test trial of prototype bus operation systems is to measure its performance in terms of battery capacity, battery range as well to ensure the compatibility of the charging requirement of electric bus with subsisting bus schedule. In case of any non-compliance in the final prototype bus, remedial work shall be immediately carried out by the operator at its own risk and cost. In the event of operator not being able to showcase a prototype bus meeting RfP specification within 60 days beyond the stipulated date of prototype delivery, then, it shall be considered an event of default by the operator leading to annulment of the award of contract and termination of the agreement.
- 21.3 A detailed tentative timeline for the procurement is provided below:

For 9m and 12 m Standard Floor/ Low Floor AC

S. No.	Details	Timeline	No. of days from LoA for delivery of buses
1	Bid Due Date (T0)	T0	
2	Completion of technical Evaluation (T1)	T0 + 7 Days	-
3	Opening of Financial Bids received by CESL (T2)	T1 + 7 Days	-
4	Price Matching (T3)	T2 + 7 Days	-
5	Sharing of prices with States and acknowledgement (T4)	T3 + 2 Days	-
6	Approval of Prices and Issuance of LoA by the Authority (T5)	T4 + 2 Week	-
7	Submission of performance security and signing of Concession agreement (T6)*	T5 + 8 Weeks	-
8	Prototype testing and approval of the same (T7)	T6 + 2 weeks	-
9	Completion of conditions precedent and handover of depots by the STU/Authority (T8)	T6 + 12 Weeks	-
10	Fit-out works completion and delivery of min 40% Buses qty awarded in the LOA	T8 + 6 Weeks	182 days



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S. No.	Details	Timeline	No. of days from LoA for delivery of buses
11	Delivery of minimum 75% Buses qty awarded in the LOA	T8 + 18 Weeks	266 days
12	Delivery of 100% Buses qty awarded in the LOA	T8 + 30 Weeks	350 days

** The Selected Bidder(s) has the option not to execute the Concession Agreement unless the PSM scheme has been notified by GoI.*

For 7m Standard Floor AC

S. No.	Details	Timeline	No. of days from LoA for delivery of buses
1	Bid Due Date (T0)	T0	
2	Completion of technical Evaluation (T1)	T0 + 7 Days	-
3	Opening of Financial Bids received by CESL (T2)	T1 + 7 Days	-
4	Price Matching (T3)	T2 + 7 Days	-
5	Sharing of prices with States and acknowledgement (T4)	T3 + 2 Days	-
6	Approval of Prices and Issuance of LoA by the Authority (T5)	T4 + 2 Week	-
7	Submission of performance security and signing of Concession agreement (T6)*	T5 + 8 Weeks	-
8	Prototype testing and approval of the same (T7)	T6 + 16 weeks	-
9	Achievement of Appointed Date (Completion of conditions precedent and handover of depots by the STU/Authority) (T8)	T6 + 12 Weeks	-
10	Fit-out works completion and delivery of min 40% Buses qty awarded in the LOA	T8 + 20 Weeks	280 days
11	Delivery of minimum 75% Buses qty awarded in the LOA	T8 + 32 Weeks	364 days
12	Delivery of 100% Buses qty awarded in the LOA	T8 + 44 Weeks	448 days

** The Selected Bidder(s) has the option not to execute the Concession Agreement unless the PSM scheme has been notified by GoI.*

The additional time relaxation for 7m Buses is being provided.

22. GOVERNING LAW AND JURISDICTION

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

23. INDEMNITY

23.1 CESL in its sole discretion and without incurring any obligation or liability, reserves the right, at



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any time, to;

- a) Suspend and/ or cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto.
- b) Consult with any Bidder in order to receive clarification or further information.
- c) Retain any information and/ or evidence submitted to CESL by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

23.2 It is deemed that by submitting the Bid/ Eligibility and Qualification Submission, the Bidder agrees and releases CESL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

24. INDIGENIZATION AND COMPONENT WISE MANUFACTURING AND ORIGIN INFORMATION

Bidder should comply indigenization of components as mentioned in Table 1 below. This requirement needs to be certified by the authorized testing agency.

