

Andhra Pradesh State Road Transport Corporation

RTC House – Vijayawada



**Request for Proposal (RFP) for Selection
of Fleet-provider/Operator for
Procurement, Operation & Maintenance Of
350 Nos, 9M/12M Fully Built AC Electric Buses
With Demand Incentive
Under Phase-II of FAME India Scheme
On Gross Cost Contract Basis (GCC) Through
e-Tendering**

May 2021

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Preface

APSRTC is inviting Bids for deployment of 350 AC 9M/12M electric buses as per the terms and conditions mentioned in this RFP and Draft Concession Agreement (DCA). Procurement of electric buses is on Gross Cost Contract (GCC) Model duly availing the Demand Incentive from DHI under Phase-II of Faster Adoption and Manufacturing of (Hybrid&) Electric Vehicles (FAME) India scheme. Selected Fleet Provider/Operators shall procure operate and maintain e-buses, charging infrastructure, with drivers, insurance, on APSRTC scheduled routes. Selected Fleet Provider/Operators will be paid on contracted rate per Km basis, based on the distance travelled by each e-bus subject to minimum guaranteed (assured) kilometres per annum, on lot basis, during the contracted period. The contract period is 12 years. The demand incentive for 350AC 9M/12M electric buses under Phase-II of FAME India scheme will be paid to the selected bidder/Fleet Provider/Operator through APSRTC as per Department of Heavy Industries (DHI) guidelines. Bidders are expected to Bid accordingly.

B

DISCLAIMER

This RFP is being issued by APSRTC for inviting Bids for hiring of 350 AC 9M/12M electric buses ("Buses") on Gross Cost Contract basis duly availing demand incentive from DHI, for facilitating public transport on the specified routes in the state of AP, on such terms and conditions as set out in this RFP and DCA documents.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by APSRTC to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposal for submission. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for APSRTC to consider particular needs of each Bidder. Each Bidder shall conduct his own investigation and analysis, and should check the accuracy, reliability and completeness of information in this RFP document and obtain independent advice from appropriate sources.

APSRTC and their advisors undertake no warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

APSRTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP and DCA documents.

The APSRTC reserves the right not to proceed with the appointment of Fleet Provider/Operator or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a proposal. No reimbursement of cost of any type shall be paid to persons, entities, or submitting a proposal.

APSRTC shall not be responsible for any costs or expenses incurred by the Proposers in connection with the preparation and delivery of Proposals, including costs and expenses related to visits to the sites. APSRTC reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The qualified Proposers would be selected based on the criteria herein mentioned. The Bidders/Consortiums are required to submit the qualification documents and other information as specified in relevant sections of this RFP. First the Technical Bid will be opened and Bidders will be selected based on the qualification parameters set forth in the RFP then the Financial Bid of Qualified Bidders/Consortiums would be opened.

It will be the bidders'/consortium responsibility to meet the criteria as per Phase-II of FAME India scheme either by itself or along with OEMs. APSRTC will only help to facilitate the process for getting the incentive passed on to the bidder.



C

Notice Inviting Bid

Andhra Pradesh State Road Transport Corporation

RTC House, Pandit Nehru Bus Station, Vijayawada (A.P)

Bid Notice No: APSRTC/C&B-01/2021-22-MED

Request for Proposal (RFP) for Selection of Fleet Provider/Operator for Procurement, Operation and Maintenance of Fully Built AC Electric Buses on Gross Cost Contract Basis.

APSRTC invites proposals from duly qualified interested bidders for Procurement, Operation and Maintenance of 9M/12M Fully built AC Electric Buses 350 nos for operation of APSRTC. The RFP, DCA and related documents will be available on www.judicialpreview.ap.gov.in or www.apsrtc.ap.gov.in and Interested parties may download RFP & CA from website for submitting the suggestions/objections to the Hon'ble Judge, AP Judicial Preview. No pre-bid meeting will be conducted as the prospective bidders have to submit their objections if any to the Hon'ble Judge and the decision of the Hon'ble Judge, JP is final.

APSRTC after incorporating the findings & recommendations of the Hon'ble Judge, Judicial Preview, the RFP, Draft Concession Agreement and related documents will be uploaded in MSTC portal.

After approval of the same the RFP, Draft Concession Agreement and related documents will be uploaded on MSTC portal <https://www.mstcecommerce.com/eproc> and www.apsrtc.ap.gov.in/tenders from 31-05-2021 onwards.

Last date for **online submission of Technical** and Financial bids is 09.06.2021 by 17:00 Hrs. Offline submissions of RFP Fee and EMD along **with Technical bid documents** shall be made on or before 10.06.2021 by 17:00 Hrs.

Technical Bids will be opened on 11.06.2021 at 15:00 Hrs at above address.

