

Draft RfP for PM-eBus Sewa being circulated for comments from stakeholders.

## **SECTION- 4**

### **Request for Proposal (RfP)**

**For**

**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**

## 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 **xxxx** 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/22231022** **Dated** **22.10.2023**

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

- Instructions to Bidders (Volume I)
- Concession Agreement (Volume II)
- Technical Specifications (Volume III)

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.

# **Volume 1 – Instructions to Bidders**

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## 1. DEFINITIONS

- 1.1 **“Affiliate/Associate/ Parent/”** means a Company that either directly or indirectly controls or is controlled by or is under common control with a Bidder and hereinafter is referred to as Affiliate or 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 schedule defined in **Clause 22**.
- 1.6 **“Control”** means the following:
- 1.6.1 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
  - 1.6.2 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 created 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 I.

## 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 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 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**.

MoHUA has aggregated the demand from the cities shortlisted under this scheme. A total demand of XXXX was received from XXXX cities. Details of demand received from the participating cities is as under:

Authority/City	12 m Standard Floor AC	9 m Standard Floor AC	7 m Standard Floor AC	Total
City 1	Xx	Xx	Xx	Xx
City 2	Xx	Xx	Xx	Xx
City 3	Xx	Xx	Xx	Xx
City 4	Xx	Xx	Xx	Xx
City 5	Xx	Xx	Xx	Xx
City 6	Xx	Xx	Xx	Xx
.....	Xx	Xx	Xx	Xx
Total	Xx	Xx	Xx	Xx

## 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 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.

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 xxxxx 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 III (the “Project”).

#### 4. SCOPE OF WORK

- 4.1 This RfP has been created 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 II (“Agreement”) shall be signed between the Selected Bidder and the participating Authority (individual Agreements to be signed for each of the lots mentioned below). The lot size, annual assured kms and period of Concession Agreement (“Concession Period”) for different types of buses is provided below.

Lot	Bus Type	Lot Size (no. of Buses)	Annual Assured Kms (indicative)	Concession Period
<b>Type I* buses</b>				
Lot 1	7m Standard Floor AC Bus	xx	140 X 350 (without opportunity charging)	12 years
Lot 2	9m Standard Floor AC Bus	xx	160 X 350 (without opportunity charging)	12 years
Lot 3	12m Standard Floor AC Bus	xx	180 X 350 (without opportunity charging)	12 years

*\*Type I definition as per AIS: 052*

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

- 4.2.1 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.

- vii. 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 lots 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. The award quantities for each Lot are presented in the table below. Please refer to **Clause 12** of this RFP for further details on award of contract and the evaluation process.

Lot	Bus Type	Number of buses (indicative)	LoA Quantity (illustrative example)
<b>Type-I buses</b>			
Lot 1	7m Standard Floor AC Bus	xx	L1: L2: L3 (100:00:00/70:30:00/50:30:20)
Lot 2	9m Standard Floor AC Bus	xx	L1: L2: L3 (100:00:00/70:30:00/50:30:20)
Lot 3	12m Standard Floor AC Bus	xx	L1: L2: L3 (100:00:00/70:30:00/50:30:20)

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, 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 11** 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 have to 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.

## 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 <b>Bid Submission</b> 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 <sup>st</sup>	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 <sup>nd</sup>	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 xxx of Section 6.

- 7.2 Bidders may submit EMD in the form of Insurance Surety Bonds as well.

- 7.3 The Lot wise EMD details (illustrative) are provided in the table below:

Lot	Bus Type	No. of Buses (indicative)	Amount* (Indicative)
Lot 1	7m Standard Floor AC Bus	xx	INR xx/ bus
Lot 2	9m Standard Floor AC Bus	xx	INR xx/ bus
Lot 3	12m Standard Floor AC Bus	xx	INR xx/ bus

*\*will be updated for the entire Lot*

- 7.4 If a Bidder opts to bid for more than one Lot, then the EMD requirement for the Bidder would be the cumulative EMD requirement for all the lots being bid for.

- 7.5 No interest will be payable by CESL on the EMD.

- 7.6 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.
- 7.7 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.
- 7.8 EMD may be provided by more than one bank.
- 7.9 The EMD of a Bidder shall be forfeited in the following events:
- 7.9.1 If a bidder withdraws/modifies/changes its Bid during the period of Bid validity
  - 7.9.2 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.
  - 7.9.3 Successful bidder fails to furnish the required CPBG within stipulated time as per the terms and conditions mentioned in this RfP.
  - 7.9.4 In case the Selected Bidder does not clear its dues as per due dates specified in this RfP.
  - 7.9.5 Bidders submitting any wrong information or making any misrepresentation in their Bid as per the RfP terms.
  - 7.9.6 If the bidder engages in fraudulent practices as mentioned in **clause 21** of Volume I within the period of validity of bid.
  - 7.9.7 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 Affiliate as a Single Bidder that fulfils the eligibility criteria mentioned in **clause 9** of Volume I.

### **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 Affiliate and the OEM or its Affiliate shall be required to fulfil the Technical Qualification criteria mentioned in **clause 9** of Volume I. Further, the OEM or its affiliate 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-xxxx 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.
- 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) Provided further that the Consortium Agreement shall not be amended without the explicit approval of CESL (before signing of concession agreement) and Authority (after signing of the concession agreement).
- g) 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.
- h) 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 xxxx 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.
- i) The Bid should also contain signed Letter of Consent (as per Annexure xxxx 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.
- j) 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 successful 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 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 multiple SPVs may be formed in the selected lot, however only one SPV is allowed per Authority per Lot for signing the Agreement with the respective Authority and implementing the project.
- d) The SPV should also not have more than 1 OEM or its Associate as an equity stake holder in that 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), together with its/their Associates (whose financial and/or technical capacity has been used to fulfil the qualification criteria), 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, as its technical capacity was evaluated for the purpose of meeting the technical qualification criteria under this RfP.
- 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 further ensure, that in the event it has been selected for the Project on the technical and/ or financial capabilities of its/any of the Parent/ Affiliate/ Associates, the said Parent/ Affiliate/ Associate shall remain a(n) Parent/ Affiliate/ Associate of the successful bidder, for at least three years from COD (as defined in 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
<b>I) General Eligibility</b>		
A	The Bid can be submitted by either a Single Bidder or a Consortium as specified in Section	1. Copy of Certificate of Incorporation, Memorandum and Article of the



Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
	<p>8 of Volume I 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 technologies for the entire duration of the Agreement.</p>	<p>association of the bidder/ each consortium member should be submitted.</p> <p>2. In the case of a Consortium, a consortium agreement, as per format specified in <b>Annexure xxx</b> of Section 6.</p> <p>3. GST certificate and PAN card</p>
B	<p>The Bidder(s) or its Parent/Affiliate/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.</p>	<p>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 <b>Annexure xxx</b> of Section 6.</p>
C	<p><b>Bidder or/and all members of the Consortium must be either:</b></p> <p>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</p> <p>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</p> <p>Similar International Financial Institutions registered with applicable regulators abroad but also registered / licensed to conduct business in India OR</p> <p>Partnership firm registered under the Indian Partnership Act OR</p> <p>An LLP incorporated under Limited Liability Partnership Act, 2008/Companies Act 2013 OR</p> <p>A registered proprietary firm in India</p>	<p>Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted</p> <p>Copy of Registration certificate from RBI or under section 4A of the Companies Act 1956</p> <p>Copy of Registration certificate and GST number and PAN must also be submitted.</p> <p>Copy of registered Partnership Deed should be submitted</p> <p>Copy of Certificate of Incorporation, and Registration Certificate of the bidder should be submitted</p> <p>Copy of sales tax/GST registration, EPF registration, Shops and Establishment Dept.</p>



Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
		registration certificate, as may be applicable, should be submitted
D	<p>OEM submitting bid as a Single Bidder or as a member of the Consortium should provide the following:</p> <ol style="list-style-type: none"> <li>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"> <li><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.</li> <li><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.</li> </ul> </li> <li>Compliance for indigenization of xEV parts of eBus as per details provided in clause <b>xxx</b>.</li> </ol>	<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 <b>Annexure xxx</b> of Section 6.</p>
<b>Only the Bids of the Bidder meeting above Eligibility Criteria shall be considered for assessment of next stage of assessment of Qualification Criteria.</b>		
<b>II) Technical Qualification Criteria:</b> For meeting technical qualification criteria the bidder should satisfy the criteria mentioned in (E) below		
E	<ol style="list-style-type: none"> <li>The Bidder should have regularly, starting 01<sup>st</sup> April of the previous financial year till Bid Due Date, manufactured and supplied Electric Buses and</li> <li>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</li> <li>'The bidder' must have an annual capacity to manufacture and supply at least <b>500</b> Buses prior to the Bid Due Date.</li> </ol>	<p><b>License of manufacturing buses:</b> 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><b>Annual capacity for Bus manufacturing and supply:</b> Certificate from Statutory Auditor confirming the adequate production capacity of E-buses as per the format specified in Annexure <b>xxx</b> of Section 6.</p>
<b>III) Financial Qualification Criteria</b>		
F	<p>The Bidder should meet the Minimum Average Annual Turnover (MAAT) criteria as per <b>Table xxx</b>. The MAAT shall be calculated as an average turnover of the last 3 years.</p> <p><i>In case of consortium, the cumulative MAAT of all the members will be considered.</i></p>	<p>Annual Report (audited balance sheet and profit &amp; 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>

Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
	<i>[Turnover means Revenue from operations as per the audited financial statement of the Bidder(s).]</i>	
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;"><b>and</b></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><b>Please note:</b></p> <p>a. In case a Bidder and/(or) it's Parent(s)/ Affiliate(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 &amp; 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 XXX**

Lot	Bus Type	No. of buses (indicative)	MAAT requirement (Indicative)*
Lot 1	7m Standard Floor AC Bus	xx	~INR 10.7 lakh/ bus
Lot 2	9m Standard Floor AC Bus	xx	~INR 11.8 lakh/ bus
Lot 3	12m Standard Floor AC Bus	xx	~INR 12.8 lakh/ bus

*\*This will be updated for the entire Lot requirement*

9.2 The Bidder is required to separately meet the financial qualification criteria mentioned above in the table for each of the lots. In case a Bidder is submitting a Bid for more than one lot, then the financial qualification criteria is required to be met cumulatively for all such lots.

- a) The Bidder may seek qualification based on technical and financial capability of its Parent/ Affiliate/ Associate(s) for the purpose of meeting the Qualification criteria. The technical and financial capability of a particular entity, including its Parents and/or Affiliates/Associates, shall not be used

directly or indirectly by more than one Bidder/ Consortium member for an individual lot.

- b) In case the Bidder or Lead Member of the consortium uses the technical and financial capability of its Parent/ Affiliate/ Associate for the purpose of meeting the qualification criteria then a certificate by the Statutory Auditor clearly explaining how the Parent/ Affiliate/ Associate firm meets the above definition of the Parent/ Affiliate/Associate under the RfP shall be submitted by the Bidder

9.3 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 Period. Failure to comply with the aforesaid requirements shall make the Concession Agreement liable for termination after its signing.

## **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 **Annexure xxx** 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.
- 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 **xxx 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
- 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

The lot wise and Authority wise demand received is as follows:

Authority/ STU	City	Lot 1: 12m Std floor AC	Lot 2: 9 m Std Floor AC	Lot 3: 7 m Std Floor AC	Total
<b>Total</b>		<b>XX</b>	<b>XX</b>	<b>XX</b>	<b>XX</b>

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

- 12.1 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.
- 12.2 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) for each lot. ("Rank List"). The Bidder quoting the Lowest Price (L1 Bidder) shall be considered the "Preferred Bidder" for each lot.
- 12.3 The allocation in each lot will be as follows (subjected to price matching)

Lot	Bus Type	Number of buses (indicative)	Buses awarded to Selected Bidder(s) (Illustrative example)
Lot 1	7m Standard Floor AC Bus	xx	L1: L2: L3 (100:00:00/70:30:00/50:30:20)
Lot 2	9m Standard Floor AC Bus	xx	L1: L2: L3 (100:00:00/70:30:00/50:30:20)
Lot 3	12m Standard Floor AC Bus	xx	L1: L2: L3 (100:00:00/70:30:00/50:30:20)

- 12.4 In case a lot is to be awarded to more than one bidder (as mentioned in above table), CESL shall call the Second Lowest Bidder (L2) for discussions and request 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).
- 12.5 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 the lot as mentioned in the table above.
- 12.6 In the event that 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".
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 CESL, after negotiation, 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).
- 12.11 After the financial evaluation of the submitted bids, CESL shall issue LoCQ (Letter of confirmation of quantity) for each Lot to the Selected Bidder
- 12.12 If there is only one Bidder for a particular lot, 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 **xxxx** 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 Affiliate) 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 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:

<b>Sr. No.</b>	<b>Description</b>
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
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 may be submitted in hard copy as mentioned in Clause 14.1 above physically. 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. OPTION / QUANTITY VARIATION CLAUSE:**

Bidders may note that the quantity of Buses awarded to them is subject to **+ 25%** variation within one year from date of issue of LOA.

## **16. OTHER REQUIREMENTS**

- 16.1 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.
- 16.2 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 **xxxxx** of Section 6. The POA shall be supported by a board resolution (as per the format in Annexure **xxxx** of Section 6.

## **17. REJECTION OF BID**

- 17.1 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.
- 17.2 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
  - 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.
- 17.3 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 xxxx 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.

**17.4 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.

**17.5 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.

## **18. SIGNING OF CONCESSION AGREEMENT**

- 18.1 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 II of this RfP.
- 18.2 All incidental expenses related to execution of the Concession Agreement shall be borne by the Selected Bidder.

## **19. 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.

## **20. 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 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.

## **21. FRAUDULENT AND CORRUPT PRACTICES**

- 21.1 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.

21.1.1 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.

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

- ***“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;

- ***“Fraudulent practice”*** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- ***“Coercive practice”*** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
- ***“Undesirable practice”*** means (i) establishing contact with any person connected with or employed or engaged by 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
- ***“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.

## **22. INSPECTION AND PROCUREMENT SCHEDULE:**

- 22.1 The procurement of bus after the award of contract shall be subject to prototype approval by a central agency nominated by MoHUA. RfP It 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 stated above 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.

22.2 The Authority will also carry out a test trial of the prototype bus operation systems 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.

22.3 A detailed tentative timeline for the procurement is provided below :

**a) For Lot XX (9m Std Floor AC)**

S. No.	Details	Timeline
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 + 7 Days
6	Approval of Prices by the Authority(T5)	T4 + 1 Week
7	Submission of performance security and signing of Concession agreement (T6)	T5 + 2 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 + 4 Weeks
10	First Bus on Road – Commercial operation date (T9)	T8 + 1 week

**b) For remaining Lots**

S. No.	Details	Timeline
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 + 7 Days
6	Approval of Prices by the Authority(T5)	T4 + 4 Weeks
9	Submission of performance security and signing of Concession agreement (T6)	T5 + 2 Weeks
10	Prototype testing and approval of the same (T7)	T6 + 12 Weeks
11	Completion of conditions precedent and handover of depots by the STU/Authority (T8)	T6 + 24 Weeks
12	First Bus on Road – Commercial operation date (T9)	T8 + 2 weeks

22.4 A detailed city wise deployment plan is presented in the table [below](#).

Timeline State/cities	FY 2023-24 (D1)	FY 2024-25 (D2)
	T10+ 12 Months	D1 + 12 Months
Xx		
Xx		
Xx		
Xx		
Xx		

## 23. 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.

## 24. INDEMNITY

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

24.2 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.

## 25. INDIGENIZATION AND COMPONENT WISE MANUFACTURING AND ORIGIN INFORMATION

Bidder should comply indigenization of components as mentioned in Table 1 and Table 2 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 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

S No	Item Description	Domestic Value Addition	Level
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:**

- a) 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
- b) Formula:  $\{[\text{Ex-Factory Price (Net of GST)} - \text{Import Content}]/\text{Ex-factory Price (Net of GST)}\} * 100$
- c) Import Content: Sum of FOB Value of all imported components or materials in the final product including import duties.
- d) OEM should submit the certification from the testing agency for compliance to the above-mentioned table.
- e) 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.
- f) Commodity items, Tires (Natural Rubber, SBR, Carbon Black) exempted from calculation for Domestic Value Content.

## **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 **xxx** Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa

1. Price Bid Format for Lot-1- (xxxxxxx) - xxx nos.

Sr No	Description of Bus	UoM	Unit Rate (In Rs.) Exclusive of GST
	1	2	3
1	7m Standard Floor AC-Type-I	INR/ km	

2. Price Bid Format for Lot-2-(xxxxx)-xxxx Nos.

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

3. Price Bid Format for Lot-3 (xxxxx) – xxxx Nos.

Sr No	Description of Bus	UoM	Unit Rate (In Rs.) Exclusive of GST
	1	2	3
1	12m Standard Floor AC-Type-I	INR/ km	

#### **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.....

**ANNEXURE B - CALCULATIONS FOR ELECTRICITY COST**

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**ANNEXURE C – DEPOT DETAILS**

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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
4. DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date: 16th Sept. 2020,
5. MeitY Circular No.1(10)/2017-CLES dated 06.12.2019
6. 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.
7. Restriction on public procurement from bidders of certain countries as per the Office Memorandum issued by Department of Expenditure dated 25 August 2023

## **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)<sup>1</sup> 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 interest<sup>2</sup> 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.