Table 1 – Compliance for indigenization of xEV parts of eBus

S No.	Item Description
1	HVAC
2	Electric Compressor
3	Power and control Wiring harness along with connectors
4	MCB/Circuit breakers/ electric safety device
5	AC Charging Inlet Type 2
6	DC Charging Inlet CCS2 / CHAdeMO
7	DC charging inlet BEVC DC 001
8	Traction Battery Pack
9	Wheel rim integrated with hub motor
10	DC – DC Convertor
11	Electronic Throttle
12	Vehicle Control Unit
13	On Board Charger
14	Traction Motor
15	Traction Motor Controller/ inverter
16	Instrument Panel
17	Lighting: Headlamp, Tail Lamp, Indicators, Interior Lamp, Flasher etc.
18	Body Panel

Note: Traction Battery pack to be assembled domestically, for which battery cells and associated thermal



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and battery management system may be imported.

Table 2 – Component wise Manufacturing and Origin Information

S No	Item Description	Domestic Value Addition	Level
1	Vehicle Control Unit	More than 25%	Tier 1
2	Traction Motor	More than 25%	Tier 1
3	Traction Motor controller/ Inverter	More than 25%	Tier 1
4	HVAC	More than 50%	Tier 1
5	Electric Compressor	More than 50%	Tier 2
6	Power Control wiring harness along with connectors	More than 50%	Tier 2
7	MCB /Circuit breakers/Electric safety device	More than 50%	Tier 2
8	AC charging inlet type 2	More than 50%	Tier 2
9	DC charging inlet CCS2.0	More than 25%	Tier 1
10	Traction Battery Pack	More than 25%	Tier 1
11	Wheel rim integrated with hub motor	More than 50%	Tier 2
12	DC -DC converter	More than 25%	Tier 1
13	Electronic Throttle	More than 25%	Tier 2
14	Instrument Panel	More than 25%	Tier 1
15	On Board Charger	More than 50%	Tier 2
16	Lightening: Headlamp, Tail Lamp, Indicators, Interior Lamp, Flasher etc.	More than 75%	Tier 2
17	Body Panel	100%	Tier 2
18	Brake System including ABS	More than 50%	Tier 1
19	Electric Vacuum Pump for brake booster	More than 50%	Tier 2
20	Steering system including electric/hydraulic assist system, electric pump	More than 75%	Tier 2
21	Switches/ selection knobs	More than 75%	Tier 2
22	Chassis	100%	Tier 2
23	Reverse parking alert system (RPAS)	More than 75%	Tier 2
24	Protection device as per AIS 075	100%	Tier 2
25	Vehicle Alarm system as per AIS 076	More than 25%	Tier 1
26	Vehicle location tracking system	More than 75%	Tier 2
27	Body control module	More than 50%	Tier 1
28	Axles	More than 25%	Tier 1
29	Suspension/ shocker absorber	More than 25%	Tier 1
30	Horn	More than 75%	Tier 3
31	Tires	100%	Tier 3
32	Windshield	75%	Tier 3
33	Wipers	More than 50%	Tier 3
34	Seats (Passenger & Driver)	100%	Tier 3
35	Ignition Key/ Button	100%	Tier 3
36	Parking brake	100%	Tier 3
37	Windows	100%	Tier 3
38	Door locks and hinges	100%	Tier 3
39	Main mirror & rear-view mirror	100%	Tier 3
40	Safety belt	100%	Tier 3
41	Air bags, if any	More than 50%	Tier 3



42	Bumper	100%	Tier 1
43	Infotainment system if any	More than 25%	Tier 1
44	Wheel rim	More than 75%	Tier 3
45	Battery Cell, associated thermal and battery management system	More than 25%	Tier 1
46	Battery Thermal Management System	More than 25%	Tier 1

Note: Basis the above table each Bidder has to ensure >50% domestic value Addition at vehicle level along with above mentioned norms to be certified by ICAT/ARAI/CIRT or any other testing agency notified under Rule 12 of the CMVR

*Formula: {[Ex-Factory Price (Net of GST)- Import Content]/Ex-factory Price (Net of GST)} *100*

Import Content: Sum of FOB Value of all imported components or materials in the final product including import duties. OEM should submit the certification from the testing agency for compliance to the above-mentioned table.