Financial Bids will be opened on 17.06.2021 at 11.00 Hrs.

Reverse Bidding starts on 21.06.2021 at 11.00 Hrs and closes on 21.06.2021 at 16.00 Hrs.

For bidding process bidders shall obtain the user ID and password for Participating in e-tendering system through website <https://www.mstcecommerce.com/eproc>

Contact Nos of MSTC: **0891-2701066, 0891-2546166.**

Contact numbers of APSRTC:

Chief Mechanical Engineer (C&B) : 9959225040

Dy. Chief Mechanical Engineer (C&B) : 9959225111

Sd/-

Authorised Signatory

D**Bidding Schedule and Details**

Name of Work	Request for Proposal (RFP) For Selection of Fleet Provider/Operator for Procurement, Operation and Maintenance of 350 nos 9M/12M Fully Built AC Electric Buses on Gross Cost Contract Basis, for the contract period of 12 years.					
Quantity & Type of Buses	Type of e-bus			City		Qty
	12M Fully built AC			Visakhapatnam		100
				Vijayawada		50
				Amaravati (Guntur)		50
				Kakinada		50
	9M Fully built AC			Tirupati Ghat		50
9M Fully built AC			Tirupati intercity		50	
Note	The details of door position, seating pattern, seating capacities and type of seats in each lot of buses are indicated at the end of the technical specifications chapter and Bidders are requested to bid accordingly					
Lot size	City	Depot	LOT	Length	Floor height in mm	Qty
	Visakhapatnam	Waltair	1	12M	900-1150	100
	Vijayawada	Vidyadharapuram	2	12M	900-1150	50
	Amaravati	Guntur	3	12M	900-1150	50
	Kakinada	Kakinada	4	12M	900-1150	50
	Tirupati- Ghat	Alipiri	5	9M	900-1150	50
	Tirupati- Intercity			12M	900-1150	50
Schedule of e-Tender	Downloading of Tender Documents		Dt:17-05-2021 onwards			
	Last date for Payment of Fee		Dt: 09-05-2021, up to 17.00 hrs			
	Online submission of Financial Bid and Physical submission of Technical Bid & Other documents		<ul style="list-style-type: none">➤ Bids can be submitted from 31-05-2021 End date: 09-05-2020 at 17.00 hrs➤ RFP fee and EMD payment done on or before 09-06-2021 by 17.00 hrs, however Original DD & BG (in case of EMD), hard copy of proof of RTGS UTR No. along with technical bid documents shall be submitted within 24 hrs i.e. 10-06-2021 by17.00hrs.➤ Submission of RFP Fee, EMD, signed copy of RFP in sealed cover duly super-scribed : Commissioner, PTD, Ex-officio Vice Chairman & Managing Director, APSRTC, RTC House, Pandit Nehru Bus Station , Vijayawada -13➤ All other documents shall be submitted physically. Bidder submitting Price Bid in Physical Format shall be treated as non-responsive and rejected.➤ scanned copies of RFP Fees and EMD shall also be			

		uploaded along with Technical Bid on https://www.mstcecommerce.com/eproc																		
	Opening of Technical Bid	On 11-06-2021 at 15.00 hrs,																		
	Opening of Price Bid	On 17-06-2021 at 11.00 hrs.																		
	Reverse Auction	<ul style="list-style-type: none"> ➤ Starts on 21-06-2021 at 11.00 hrs; ➤ Closes on 21-06-2020 at 16.00 hrs. ➤ Auto time extension – 10 minutes 																		
	Bid validity period	180days from the date of Opening of Financial Bid																		
RFP Fees and EMD	RFP Fee	<ul style="list-style-type: none"> ➤ ₹ 1,00,000/- Plus 18% GST per LOT (Non-Refundable) ➤ in the form of Account Payee Demand Draft payable in favour of "FA&CAO, APSRTC" payable at Vijayawada or ➤ Through NEFT / RTGS: <ul style="list-style-type: none"> • Current Account Number: 62472413226 • IFSC code: SBIN0020169 																		
	EMD (Bid Security)	<ul style="list-style-type: none"> ➤ EMD / Bid Security (@ ₹ 50,000 per bus): <table border="1"> <thead> <tr> <th>Description</th><th>Depot</th><th>Value in ₹ lakhs</th></tr> </thead> <tbody> <tr> <td>LOT 1</td><td>Visakhapatnam-Waltair</td><td>50</td></tr> <tr> <td>LOT 2</td><td>Vijayawada-Vidhyadharapuram</td><td>25</td></tr> <tr> <td>LOT 3</td><td>Amaravati(Guntur)</td><td>25</td></tr> <tr> <td>LOT 4</td><td>Kakinada</td><td>25</td></tr> <tr> <td rowspan="2">LOT 5</td><td>Tirupati/Tirumala-Alipiri</td><td rowspan="2">50</td></tr> <tr> <td>Tirupati – Intercity-Alipiri</td></tr> </tbody> </table> ➤ through Account payee Demand Draft in favour of "FA&CAO, APSRTC" payable at VIJAYAWADA or ➤ NEFT / RTGS: <ul style="list-style-type: none"> • Current Account Number: 62472413226 • IFSC code: SBIN0020169 <p>On DD or NEFT/RTGS transfer receipt, Lot details shall be invariably mentioned.</p> <p>or</p> <ul style="list-style-type: none"> ➤ In the form of BG, a confirmation letter from bank to be submitted along with bid document. 	Description	Depot	Value in ₹ lakhs	LOT 1	Visakhapatnam-Waltair	50	LOT 2	Vijayawada-Vidhyadharapuram	25	LOT 3	Amaravati(Guntur)	25	LOT 4	Kakinada	25	LOT 5	Tirupati/Tirumala-Alipiri	50
Description	Depot	Value in ₹ lakhs																		
LOT 1	Visakhapatnam-Waltair	50																		
LOT 2	Vijayawada-Vidhyadharapuram	25																		
LOT 3	Amaravati(Guntur)	25																		
LOT 4	Kakinada	25																		
LOT 5	Tirupati/Tirumala-Alipiri	50																		
	Tirupati – Intercity-Alipiri																			