<sup>1</sup> 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.

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

## **SECTION- 6**

### **Annexures**

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## APPENDIX A - PRE-BID CONFERENCE

(No registration/fee submission/separate invitation, etc. is required for the interested firms for attending the Pre-bid meeting)

The official representative of the bidder may attend the Pre-bid Conference as mentioned in this RfP, which shall take place through WebEx.

(Bidders are requested to send their queries at least 7 days prior to the schedule date of Pre-bid meeting only in the prescribed format as given below on email id provided in Section-1 of tender document:

Sr. No.	Section No.	Description as Per RfP	Queries/ Clarification of the bidder	Remarks
	Page No.			
	Para No/Clause No.			
1	Section No.			
	Page No.			
	Para No/Clause No.			
2	Section No.			
	Page No.			
	Para No/Clause No.			
3	Section No.			
	Page No.			
	Para No/Clause No.			

Authorized Signatory

Sign & Stamp

### Note

- The purpose of the meeting shall be to clarify any issues regarding the bid process.
- Record notes of the meeting including the text of the questions raised and responses given shall be transmitted to all the bidders who were present at the meeting. Based on that, amendment can be issued in the tender documents.
- The clarifications that could not be furnished during pre-bid conference shall be separately communicated to all the bidders.
- Non-attendance at the pre-bid meeting shall not be a cause for rejection of a Bidder(s).
- Based on the discussion in pre-bid meeting, CESL reserves the right to modify/amend the tender document.

**Checklist**

(Required to be uploaded under Envelope 1 through e-procurement portal in same sequence as mentioned below)

<b>Annexure.</b>	<b>Description</b>	<b>Whether submitted (Yes/No)</b>
1	Covering Letter	
2	Bid Security/Bid Bond	
3	Power of Attorney (Single Bidder)	
4	Power of Attorney (Consortium)	
5	Bidder's composition and ownership structure	
6	Authorization to Bank	
7	Consortium Agreement	
8	Letter of Consent from each Consortium Member, including Lead Member	
9	Board Resolution	
10	Proforma of Letter of Undertaking	
11	Affidavit format	
12	Financial Qualification Requirement (Networth)	
13	Financial Qualification Requirement (MAAT)	
14	Technical Qualification Requirement	
15	Bidders Undertaking and details of Equity Investment	
16	Fraud prevention policy	
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.	

Authorized Signatory

Sign & Stamp

## ANNEXURE 1 - COVERING LETTER

(The covering letter should be on the Letter Head of the Bidder/ Lead Member of the Consortium)

Date: .....

From: .....

Tel. No.: .....

Fax No.: .....

E-mail address: .....

To,  
CGM (SCM)  
Convergence Energy Services Limited.  
(A 100% EESL Owned Subsidiary)  
Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003  
Dear Sir/Madam,

**Sub:** Bid for Request for Proposal (RfP) for Selection of bus operator for Supply, Procurement, Operation and Maintenance of xxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa.

Being duly authorized to present and act on behalf of M/s (insert name of Bidder / Consortium) (hereinafter called the "Bidder") and having read and examined in detail the Request for Proposal (RfP) document, the undersigned hereby submit our Bid with duly signed formats and Financial Bid as stipulated in RfP document for your consideration.

1. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RfP document and subsequent clarifications/amendments as per Clause xxx and xxxx of RfP.
2. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RfP document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
3. We hereby agree and undertake to procure the products and services associated with the Project, as per the Applicable Law (details of which are provided in the RfP), and as amended from time to time.
4. We are herewith submitting legally binding board resolution for investing the total equity requirement of the Project.
5. We hereby confirm that in accordance with Clause xxxxx of the RfP, we are herewith submitting legally binding undertaking supported by a board resolution from the .....(Insert name of Parent company/Associate, as the case may be) that all the equity investment obligations of ..... (Insert name of the Bidder) shall be deemed to be equity investment obligations of the ..... (Insert name of Parent company/associate, as the case may be) and in the event of any default by...(Insert name of the Bidder), the same shall be met by ..... (Insert name of Parent company/associate, as the case may be).

*[Sl. No 5 to be inserted only in case the Bidder is a Bidder / Lead Member of a Consortium and has sought qualification on the basis of technical and financial capability of its Associate(s) and/or its Parent]*

6. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations stated in RfP and Concession agreement with regard to the Project.
7. We hereby confirm that we shall continue to maintain compliance with Qualification Requirements till the execution of the Concession Agreement. Further, in case we emerge as Selected Bidder for the Project, we shall continue to maintain compliance with Qualification Requirements till COD of the Project.
8. We confirm that we have studied the provisions of relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Concession Agreement, in the event of our selection as the Selected Bidder. We further undertake and agree that all such factors as mentioned in RfP have been fully examined and considered while submitting the Bid.
9. We hereby confirm that we shall abide unreservedly with CESL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either the CESL's decision or its right to make such decision at any time in the future.
10. We undertake, that if our bid is selected, we shall initiate the activities required to be undertaken by the Selected Bidder immediately upon issuance of Letter of Confirmation quantity (LoCQ) to us by CESL.
11. If our bid is selected, we undertake to provide performance security as per the format specified in the Concession Agreement and comply with the other requirements of the RfP document.
12. We agree to abide by our bid proposal for a period 180 days from the Bid Due date as stipulated in the RfP document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
13. Until the concession agreement is executed between the Selected Bidder and relevant Authority, our bid, together with your written acceptance thereof in the form of your LoCQ shall constitute a binding contract between parties.
14. We understand that you are not bound to accept the lowest or any other bid you may receive.
15. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.
16. We have enclosed a Bid Bond of Rupees ..... Crores (Rs. ....) only or US\$..... (.....US Dollars), in the form of bank guarantee no [Insert number of the Bank Guarantee] dated.....[Insert Date of the Bank Guarantee] as per your proforma (Annexure-XXX) from [Insert name of bank providing Bid Bond] and valid up to.....in terms of Clause xxxx of the RfP.
17. With reference to our bid proposal no.....dated for..... /Package no Dated....., we hereby confirm that we have read the following provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these clauses are acceptable to us and we have not taken any deviation to these clauses.
  - i. Governing Laws: Clause xxx of ITB
  - ii. Settlement of Disputes: Clause xxx of ITB
  - iii. Terms of payment: Clause xxx of SCC
  - iv. Performance Security: Clause xxx of ITB

- v. Taxes and Duties: Clause xx of ITB
- vi. Completion Time Guarantee: Clause xxx of ITB
- vii. Defects Liability: Clause xxx of ITB
- viii. Functional Guarantee: Clause xx of ITB
- ix. Patent Indemnity: Clause xx of ITB
- x. Limitations of Liability: Clause xx of ITB
- xi. Project information, Estimation, bid Assumptions and conditions for Evaluation: As per Tables in price.

We further confirm that any deviation to the above clauses found anywhere in our bid proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication to CESL

18. We confirm that the Bid shall remain valid for a period of one eighty (180) days from the Bid Deadline.

The details of contact person are furnished as under:

Name: .....

Designation: .....

Name of the Company: .....

Address of the Bidder: .....

Phone Nos.: .....

Fax Nos.: .....

E-mail address: .....

Bid Bond

#### **Acceptance**

Thanking you,

Yours sincerely,

.....

(Name and Signature of the authorized signatory in whose name Power of Attorney/ Board Resolution as per Clause xxxx is issued)

Name: .....

Designation: .....

Address: .....

Date: .....

Place: .....

**Company Rubber Stamp**

## ANNEXURE 2 - BID SECURITY

### Bank Guarantee

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No. ....

Date .....

To:

Convergence Energy Services Limited. (A 100% EESL Owned Subsidiary)

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Dear Sir(s),

In accordance with invitation for bids under your RfP

no.....dated.....M/s.....having

its registered/head office at.....(here in after called "Bidder")

wish to participate in the said bid for (name of package)

We, the ..... (Name and address of the bank), having our head office at ..... guarantee and undertake to pay immediately on demand by Convergence Energy services Limited (CESL), the amount of.....without any reservation, protest, recourse. Any such demand made by the CESL shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

The Guarantee shall be irrevocable and shall remain valid up to..... If any further extension of guarantee is required, the same shall be extended to such period (not exceeding one year) on receiving instructions from (Bidder's Name) , on whose behalf guarantee is issued.