Semiconductor and related components, Vehicle Control Unit, Reverse parking alert system (RPAS), Body Control Module, Vehicle Location Tracking System exempted from calculation for Domestic Value Content. Commodity items, Tires (Natural Rubber, SBR, Carbon Black) exempted from calculation for Domestic Value Content



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ANNEXURE A: PRICE BID FORMAT

(Produced here for illustration purpose: to be filled-up Online only)

Name of Work: Request for Proposal for Selection of bus operator for Procurement, Supply, Operation and Maintenance of 3,7253,825 Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa

Package 1

1. Price Bid Format for Assam- 100 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5
1	9m Standard Floor AC-Type-I	INR/ km	100		

2. Price Bid Format for Bihar- 400 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5
2	9m Standard Floor AC-Type-I	INR/ km	200		
3	12m Standard Floor AC-Type-I	INR/ km	200		

3. Price Bid Format for Chandigarh- 100 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
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	1	2	3	4	5
4	12m Low Floor AC-Type-I	INR/ km	100		

4. Price Bid Format for Gujarat– 450 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5
5	9m Standard Floor AC-Type-I	INR/ km	450		

5. Price Bid Format for Haryana– 200 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5
6	9m Standard Floor AC-Type-I	INR/ km	200		

6. Price Bid Format for J&K– 125 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5
7	9m Standard Floor AC-Type-I	INR/ km	80		
8	12m Standard Floor AC-Type-I	INR/ km	45		



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7. Price Bid Format for Maharashtra– ~~1,260~~1,290 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5
9	9m Standard Floor AC-Type-I	INR/ km	747 777		
10	12m Standard Floor AC-Type-I	INR/ km	513		

8. Price Bid Format for Meghalaya– 20 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5
11	9m Standard Floor AC-Type-I	INR/ km	20		

9. Price Bid Format for Odisha– ~~290~~340 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5
12	9m Standard Floor AC-Type-I	INR/ km	190 240		
13	12m Standard Floor AC-Type-I	INR/ km	100		



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10. Price Bid Format for Puducherry – 75 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5
14	9m Standard Floor AC-Type-I	INR/ km	25		
15	12m Standard Floor AC-Type-I	INR/ km	50		

11. Price Bid Format for Punjab – 205 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5
16	9m Standard Floor AC-Type-I	INR/ km	139		
17	12m Standard Floor AC-Type-I	INR/ km	66		

Package 2

12. Price Bid Format for 7m J&K- 75 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5
18	7m Standard Floor AC-Type-I	INR/ km	75		



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13. Price Bid Format for 7m Maharashtra- ~~193~~213 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5
19	7m Standard Floor AC-Type-I	INR/ km	193 213		

14. Price Bid Format for 7m Meghalaya- 30 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5
20	7m Standard Floor AC-Type-I	INR/ km	30		

15. Price Bid Format for 7m-Odisha- 60 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5
21	7m Standard Floor AC-Type-I	INR/ km	60		

16. Price Bid Format for 7m-Punjab- 142 Buses

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In Rs.) Exclusive of GST	Unit Rate (In words) Exclusive of GST
	1	2	3	4	5



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Date : 25-01-2024

22	7m Standard Floor AC-Type-I	INR/ km	142		
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Notes applicable to above Table:

Quoted base price per km (in Rs.) to be exclusive of GST (IGST/CGST/SGST/UGST).

1. Prices once quoted shall remain firm and shall not be subjected to any escalation other than in accordance with the provisions of this RfP.
2. Deposit of all statutory taxes, duties, levies etc. to government authorities shall be the sole responsibility of the Selected Bidder and the Selected Bidder shall indemnify CESL and the Authority for any tax claims, litigations, notices, etc. issued by the statutory /Government or State authorities. However, any taxes on GCC Unit Rate will have to be borne by the Authority, if any.
3. I/we have read all the terms and conditions of the RfP and agree to accept and abide by the same in total. The above quotation has been prepared after taking into account all the terms and conditions of the Tender/IFB/NIT.

(SEAL)

Dated

Signature of Tenderer or their Authorized representative

Name and Address of Tenderer:

..... Phone no.....



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ANNEXURE B: CITY-WISE DEMAND

State/ UT	City	12 M	9 M	7 M	City Total	State Total
Chandigarh	Chandigarh^	100	-	-	100	100
Gujarat	Gandhinagar	-	50	-	50	450
	Rajkot	-	100	-	100	
	Vadodara	-	100	-	100	
	Bhavnagar	-	100	-	100	
	Jamnagar	-	50	-	50	
	Junagadh	-	25	-	25	
	SOUADTGA- Ektanagar*	-	25	-	25	
Haryana	Gurugram	-	100	-	100	200
	Faridabad	-	100	-	100	
J & K	Srinagar	20	80	-	100	200
	Jammu	25	-	75	100	
Maharashtra	Nagpur	-	150	-	150	1,453,1503
	Chhatrapati Sambhaji nagar	75	25	-	100	
	Kalyan Dombivli	50	25	25	100	
	Nashik	50	-	-	50	
	Thane	60	40	-	100	
	Vasai Virar	20	60	20	100	
	Amravati	-	40	10	50	
	Chandrapur	-	30	20	50	
	Bhiwandi	25	50	25	100	
	Kolhapur	50	50	-	100	
	Mira Bhayandar	60	40	-	100	
	Solapur	30	70	-	100	
	Ullhasnagr	20	50	30	100	
	Ahmednagar	-	10	30	40	
	Latur	10	30	10	50	
	Sangli	20	30	-	50	
	Akola	14	28	8	50	
	Dhule	-	28	10	38	
	Ichalkaranji	5	15	5	25	
	Jalgaon	24	6	20	50	
Odisha	Bhubaneswar	50	40	10	100	350400
	Cuttak	-	70	30	100	
	Sambalpur	-	50	-	50	
	Rourkela	50	40	10	100	
	Berhampur	-	40	10	50	
Punjab	Amritsar	50	50	-	100	347
	Jalandhar	16	39	42	97	
	Patiala	-	50	-	50	
	Ludhiana	-	-	100	100	
Meghalaya	Shillong	-	20	30	50	50



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State/ UT	City	12 M	9 M	7 M	City Total	State Total
Bihar	Patna	75	75	-	150	400
	Darbhanga	25	25	-	50	
	Bhagalpur	25	25	-	50	
	Gaya	25	25	-	50	
	Muzaffarpur	25	25	-	50	
	Purnia	25	25	-	50	
Puducherry	Puducherry	50	25	-	75	75
Assam	Guwahati	-	100	-	100	100
Total		1,074	2,151	2,231	500	520
					3,725	3,825

^The city of Chandigarh will need 100 nos. of 12m Low floor Buses.

*Ektanagar city will be covered under the PSM Scheme. However, payment of per km fee to the selected bidder will be paid by SOUADTGA- Ektanagar (Gujarat)