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this ..... Day of .....20.....at.....

Witness:

Signature:

Name:

Official address:

Authorized vide Power of Attorney no.

Date

NOTE:

Signature:

Name:

Designation with Bank Stamp

- Bid Security amount shall be as specified in the RfP.
- Complete mailing address of the Head Office of the Bank to be given. The bank guarantee validity date shall be one hundred eighty days from the Bid Due Date
- The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.
- While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill up both checklist and enclose the same with the Bank Guarantee.

#### **BANK GUARANTEE CHECK LIST**

1	Bank Guarantee No.	
2	Issuing Bank	
3	Nature of BG & No. of Pages	
4	Validity of BG	
5	Package Description	
6	Party & Contracts ref.	Name, Address, Tel, Fax, E—mail
7	Bank Reference	

#### **CHECK LIST**

Sl. No.	Details of Checks	YES / NO
1	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act?	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG)	
3	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
4	Has the executing Officer of BG indicated the name, designation and Power of Attorney No. / Signing Power no. etc., on the BG?	
5	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	

Sl. No.	Details of Checks	YES / NO
6	Does the Bank Guarantees compare verbatim with the proforma prescribed in the bid documents?	
7	In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of CESL in any manner)?	
8	In case of deviations in text of BG, which materially affect the right of CESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
9	Are the factual details such as Bid Document No. NOA/LOA/Contact No.,	
10	Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
11	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	
12	Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents?	
13	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	



**ATTACHMENT -I to ANNEXURE 2**

**LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR BID SECURITY  
SCHEDULED COMMERCIAL BANKS**

• **SBI AND ASSOCIATES**

<b>Sl. No.</b>	<b>Name of Banks</b>	<b>Sl. No</b>	<b>Name of Banks</b>
<b>1</b>	State Bank of India	<b>5</b>	State Bank of Mysore
<b>2</b>	State Bank of Bikaner and Jaipur	<b>6</b>	State Bank of Patiala
<b>3</b>	State Bank of Hyderabad	<b>7</b>	State Bank of Saurashtra
<b>4</b>	State Bank of Indore	<b>8</b>	State Bank of Travancore

• **NATIONALISED BANKS**

<b>Sl. No.</b>	<b>Name of Banks</b>	<b>Sl. No.</b>	<b>Name of Banks</b>
<b>9</b>	Allahabad Bank	<b>13</b>	Canara Bank
<b>10</b>	Andhra Bank	<b>14</b>	Central Bank of India
<b>11</b>	Bank of India	<b>15</b>	Corporation Bank
<b>12</b>	Bank of Maharashtra	<b>16</b>	Dena Bank
<b>17</b>	Indian Bank	<b>18</b>	Indian Overseas Bank
<b>19</b>	Oriental Bank of Commerce	<b>20</b>	Punjab National Bank
<b>21</b>	Punjab & Sind Bank	<b>22</b>	Syndicate Bank
<b>23</b>	Union Bank of India	<b>24</b>	United Bank of India
<b>25</b>	UCO Bank	<b>26</b>	Vijaya Bank
<b>27</b>	Bank of Baroda		

• **SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

<b>Sl. No.</b>	<b>Name of Banks</b>	<b>Sl. No.</b>	<b>Name of Banks</b>
<b>27</b>	Bank of Rajasthan	<b>41</b>	Sangli Bank Ltd.
<b>28</b>	Bharat Overseas Bank Ltd.	<b>42</b>	South Indian Bank Ltd.
<b>29</b>	Catholic Syrian Bank	<b>43</b>	Tamilnad Mercantile Bank Ltd.
<b>30</b>	City Union Bank	<b>44</b>	United Western Bank Ltd.
<b>31</b>	Dhanalakshmi Bank	<b>45</b>	ING Vysya Bank Ltd.
<b>32</b>	Federal Bank Ltd.	<b>46</b>	UTI Bank Ltd.
<b>33</b>	Jammu & Kashmir Bank Ltd.	<b>47</b>	S.B.I. Commercial & International Bank Ltd.

Sl. No.	Name of Banks	Sl. No.	Name of Banks
34	Karnataka Bank Ltd.	48	Ganesh Bank of Kurundwad Ltd.
35	Karur Vysya Bank Ltd.	49	IndusInd Bank Ltd.
36	Lakshmi Vilas Bank Ltd.	50	ICICI Bank Ltd.
37	Lord Krishna Bank Ltd.	51	HDFC Bank Ltd.
38	Nainital Bank Ltd.	52	Centurion Bank of Punjab Limited
39	Kotak Mahindra Bank	53	Development Credit Bank Ltd.
40	Ratnakar Bank Ltd.	54	Yes Bank

• SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

Sl. No.	Name of Banks	Sl.No.	Name of Banks
55	Abu Dhabi Commercial Bank Ltd.	71	Sonali Bank
56	ABN AMRO Bank Ltd.	72	Standard Chartered Bank
57	American Express Bank Ltd.	73	J.P Morgan Chase Bank
58	Bank of America NA	74	State Bank of Mauritius
59	Bank of Bahrain & Kuwait	75	Development Bank of Singapore
60	Mashreq Bank	76	Bank of Ceylon
61	Bank of Nova Scotia	77	Bank International Indonesia
62	The Bank of Tokyo-Mitsubishi UFJ Limited.	78	Arab Bangladesh Bank
63	Calyon Bank	79	Cho Hung Bank
64	BNP Paribas	80	China Trust Bank
65	Barclays Bank	81	Mizuho Corporate Bank Ltd.
66	Citi Bank	82	Krung Thai Bank
67	Deutsche Bank	83	Antwerp Diamond Bank N.V. Belgium
68	The Hong Kong and Shanghai Banking Corporation Ltd.	84	Internationale Nederlanden Bank N.V. (ING Bank)
69	Oman International Bank	85	Bank of China Ltd.
70	Societe Generale		

• PUBLIC SECTOR BANK

Sl. No.	Name of Banks	Sl. No	Name of Banks
86	IDBI Ltd.		

### ANNEXURE 3 - POWER OF ATTORNEY FOR SINGLE BIDDER

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

Know all men by these presents, We .....(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms..... (name and residential address) who is presently employed with us and holding the position of.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxxxxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Bid Document No. \_\_\_ dated \_\_\_), including signing and submission of all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., making representations to the CESL, and providing information / responses to the CESL, representing us in all matters before the CESL, and generally dealing with the CESL in all matters in connection with our Bid for the said Project till the completion of the bidding process in accordance with the RfP.

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

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

For [Insert name of the Bidder on whose behalf PoA is executed]

.....

(Signature)

Name: .....

Designation: .....

Accepted

.....

(Signature of the Attorney)

Name: .....

Designation: .....

Address: .....

.....

(Name, Designation and Address of the Attorney)

Specimen signatures of attorney attested by the Executant.

.....

(Signature of the Executant)

.....

(Signature of Notary Public)

Place: .....

Date: .....

Notes:

1. To be executed by Bidder or the Lead Member (in the case of a Bidding Consortium), as the case maybe.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

#### ANNEXURE 4 - POWER OF ATTORNEY FOR CONSORTIUM

TO BE PROVIDED BY EACH OF THE OTHER MEMBERS OF THE CONSORTIUM IN FAVOUR  
OF THE LEAD MEMBER

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

**KNOW ALL MEN BY THESE PRESENTS THAT** M/s \_\_\_\_\_, having its registered office  
at .....and M/s ..... having its registered  
office at

....., (Insert names and registered offices of all Members of the Consortium), the Members of Consortium, have formed a Bidding Consortium named ..... (insert name of the Consortium) (hereinafter called the “**Consortium**”) vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of .....and having its Registered / Head Office at .....as our duly constituted lawful Attorney (hereinafter called as “**Lead Member**”) which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid for the Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxxxxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa(Bid Document No.\_\_\_\_ dated \_\_\_\_), including signing and submission of the Bid and all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the CESL, and providing information / responses to the CESL, representing us and the Consortium in all matters before the CESL, and generally dealing with the CESL in all matters in connection with our Bid for the said Project, till completion of the bidding process in accordance with the RfP.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Consortium achieves execution of Concession Agreement, through its SPV.

We, as the Member of the Consortium, agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

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

**IN WITNESS WHEREOF** M/s\_\_\_\_\_, as the Member of the Consortium  
have executed these presents on this..... day of .....