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ANNEXURE C: DEPOT DETAILS

S. No	State Name	City Name	Location	Location coordinates	Depot Holding (No of buses)	Readiness
1	Bihar	Patna	Pariwahan Parisar, Phulwarisharif	25.62869, 85.03092	150	Brownfield
2	Bihar	Patna	Patliputra Bus Terminal (ISBT), Bairiya	25.5851293, 85.1912468	75	Brownfield
3	Bihar	Darbhanga	Govt. Bus Stand	25.255887, 87.002723	100	Brownfield
4	Bihar	Bhagalpur	Govt. Bus Stand	26.117214, 85.897378	150	Brownfield
5	Bihar	Gaya	Govt. Bus Stand	24.787309, 84.999849	100	Brownfield
6	Bihar	Muzaffarpur	Imlichatti Govt Bus Stand	26.125556, 85.376658	100	Brownfield
7	Bihar	Purnia	Govt Bus Stand	25.781274, 87.468604	175	Brownfield
8	Chandigarh	Chandigarh	Depot 4, Sector 43	30.71, 76.74	100	Brownfield
9	Gujarat	Rajkot	Smart City Area, Near Atal Sarovar, Second Ring Road	22°19'2.58"N, 70°44'25.24"E	150	Brownfield
10	Gujarat	Gandhi Nagar	TP-9A, FP-152, Samajik Suvidha (Social Infrastructure Facility)	23.1922620, 72.6083834	100	Greenfield
11	Gujarat	Bhavnagar	Adhevada FP No. 39 Paiky, Ring Road	21°43'29"N, 72°09'05"E	50	Greenfield
12	Gujarat	Bhavnagar	Fulsar FP No.29, Behind P.O.	21.751511, 72.093220	50	Greenfield
13	Gujarat	Jamnagar	Happa Marketing Yard	22°28'29.1"N, 70°06'24.1"E	50	Greenfield
14	Gujarat	Vadodara	Gotri	22°18'47.18"N, 73°7'43.51"E	50	Greenfield
15	Gujarat	Vadodara	Sayajigunj	22°18'37.20"N, 73°10'56.10"E	50	Brownfield
16	Gujarat	Junagadh	Vadla Village	21028'57"N, 70°24'27"E	25	Greenfield
17	Haryana	Gurugram	Gurugram-1, GMCBL City Bus Depot, Sector 10	"N" 28°27'3.83, "E" 76°59'48	100	Brownfield
18	Haryana	Faridabad	Faridabad (Ballabgarh) Sector -61	"N" 28°18'28.4", "E" 77°19'26.0"	150	Greenfield
19	Jammu and Kashmir	Srinagar	Batmaloo (land yet to be finalised)	NA	50	Greenfield
20	Jammu and Kashmir	Jammu	Bhagwatinagar e bus Depot	32°43' 18.51" N, 74°49' 37.04"E	100	Greenfield
21	Maharashtra	Thane	Kolshet Thane	19.24084764, 72.99411605	150	Greenfield
22	Maharashtra	Kalyan Dombivli	Ganesh Ghat Depot	19.908748, 75.363822	100	Brownfield
23	Maharashtra	Ulhasnagar	Regency Antillia	19.1452, 73.1022	35	Brownfield
24	Maharashtra	Ulhasnagar	Ajmera Group and Paradise Group	19.1437, 73.941	50	Brownfield



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 Date : 23-01-2024

S. No	State Name	City Name	Location	Location coordinates	Depot Holding (No of buses)	Readiness
25	Maharashtra	Ulhasnagar	Opposite Ulhasnagar Railway station	19.21, 73.16	35	Brownfield
26	Maharashtra	Vasai Virar	Yashwant Nagar	19.446007, 72.807997	60	Brownfield
27	Maharashtra	Vasai Virar	Nalasopara	19.418492, 72.816593	40	Brownfield
28	Maharashtra	Nagpur	Koradi	21.252232, 79.102920	75	Brownfield
29	Maharashtra	Nagpur	Khapri	21.055602, 79.053642	75	Brownfield
30	Maharashtra	Mira Bhayandar	Ghodbunder Depot	19.28, 72.88	100	Greenfield
31	Maharashtra	Bhiwandi	Nagaon	19.303214, 73.079559	50	Brownfield
32	Maharashtra	Bhiwandi	Temghar	NA	50	Greenfield
33	Maharashtra	Solapur	Dr. Babasaheb Aambedkar at Vahan Tal Budhwar Peth	17.660442, 75.907108	100	Brownfield
34	Maharashtra	Kolhapur	Shastrinagar KMT central Workshop	16.686918, 74.239034	100	Brownfield
35	Maharashtra	Chhatrapati Sambhajnagar	ASCDCL Bus Depot Jadhavwadi	19.908748, 75.363822	100	Brownfield
36	Maharashtra	Ahmednagar	Behind Kedgaon Devi Temple Araogaon Road	19.047968, 74.712178	40	Brownfield
37	Maharashtra	Latur	Truck Terminus	18.409894, 76.6030308	50	Greenfield
38	Maharashtra	Amravati	Mauje Badnera Kondeshwar Road, Beside Power House	20.863079, 77.749545	50	Greenfield
39	Maharashtra	Nashik	Adgaon	20.26626, 73.525252	100	Greenfield
40	Maharashtra	Dhule	147/2 Truck Terminus	20.181555, 74.768716	50	Brownfield
41	Maharashtra	Jalgaon	TB Sanatorium	21.003897, 75.579494	50	Greenfield
42	Maharashtra	Sangli	Near fire station Timber Area	16.86152, 74.58409	100	Greenfield
43	Maharashtra	Akola	S.No 29/2 of Mauje Khadki BK	20.66569, 77.014241	50	Greenfield
44	Maharashtra	Ichalkaranji	Solage Mala, Shahapur Gut No 235 Part,280Part,257 Part, 2580 Part	16.704506, 74.471301	25	Greenfield
45	Meghalaya	Shillong	New Shillong Township (land yet to be finalised)	25°36' 25.4, 91°57' 44.8	60	Greenfield
46	Odisha	Bhubaneswar	Pokhriput Bus Depot	24°14'36.85"N, 85°48'25.84"E	100	Brownfield
47	Odisha	Cuttack	Naraj Depot, Cuttack	20°28'55"N, 85°46'46"E	150	Brownfield
48	Odisha	Rourkela	Mouza:RTU-4,Khata No.3(Anabadi), Kisam-Patit	22°14'37"N, 84°49'28"E	100	Brownfield
49	Odisha	Berhampur	Haldiapadar Bus Depot	20°14'35"N, 85°48'26"E	60	Brownfield
50	Puducherry	Puducherry	PRTC Depot	NA	50	Brownfield



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6b39352ea247, OU=CONTRACTS, O=ENERGY EFFICIENCY SERVICES LIMITED,
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PB : a.bhattacharya(Ashim Bhattacharya)
Date : 23-01-2024

S. No	State Name	City Name	Location	Location coordinates	Depot Holding (No of buses)	Readiness
51	Punjab	Amritsar	Existing BRTS Bus Depot, opp. DAV International School at Verka Bypass	31.65301, 74.9281	40 (+93 for Diesel Buses)	Brownfield
52	Punjab	Amritsar	Existing City Bus Depot at Ram Talai Road	31.622916, 74.902827	80	Brownfield
53	Punjab	Jalandhar	Workshop Lamba Pind	31°20'56.01"N, 75°36'7.94"E	55 (Standard & Midi)	Brownfield
54	Punjab	Jalandhar	Municipal Corporation Jalandhar adjacent area	31°19'27.50"N, 75°34'56.57"E	42 (mini)	Greenfield
55	Punjab	Patiala	Near Kaidarnath Mandir	30.331511, 76.418886	50	Greenfield
56	Punjab	Ludhiana	Ghora Road	TBC	TBC	Greenfield
57	Punjab	Ludhiana	Hambran Road (Needs to be finalised)	30.9182841, 75.7987852	50	Brownfield
58	Odisha	Sambalpur	OSRTC Workshop, Near Chief District Agricultural Office, Modipada,	21.474115N, 83.973373E	TBC	Brownfield
59	Gujarat	SOUADTGA-Ektanagar	Ekta Nagar depot Infront of railway station	21°53'4.50"N 73°41'22.33"E	TBC	Brownfield
60	Assam	Guwahati	ASTC Rupnagar Depot, Guwahati, Kamrup (M)	26.16594 91.76218	TBC	=
61	Maharashtra	Chandrapur	Civil Lines area, Sheet No. 11, Nagar Bhumapan No 17758,	19.966423 79.296364	TBC	Greenfield

Please note that the depot details are tentative and are based on information shared by the cities. The location of these depots might change.



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ANNEXURE D: LIST OF APPLICABLE LAWS

1. Guidelines issued in Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020
2. Order No No.9/16/2016-Trans-Part (2) dated 18 November 2020
3. Government of India Guidelines for Make in India, domestically manufactured products, Atmanirbhar Bharat and circulars. DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date: 16th Sept. 2020,
4. MeitY Circular No.1(10)/2017-CLES dated 06.12.2019
5. Order No. 11/05/2018-Coord. by the Ministry of Power dated 17 September 2020 including any amendments or modifications to the same from time to time.
6. Restriction on public procurement from bidders of certain countries as per the Office Memorandum issued by Department of Expenditure dated 25 August 2023
7. Order for Public Procurement no. 4: F-7/10/2021-PPD(1) dt. 23.02.2023
8. Any other relevant law modified from time to time that may be applicable to this RfP Volume 1