For and on behalf of Consortium Member

.....

(Signature of the Authorized Signatory)

Name: .....

Designation: .....

Place: .....

Name: .....

Designation: .....

Place: .....

**Accepted**

Specimen signatures of attorney attested

.....

(Signature)

.....

**(Signature of Notary Public)** .....

(Name, Designation and Address

**of the Attorney)**

Place: ..... Date: .....

Notes:

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal of the executant affixed in accordance with the applicable procedure.
2. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

## ANNEXURE 5 - FORMAT FOR BIDDER'S COMPOSITION AND OWNERSHIP STRUCTURE

1. Corporate Details: Please provide the following information for the Bidder. If the Bidder is a Consortium, please provide this information for each Member including the Lead Member:

a) **Company's Name, Address, and Nationality:**

Name: .....

Address: .....

.....

Website Address: .....

Country of Origin: .....

b) **Year Organized:** .....

c) **Company's Business Activities:** .....

d) **Status as a Bidder:**

- i. Bidder
- ii. Lead Member of the Bidding Consortium
- iii. Member of the Bidding Consortium

Note: tick the applicable serial number

e) **Company's Local Address in India (if applicable):**

.....

.....

.....

f) **Name of the Authorized Signatory:** .....

g) **Telephone Number:** .....

h) **Email Address:** .....

i) **Telefax Number:** .....

j) Please provide the following documents:

- i. Copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable), including their amendments, certified by the Company Secretary as Attachment - 1 for Bidder / each Member of Consortium including Lead Member.
- ii. Authority letter (as per format for authorization given below in Annexure 6) in favor of CESL from the Bidder/every Member of the Consortium authorizing CESL to seek reference from their respective bankers & others as Annexure - 6 as per Clause xxx of the RfP.

2. **Details of Ownership Structure:**

Equity holding of Bidder/ each Member of Bidding Consortium including Lead Member owning 10% or more of total paid up equity.

Name of the Bidder / Consortium Member: .....Status of equity holding as on

.....

<b>Name of the Equity Holder</b>	<b>Type and No. of Shares owned</b>	<b>Extent of Voting Control (%)</b>

Notes:

- i. The above table is to be filled in separately for each Consortium Member.
- ii. Status of equity holding should be provided not earlier than thirty (30) days prior to Bid Due Date.

For and on behalf of Bidder / Lead Member of the Bidding Consortium

M/s.....

.....

(Signature of authorized representative)

Name: .....

Designation: .....

.....

(Stamp)

Date: .....

Place: .....



## ANNEXURE 6 - FORMAT FOR AUTHORISATION

(In case of Consortium, to be given separately by each Member)

((To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)  
and duly attested by notary public)

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by CESL to verify our Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxxxxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa or regarding our project development experience, financial standing and general reputation.

For and on behalf of M/s..... (Insert Name of Bidder or Member of the Consortium)

.....

(Signature)

Name of Authorized Signatory: .....

(Signature and Name of the authorized signatory of the Company)

Place: .....

Date: .....

.....

(Company rubber stamp/seal)

.....

(Signature of Notary Public)

Place: .....

Date: .....

## ANNEXURE 7 - FORMAT FOR CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

THIS CONSORTIUM AGREEMENT executed on this..... day of two thousand..... between M/s....., a company incorporated under the laws of ..... and having its Registered Office at.....(hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns) and M/s.....a Company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Party n", which expression shall include its successors, executors and permitted assigns) and for the purpose of submitting the Bid, executing the Project (in case of award) and entering into other Agreement(s) as specified in the RfP (hereinafter referred to as "Agreements") as may be entered into with the CESL and Authority.

WHEREAS, the CESL had invited Bid in response to RfP issued to.....(insert the name of purchaser of RfP) for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxxxxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa.

AND WHEREAS, Clause 8.2 of the RfP document stipulates that the Bidders qualifying on the strength of a Consortium will have to submit a legally enforceable Consortium Agreement in a format specified in the RfP document wherein the Consortium Members have to commit equity of a specific percentage in the Project.

AND WHEREAS, Clause 8.2 of the RfP document also stipulates that the Consortium shall provide along with the Bid, a Consortium Agreement as per prescribed format whereby the Consortium Members undertake to be liable for raising the required funds for its respective equity investment commitment as specified in Consortium Agreement.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the selected bidder by the CESL, we the Members of the Consortium and parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RfP for self and agent for and on behalf of ....., ....., ..... (the names of all the other Members of the Consortium to be filled in here).
2. The Lead Member is hereby authorized by the Members of Consortium and parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of the Members.
3. Notwithstanding anything contrary contained in this Consortium Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e., for both its own equity contribution as well as the equity contribution of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the

performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this agreement.

5. Subject to the terms of this agreement, the share of each Member of the Consortium in the “issued equity share capital of the SPV” shall be in the following proportion: (if applicable)

Name	Percentage of equity holding in the Project
Party 1	.....
.....	.....
Party n	.....
<b>Total</b>	<b>100%</b>

[Note: The percentage equity holding for any Consortium Member in the Project cannot be zero in the above table]

6. The Lead Member shall inter alia undertake full responsibility for liaising with lenders and mobilizing debt resources for the Project and achieving financial closure.
7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
10. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Attachment - I to this Consortium Agreement, forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project.
11. It is clearly agreed that the Lead Member shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its /their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.
12. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
13. It is hereby agreed that the Lead Member shall furnish the bid security, on behalf of the Consortium Members.
14. It is hereby agreed that in case of selection of Consortium as the Selected bidder, the parties to this Consortium Agreement do hereby agree that they shall furnish the Performance security in favor of the Authority, as stipulated in the RfP and Concession Agreement.

15. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the RfP Document and shall remain valid till the execution of the Concession Agreement, unless expressly agreed to the contrary by the CESL.
16. It is hereby agreed that in case of selection of Consortium as the Selected bidder, the members of the Consortium shall form an SPV (Project Implementing Entity) to execute the Concession Agreement and implement the Project. The OEM or its Associate whose technical capacity has been used to fulfill the Technical Qualification Criteria shall mandatorily hold minimum 26% subscribed and paid-up equity share capital in the SPV, throughout the period of the Agreement.
17. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RfP and for the purposes of the Project.
18. It is hereby expressly agreed between the parties to this Consortium Agreement that neither party shall assign or delegate its rights, duties or obligations under this Agreement except with the prior written consent of the CESL.

**THIS CONSORTIUM AGREEMENT:**

- a) has been duly executed and delivered on behalf of each party hereto and constitutes the legal, valid, binding and enforceable obligation of each such party, sets forth the entire understanding of the parties hereto with respect to the subject matter hereof;
- b) may not be amended or modified except in writing signed by each of the parties and with prior written consent of the CESL.

IN WITNESS WHEREOF, the parties to the Consortium Agreement have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For and on behalf of Consortium Member 1 (Party 1)

M/s.....

.....

(Signature of authorized signatory)

Name: .....

Designation: .....

Place: .....

Date: .....

For and on behalf of Consortium Member n (Party n)

M/s.....

.....

(Signature of authorized signatory)

Name: .....

Designation: .....

Place: .....

Date: .....

Attested:

.....

(Signature) (Notary Public)

Place: .....

Date: .....

DRAFT

Attachment - 1 to the Consortium Agreement

Name of the Consortium Member	Responsibilities under the Consortium Agreement
M/s ..... (Party 1)	
M/s .....	
M/s ..... (Party n)	

## ANNEXURE 8 - LETTER OF CONSENT FROM CONSORTIUM MEMBERS

**(On the letter head of each Member of the Consortium including Lead Member)**

Date: .....

From: .....

Tel. No.: .....

Fax No.: ..... E-mail address: .....

To,

CGM (SCM)

Convergence Energy Services Limited.

(A 100% EESL Owned Subsidiary)

Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

Dear Sir,

Sub: xxxxxxxxx

We, the undersigned Member of ..... (Insert name of the Bidding Consortium) have read, examined and understood the document for “Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxxxxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa”. We hereby confirm our concurrence with the Bid including in particular the Consortium Agreement submitted by (Insert name of the Lead Member) in response to the RfP document.

We hereby confirm our commitment to participate in the said Bidding Consortium and invest..... % of the total equity requirement for the Project as per the terms of the Consortium Agreement dated ..... and board resolution for such investment commitment is enclosed herewith.

We hereby confirm that in accordance with Clause xxx of the RfP, we are enclosing a legally binding board resolution from the (Insert name of Parent Company/Associate, as the case may be) that all the equity investment obligations of (Insert name of the Member) shall be deemed to be equity investment obligations of the ..... (Insert name of Parent Company/Associate, as the case may be) and in the event of any default by...(Insert name of the Member), the same shall be met by..... (Insert name of Parent company/Associate, as the case may be). [Insert if applicable]

[To be inserted by the Lead Member only] We are also enclosing legally binding board resolution for the total equity requirement of the Project in case of any breach of any of the equity investment commitment by any of the Consortium Members, in line with the provisions of the Consortium Agreement dated [Bidder to insert date of Consortium Agreement].

The details of contact person are furnished as under:

Name:.....

Designation: .....

Name of the Company: .....

Address: .....

Phone Nos.: .....

Fax Nos.: .....

E-mail address: .....

Dated the ..... day of 20...

Thanking you, Yours faithfully,

.....

(Signature)

Name:.....

Designation: .....

(Signature, Name, Designation of Authorized Signatory of Consortium Member and Company's Seal)



## **ANNEXURE 9 - FORMATS FOR BOARD RESOLUTION**

### **Format 1**

#### **Format of the Board resolution for the Bidder / each Member of the Consortium / Associate / Parent Company, where applicable**

**[Note:** The following resolution needs to be passed by the Boards of each of the entity/(ies) making equity investment]

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/2013, passed the following Resolution:

**RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 / Companies Act 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of.....% (.....per cent) of the total investment required for the Project.

**[Note:** Equity investment obligations by the Bidder/each Member of the Bidding Consortium/investing Associate or Parent or Ultimate Parent should add up to 100%.]

**[Note:** In the event the Bidder is a Bidding Consortium, the above-board resolution also needs to be passed by all Members of the Bidding Consortium]

**[Note:** The following resolution no. 4 is to be provided by the Bidder / Lead Member of the Consortium only]

FURTHER RESOLVED THAT MR/MS .....be and is hereby authorized to take all the steps required to be taken by the Company for submission of the Bid, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to CESL as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed.

**[Notes:**

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole Time Director/ Manager (supported by a specific board resolution) of the Bidder or the Lead Member of Consortium.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution, i.e., the Bidder, each Member of the Bidding Consortium.

## Format 2

### **Format for the Board resolution of Parent company/Associate (in case experience of such entity has been utilized by the Bidder or Bidding Consortium for fulfilling the qualification criteria)**

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 / 2013, passed the following Resolution:

**RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the CESL, in the format specified in the RFP issued by the CESL, draft of which is attached hereto and initialed by the Chairman whereby the company undertakes to invest .....percent (.... %) of the total equity share capital of Project representing the entire amount proposed to be invested by [insert the name of the Bidder or Member] for the said Project, in case of failure of [Insert the name of the Bidder or Member] to make such investment".

**FURTHER RESOLVED THAT**\_\_\_\_,be and is hereby authorized to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the CESL through .....[Insert name of Bidder/Lead Member of the Consortium] of all the related documents, certified copy of this Board resolution or letter, undertakings etc, required to be submitted to CESL as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

**Company rubber stamp to be affixed**

#### **Note:**

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole-time Director/Manager (supported by a specific board resolution) of Bidder or Lead Member of the Consortium.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

## ANNEXURE 10 - FORMAT FOR LETTER OF UNDERTAKING

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

[To be executed by the Parent Company/Associate Supported by Board Resolution and submitted by the Bidder along with the Bid, in case Bidder is relying on the strength of its Parent Company/Associate for meeting the stipulated Financial/Technical Qualification]

Ref.: NIT/Bid Document No.:

Our Reference No .....

Date: .....

Bidder's Name and Address:

To,

CGM (SCM)

Convergence Energy Services Limited.

(A 100% EESL Owned Subsidiary)

Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

Dear Sir/Madam,

1. We, M/s (Name of the Parent Company/Associate) declare that we are the parent company/associate of M/s (Name of the Bidder) and have controlling interest therein. M/s..... (Name of the Bidder) proposes to submit the bid for the 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 under RfP reference no..... dated. and have sought strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause 9 of the RfP and its subsequent amendment.
2. We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said Project to M/s ..... (Name of the Bidder), for the execution of the Project, in case they are notified as the Selected Bidder under the provisions of the RfP. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s (Name of Bidder) would be required to undertake in terms of the Agreement including the Performance Security as well as other obligations of M/s (Name of the Bidder).
3. This undertaking is irrevocable and unconditional and shall remain in force till the successful execution and performance of the entire Agreement and/or till it is discharged by CESL.
4. We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Witness:

Yours faithfully,

(1) .....

(2) .....

(Signature of Authorized Signatory) on behalf of the Parent Company/Associate

Name & Designation .....

Name of the Holding Company .....

(Seal of Holding Company)

## ANNEXURE 11 – FORMAT FOR AFFIDAVIT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

We [including any of our Parent company, Associate and Consortium Member], hereby declare that as on Bid Due Date:

- a. the Bidder & any of its Associate including any Consortium Member, their directors or key personnel have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, or by any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies; or
- b. the Bidder & any of its Associate including any Consortium Member & any of its Associate or their directors have not been convicted of any offence in India or abroad.
- c. We further declare that following investigations are pending / no investigation is pending [strike off whichever is not applicable] against us [including any of our Consortium Member or Associate or Parent] or CEO or any of our directors/ manager/key managerial personnel of the Applicant /Consortium Member or their Associate.
- d. We further undertake to inform the CESL of any such matter as mentioned above on its occurrence after the date of this affidavit till the Effective Date.
- e. We undertake that, in case, any information provided in relation to this affidavit is found incorrect at any time hereafter, our Bid / LoCQ / concession agreement (if executed) would stand rejected / recalled / terminated, as the case may be.

.....  
Signature and Name of the authorized signatory of the Bidder / Lead Member of the Bidding Consortium

..... (Signature of Notary Public)

Place: .....

Date: .....

Note: In case any investigation is pending against the Applicant, including any Consortium Member or Associate, or CEO or any of the directors/ manager/key managerial personnel of the Applicant /Consortium /Member or their Associate, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed under this affidavit.

**ANNEXURE 12 - FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT  
(NETWORTH)**

To,

CGM (SCM)

Convergence Energy Services Limited.

(A 100% EESL Owned Subsidiary)

Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

Dear Sir/Madam,

Sub: Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa.

1. [Note: Applicable in case of Bidder]

We certify that the (Name of Bidder/Parent Company/Associate had a Net worth of Rs \_\_\_\_ Crore computed as per provisions of the RfP based on unconsolidated audited annual accounts (refer Note-2 below), as provided in Clause 9.1 of the RfP, as on \_\_\_\_ days prior to the Bid Due Date. Also, the Net worth has not eroded by more than 30% (thirty percent) in the last three years.

Name of Bidder/Parent company/Associate	Relationship with Bidder*	Financial Year	Net worth (Rs. Crore)**
<b>Total Net worth</b>			

\* The column for “Relationship with Bidder” is to be filled in only in case financial capability of Parent/Associate has been used for meeting Qualification Requirements.

\*\*The net worth of last 3 years to be provided in the table

2. [Note: Applicable in case of Consortium]

We certify that the (Name of Bidder/Parent company/Associate) had a minimum Net worth of Rs. ....  
Crore computed as per instructions in the RfP and based on unconsolidated audited annual accounts  
(refer Note-2 below) as provided in Clause 9.1 of the RfP, as on \_\_\_\_ days prior to Bid Due Date. Also,  
the Net worth has not eroded by more than 30% (thirty percent) in the last three years.

Name of Consortium Member	Equity Commitment in the Project (%)	Financial Year	Net worth of Member (Rs. Crore)*	Whether the Member meets the Net worth Requirement
1	2		3 (As per table below)	5
1. .....				Yes / No
2. .....				Yes / No
..				Yes / No
Total Net worth for financial requirement				

*The above certificate is to be provided separately by each Member of the Consortium*

\*The net worth of last 3 years to be provided in the table

Member – I (Lead Member)

[Note: Similar particulars for each Member of the Consortium is to be furnished, duly certified by the Member's Statutory Auditors]

- Name of Member: .....
- Total Net worth requirement: Rs      Crore
- Percentage of equity commitment for the Project by the Member: %

Name of Bidder/Parent company/Associate	Relationship with Bidder**	Financial Year	Net worth (Rs. Crore)
Total Net worth			

\*\* The column for “Relationship with Member of Consortium” is to be filled in only in case the financial capability of Parent / Associate has been used for meeting Qualification Requirements;

Yours faithfully

.....

(Signature and name of the authorized signatory of the Bidder/each member of the Consortium and Stamp)

Name : .....