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ANNEXURE E: NOTE ON PROPOSED PAYMENT SECURITY MECHANISM (PSM) SCHEME FOR PM-eBUS SEWA

NOTE ON PROPOSED PAYMENT SECURITY MECHANISM (PSM) SCHEME FOR PM-eBUS SEWA

Introduction

Ministry of Heavy Industries (MHI), GoI is coming up with a new scheme titled **"Payment Security Mechanism for electric busses funded by GoI schemes"** by facilitating a dedicated Payment Security Fund (PSF). The scheme has two components:

- i) **Payment Security** to the operators/OEMs as per the Concession Agreement signed between Public Transport Authority (PTA)¹ and the operators/OEMs for procurement and operation of e-buses.
- ii) **Consent of State/UT for Direct Debit Mandate (DDM)**. This would require a consent from State/UT in a prescribed format.

The **detailed mechanism** to be followed under the scheme is given below:

1. Event of PSM Triggering

- i. In case of delay/non-payment of bill by PTA within the prescribed time as per concession agreement. The event will lead to **"Default by PTA"**
- ii. OEM/operator shall report the matter and submit the proposal to the fund manager (CESL).

2. Disbursement from Payment Security Fund (PSF) by CESL

- i. CESL will verify, approve, sanction the proposal, and disburse the funds in the Escrow to the extent of the default.

3. Repayment Mechanism of PSF by PTAs

- i. PTAs must repay the entire amount along with the bank interest² within 90 days from the date of disbursement of funds from PSF.
- ii. In addition, Late Payment Surcharge (LPS) @ 3% per annum based on number of days delayed from the date of fund disbursement from PSF, will be applicable to PTA.

4. Invocation of DDM by RBI

- i. If non-repayment by PTA persists beyond 90 days, CESL shall report the matter to the Steering Committee of PSM under MHI to invoke the DDM.
- ii. MHI would invoke DDM based on Committee's recommendations by informing RBI which would debit the entire amount from the current account of the State/UT Government and will transfer the same to the PSF.

¹ Public Transport Authority (PTA) is any government agency which is operating buses in India including State Transport Undertakings (STUs), State Transport Corporations (STCs), Special Purpose Vehicles (SPVs) etc.

² The bank interest shall be calculated at the prevailing 3 years SBI's Marginal Cost of Funds based Lending Rate (MCLR), compounded annually.



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SECTION-6

ANNEXURE 24 - DECLARATION FOR QUOTED LOTS BY THE BIDDER

(to be submitted on the letterhead of the Bidder)

RfP Ref:

Description: "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of
xxxx Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost
Contracting (GCC) under

PM-eBus Sewa

To,

CGM (SCM)

Convergence Energy Services Limited.

(A 100% EESL Owned Subsidiary)

Core-3, 2nd Floor,

SCOPE Complex, Lodhi Road, New Delhi-110003

Subject: Declaration for the Quoted Lots by bidder in the Tender

With reference to RfP Ref: _____, I/we hereby admit that I/we, have quoted for the Lots in the
following States for the above-referred Tender.

As detailed below:

Sr. No.	States	Participated (Yes or NO)
<u>1</u>	<u>Assam</u>	
<u>21</u>	Bihar	
<u>32</u>	Chandigarh	
<u>43</u>	Gujarat	
<u>54</u>	Haryana	
<u>65</u>	J&K	
<u>76</u>	Maharashtra	
<u>87</u>	Meghalaya	
<u>98</u>	Odisha	
<u>109</u>	Puducherry	



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11 10	Punjab	
12 11	7m-J&K	
13 12	7m-Maharashtra	
14 13	7m-Meghalaya	
15 14	7m-Odisha	
15 16	7m-Punjab	

Signature of Bidder with stamp & Address

(*bidder must mandatorily submit the declaration as above. The bid shall be evaluated based on this declaration. Providing false information may lead to technically non-responsiveness of the bid)



Signature :-
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