Date : .....

Place : .....

.....

(Signature and Stamp of statutory Auditors of Bidder / each Member of Consortium)

Name : .....

Date : .....

Place : .....

Notes:

1. Along with the above format, in a separate sheet, please provide details of computation of Net worth of last three (3) financial years duly certified by Statutory Auditor.
2. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.
3. In case Bidder or a Member of Consortium takes recourse to its Parent/Associate for meeting technical / financial requirements, then the financial years considered for such purpose should be same for the Bidder / Member of Consortium and their respective Parent / Associate.

**ANNEXURE 13 - FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT  
(MINIMUM AVERAGE ANNUAL TURNOVER)**

*(to be provided cumulatively in case bid is being submitted for more than one lot)*

To,

CGM (SCM)

Convergence Energy Services Limited.

(A 100% EESL Owned Subsidiary)

Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

Dear Sir/Madam,

Sub: Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa.

1. [Note: Applicable in case of Bidder]

We certify that the (Name of Bidder/Parent Company/Associate had a Minimum Average Annual Turnover (MAAT) INR\_\_\_\_Crore computed as per provisions of the RfP based on unconsolidated audited annual accounts, calculated as an average turnover of the last 3 years, as mentioned in Clause 9.1 of the RfP.

Name of Bidder/Parent company/Associate	Relationship with Bidder	Financial Year	MAAT (Rs. Crore)
MAAT (Average of 3 years)			

\*\* The column for “Relationship with Bidder” is to be filled in only in case financial capability of Parent/Associate has been used for meeting Qualification Requirements.

2. [Note: Applicable in case of Consortium]



We certify that the (Name of Bidder/Parent company/Associate) had Minimum Average Annual Turnover (MAAT) INR\_\_\_\_Crore computed as per provisions of the RfP based on unconsolidated audited annual accounts, calculated as an average turnover of the last 3 years, as mentioned in Clause 9.1 of the RfP.

Name of Consortium Member	Equity Commitment in the Project (%)	Financial Year	MAAT of Member (Rs. Crore)
1	2		3 (As per table below)
1. ....			
2. ....			
..			
<b>MAAT (Average of 3 years)</b>			

*The above certificate is to be provided separately by each Member of the Consortium*

Member – I (Lead Member)

[Note: Similar particulars for each Member of the Consortium is to be furnished, duly certified by the Member's Statutory Auditors]

- i. Name of Member: .....
- ii. Total MAAT: Rs      Crore
- iii. Percentage of equity commitment for the Project by the Member: %

Name of Bidder/Parent company/Associate	Relationship with Bidder**	Financial Year	MAAT (Rs. Crore)
<b>MAAT (Average of 3 years)</b>			

\*\* The column for "Relationship with Member of Consortium" is to be filled in only in case the financial capability of Parent / Associate has been used for meeting Qualification Requirements;

Yours faithfully

.....

(Signature and name of the authorized signatory of the Bidder/each member of the Consortium and Stamp)

Name : .....

Date : .....

Place : .....

.....

(Signature and Stamp of statutory Auditors of Bidder / each Member of Consortium)

Name : .....

Date : .....

Place : .....

**Notes:**

1. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.
2. In case Bidder or a Member of Consortium takes recourse to its Parent/Associate for meeting technical / financial requirements, then the financial years considered for such purpose should be same for the Bidder / Member of Consortium and their respective Parent / Associate.

## ANNEXURE 14 - FORMAT FOR TECHNICAL QUALIFICATION REQUIREMENT

To,

CGM (SCM)

Convergence Energy Services Limited.

(A 100% EESL Owned Subsidiary)

Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

Dear Sir/Madam,

**Sub:** Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa.

We certify that M/s. .... (Insert name of Bidder/Parent company/Associate) meets the technical qualification criteria stipulated in clause 9.1 (F) of the RfP, which is as follows:

1. Manufactured and supplied Electric Buses in the past period commencing from 01<sup>st</sup> April of the previous financial year till Bid Due Date
2. Manufactured and supplied at least 25 'Electric Buses' in at least one of the last five financial years' or in the current financial year.
3. Annual capacity to manufacture and supply at least 500 Buses prior to the Bid Due Date.

[Below para to be included only in case the technical capacity of Parent/Associate/Affiliate is being used for meeting the technical qualification criteria]

We further certify that the (Insert name of Bidder/Parent company/Associate) whose technical capability has been used for meeting the technical qualification criteria qualifies as a Parent/Affiliate/Associate of the Bidder, as per the provisions of the RfP.

### Notes:

1. 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 to be provided as supporting documents.

## ANNEXURE 15 - RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING

[To be filled by Bidder / each Member of the Bidding Consortium including Lead Member if credentials of Parent and / or Associates have been used by them]

To,

CGM (SCM)

Convergence Energy Services Limited.

(A 100% EESL Owned Subsidiary)

Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

Dear Sir/Madam,

Sub: Bid for Request for Proposal (RfP) for Selection of bus operator for Procurement, Operation and Maintenance of xxx Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa.

We certify that M/s. .... (insert name of the Bidder / Consortium Members) have considered the technical and financial capability of its Parent and / or Associate, for the purpose of meeting Qualification Requirements as per the instructions provided in the RfP. The name of Parent and / or Associate, nature of relationship(s) with such Parent and / or Associate and details of equity holding are as follows:

Name of Company whose credentials considered	Type of credentials considered (technical and / or financial)	Relationship with Bidder / Consortium Member (Parent / Associate)	Details of equity shareholding (refer notes below)
Company 1			
.....			
.....			
.....			
.....			

### NOTES:

- In case of Parent, the equity holding of the Parent in the Bidder / Member of the Bidding Consortium, including the Lead Member of the Consortium, need to be specified.
- In case of Associate under direct control of Bidder, the equity holding of the Bidder / Member of the Bidding Consortium, including the Lead Member of the Consortium in the Associate, needs to be specified.
- In case of Associate under common control of Parent, the equity holding of the Parent in the

Associate of the Bidder / Member of the Bidding Consortium, including the Lead Member of the Consortium, needs to be specified.

- iv. Relationship of Parent / Associate with Bidder / Member of Consortium to be on the date which falls between 7 to 15 days, prior to the Bid Due Date

Yours faithfully

.....

(Signature and name of the authorized signatory of the Company and stamp)

Name: .....

Date: .....

Place: .....

.....

(Signature and Stamp of statutory Auditors of Bidder / each Member of Bidding Consortium)

Name: .....

Date: .....

Place: .....

Date: .....

## ANNEXURE 15 - FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

(On the letter head)

To,

CGM (SCM)

Convergence Energy Services Limited. (A 100% EESL Owned Subsidiary) Core-3, 2nd Floor,  
SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Letter of Acceptance of CESL Fraud Policy Ref: NIT/BID Document No.:-

Dear Sir/Madam,

We have read the contents of the Fraud Prevention Policy of CESL and undertake that we along with our associate/ suppliers/sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of CESL as well as the relevant provisions of RfP.

Thanking You,

Yours faithfully,

Signature .....

Designation.....

Printed Name .....

Common Seal .....

Date:

Place:

FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE <https://eeslindia.org/en/eesl-policies/>

## ANNEXURE 17 - NO BLACKLISTING CERTIFICATE

{Notarization is required}

**Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted (To be on non-judicial stamp paper of appropriate value as per Stamp Act)**

**[All Consortium Members should provide in case Bidder is a Consortium]**

M/s ..... (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s (not barred by Government of India (GoI)/ any state government/ any other entity of Central or State Govts or blacklisted by any State Government or Central Government / Department / Local Government Agency in India or similar agencies from foreign countries from participating in Project/s, either individually or as member of a Consortium.

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

Dated this ..... Day of ..... (Year).

Signature of bidder with stamp & Address

**ANNEXURE 18 - SELF-DECLARATION FOR TESTING CERTIFICATE**

*(to be submitted by OEM, whether he is a bidder or a member of consortium)*

(To be submitted on OEM's letter head)

To,

CGM (SCM)

Convergence Energy Services Limited. (A 100% EESL Owned Subsidiary) Core-3,2nd Floor,  
SCOPE Complex, Lodhi Road, New Delhi -110003

Sub: For providing testing certificate at the time of delivery

Ref: NIT/BID Document No.:

Dear Sir/Madam,

We hereby confirm and declare that we, M/s <<Name >, <<Address>.> (name of OEM.) will provide the bus type approval certificate (CMVR certificate), homologation certificate and FAME II compliant certificate for at least one (1) Midi((9m) or Standard(12m) or double decker Electric Bus (100% battery operated) from the designated testing center in India. i.e., ARAI/ICAT/CIRT/ VRDE at the time of delivery of vehicle.

Thanking You.

Yours faithfully,

Signature Printed Name-

Designation-

Common Seal.....



**ANNEXURE 19 - CERTIFICATE REGARDING DECLARATION OF INDIGENIZATION  
REQUIREMENT**

*(to be submitted by OEM, whether he is a bidder or a member of consortium)*

(To be submitted on OEM's letter head)

To,

CGM(SCM)

Convergence Energy Services Limited. (A 100% EESL Owned Subsidiary) Core-3, 2nd Floor,  
SCOPE Complex, Lodhi Road, New Delhi-110003

Sub: DECLARATION OF INDIGENIZATION REQUIREMENT

Ref: NIT/Bid Document No: .....

Dear Sir/Madam,

This is to certify that products and services offered for the Project (RfP Ref. \_\_\_\_\_) by M/s. (name of OEM), are in compliance with the following requirement and the bidder shall strictly abide by all provisions of the subject notification and details mentioned below.

1. Part 1 (comprises of 18 critical components) are mandated to be indigenized under P-45021/2/2017-PP (BE- II) dated 04th June 2020, Phased Manufacturing Program Guidelines by Ministry of heavy Industry.
2. Part 2 (03 components) are allowed for Import – Battery Cell, Thermal System, BMS, as directed by Ministry of heavy Industry.
3. Part 3 (rest of the components) (27 Nos.), mandated to be indigenized for this tender as directed by Ministry of heavy Industry.

**Part 1**

Sr. No.	Component Details	Type of Sourcing (Indigenous/Imported)	Details of supplier (Name, Address, CIN certificate)		
			Tier 1	Tier 2	Tier 3
1	Vehicle Control Unit				
2	Traction Motor				
3	Traction Motor controller/ Inverter				
4	HVAC				

Sr. No.	Component Details	Type of Sourcing (Indigenous/Imported)	Details of supplier (Name, Address, CIN certificate)		
			Tier 1	Tier 2	Tier 3
5	Electric Compressor				
6	Power Control wiring harness along with connectors				
7	MCB /Circuit breakers/Electric safety device				
8	AC charging inlet type 2				
9	DC charging inlet CCS2 /CHAdemo				
10	Wheel rim integrated with hub motor				
11	DC -DC converter				
12	Electronic Throttle				
13	Instrument Panel				
14	On Board Charger				
15	Lightening: Headlamp, Tail Lamp, Indicators, Interior Lamp, Flasher etc.				
16	Body Panel				
17	DC charging inlet BEVC DC 001				

## Part 2

18	Traction Battery Pack				
	I. Battery Cell and module				
	II. Thermal System				
	III. Battery Management System				

**Part 3**

19	Brake System including ABS				
20	Electric Vacuum Pump for brake booster				
21	Steering system including electric/hydraulic assist system, electric pump				
22	Switches/ selection knobs				
23	chassis				
24	Reverse parking alert system (RPAS)				
25	Protection device as per AIS 075				
26	Vehicle Alarm system as per AIS 076				
27	Vehicle location tracking system				
28	Body control module				
29	Axles				
30	Suspension/ shocker absorber				
31	Horn				
32	Tires				
33	Windshield				
34	Wipers				
35	Seats (Passenger & Driver)				
36	Ignition Key/ Button				
37	Parking brake				
38	windows				
39	door locks and hinges				
40	Main mirror & rear-view mirror				
41	safety belt				

42	air bags				
43	bumper				
44	Infotainment system, if any				
45	Wheel rim				

Imported source includes direct as well as indirect imports.

Indigenous source implies domestically manufactured/assembled and tested.

Thanking You,

Yours faithfully,

Signature (Statutory Auditor/ Cost Auditor/ Practicing CA – As applicable)

.....

Printed Name..... Seal.....

UDIN No ..... Date.....

Place.....

**ANNEXURE 20 - CERTIFICATE REGARDING COMPLIANCE OF MeitY NOTIFICATION**

*(to be submitted by OEM, whether he is a bidder or a member of consortium)*

(To be submitted on OEM's letter head)

To,

CGM(SCM)

Convergence Energy Services Limited. (A 100% EESL Owned Subsidiary) Core-3, 2nd Floor,  
SCOPE Complex, Lodhi Road, New Delhi-110003

Sub: Compliance of MeitY notification vide File No. 1(10)/2017-CLES dt. 02.07.18  
NIT/Bid Document No :

Dear Sir/Madam,

This is to certify that the products/items being offered/ under the Project (RfP Ref. \_\_\_\_\_) by M/s  
(Name of the OEM) meet the definition of domestically manufactured/produced Cyber Security  
Products as per Para 4 of MeitY notification vide File no. 1(10)/2017-CLES dt. 02.07.18 and the \_\_\_\_\_  
(name of OEM) shall strictly abide by all provisions of the subject notification.

Thanking You,

Yours faithfully,

Date: ..... Place: .....

Signature (Statutory Auditor)

.....

Printed Name.....

Seal..... UDIN No: .....

P.S. In case any complaint is received at CESL end against the bidder regarding supply of domestically  
manufactured/produced Cyber Security Products, the same shall be referred to STQC, an attached  
office of MeitY

## ANNEXURE 21 - CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT

[On the Letter Head of Bidder]

To,

CGM (SCM)

Convergence Energy Services Limited. (A 100% EESL Owned Subsidiary) Core-3, 2nd Floor,  
SCOPE Complex, Lodhi Road, New Delhi-110003

Sub: Compliance of Minimum Local Content Requirement as mentioned in Ministry of Commerce  
and Industry Trade and order no. P-45021/2/2017-PP(BE-II) dated 04th June 2020

Ref: NIT/Bid Document No: .....

Dear Sir/Madam,

This is to certify that following is the local content percentage ..... being offered under  
the Project (RfP No. .... ) by M/s (Name of OEM) are in compliance with Ministry of  
Commerce and Industry order no: P-45021/2/2017-PP(BE-II) dated 04th June 2020 and the bidder shall  
strictly abide by all provisions of the subject notification.

Sr. No	Item/s	Percentage of Local Content
1		

Thanking You, Yours faithfully,

Signature (Statutory Auditor/ Cost Auditor – As applicable)

.....

Printed Name..... Seal.....

UDIN No ..... Date.....

Place.....

**ANNEXURE 22 - COMPLIANCE FOR LAND BORDER RESTRICTIONS**

**Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India”**

**(To be submitted on Bidder’s Letter Head)**

To,

CGM (SCM)

Convergence Energy Services Limited.(A 100% EESL Owned Subsidiary)

and

Core-3, Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Dear Sir/Madam,

With reference to our bid proposal for participation in RfP Ref: \_\_\_\_\_ dated:\_\_\_\_\_, I/we hereby confirm that, I/We have read the clause xxx as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that we/our OEM/suppliers/Consortium member/suppliers/sub-contractors are/is not from such a country and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

OR

I/We certify that we/our OEM/suppliers/Consortium member/suppliers/sub-contractors are/is from such a country and we further confirm that they hold a valid registration by the Competent Authority which is enclosed as Attachment \_\_\_\_\_

We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

\*

\*Bidder to strike-off, if not applicable.

\*\*Bidder to mention the Annexure no.

Date:

Place:

Seal of Organization & Signature  
of Authorized Applicant

**ANNEXURE 23 - REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC  
FUND TRANSFER (NEFT)**

From: M/s

Subject: RTGS/NEFT Payments

We are agreeing to accept admissible payments through electronic mode viz RTGS/NEFT. For this, we are providing the requisite information herein below. The RTGS/NEFT charges for the above facility may be deducted/Recovered from our admissible payment.

Name Of City	
Bank Code No.	
Branch Code No.	
Bank's Name	
Branch Address	
Branch Telephone/ Fax No.	
Supplier Account No.	
Type of Account	
IFSC Code for NEFT	
IFSC Code for RTGS	
Supplier's name as per Account	
Telephone No. of Supplier	
Supplier's E-mail ID	
GST No. of the supplier	

A cancelled cheque against above bank account number is also being enclosed.

Encl: As above: -

Confirmed by Banker  
with Seal

Signature of supplier  
with Stamp & Address



## 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  
above-referred Tender.

As detailed below:

Sr. No.	Bus Specifications	Participated (Yes or NO)
1	Lot 3 – 7m Standard Floor AC Bus	
2	Lot 2 - 9m Standard Floor AC Bus	
3	Lot 1 - 12m Standard Floor AC Bus	

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)