Special Condition for RFP Fee and EMD (Bid Security)	Bidder shall upload: <ul style="list-style-type: none"> ➤ scanned copies of Demand Draft towards RFP fee & EMD amount or ➤ UTR no. in case of NEFT/RTGS transfer towards RFP fee &
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	<p>EMD amount</p> <p>or</p> <p>➤ If the EMD amount is paid in the form of DD/NEFT/RTGS/BG respective scanned copies of documents shall be up loaded along with technical and price bids online at : https://www.mstcecommerce.com/eproc</p>
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Note: During the bid process, the bidders/consortiums are required to pay user charges to M/s MSTC <https://www.mstcecommerce.com/eproc> as given below.

- MSTC Transaction fee:-
- Minimum ₹ 1000/- plus applicable tax
- Maximum ₹ 10000/- plus applicable tax
- Online payment for each lot through payment gateway of MSTC.
<https://www.mstcecommerce.com/eproc>

1.0 Definitions & Abbreviations:

In this RFP, the following word(s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them here below besides as defined in Draft Concession Agreement:

- 1.1. **"APSRTC"** means the APSRTC or its authorized representatives or meaning thereof, include its administrators, successors and assignees who have invited Bids.
- 1.2. **"Applicable Law"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Project.
- 1.3. **"Authorized Signatory"** means the Person duly Authorized by the bidder/fleet provider **through a registered GPA** to sign the bid documents and to participate in the bid process, to correspond with the APSRTC and to make representation to the APSRTC as a part of bidding process and to sign the contract agreement on behalf of and representing the fleet provider.
- 1.4. **"Bus"** means a Passenger **electric** Bus unit that meets the Technical Specifications as approved by APSRTC. In relation to this, **"Contracted Buses"** shall mean all the Buses for the Procurement, operation and maintenance of which the **fleet provider/Operator** has been contracted through this Agreement.
- 1.5. **"Bus Kilometre"** means a Kilometre travelled by a Contracted Bus of the Fleet as part of its operations as per the terms and Conditions of Bidding Documents.
- 1.6. **"Bus Service"** means the service of operating and maintaining the Buses on Gross Cost Contract basis, in accordance with this Contract/Agreement, including providing public carriage in accordance with the performance standards stipulated by APSRTC.
- 1.7. **"Bid"** means the technical and financial bid being considered on eligibility and quoting the Price per km, EMD and any other document submitted by the Bidder(s) in response to RFP to be issued to pre-Qualified and Shortlisted Bidders as per the provisions of this RFP as enclosures to bid known as bid documents.
- 1.8. **"Bidder"** means any person, including a sole proprietary concern or a Registered partnership firm (with names of all partners find place in the registrar of firms) or a company incorporated under the Indian Companies Act,2013, a Consortium with maximum three members that formed or undertaken to form as registered partnership firm who submits a Bid/ with Eligibility and Qualification Submission along with RFP Fees under this RFP within the stipulated Date and Time of Submission as per the RFP.

- 1.9. **"Bidding Documents"** include the documents comprising RFP, Concession Agreement (Draft), its Annexures and Schedules thereof among the other supra.
- 1.10. **"Bid Process/ Selection Process"** means the process of selection of the Successful Bidder through single stage competitive bidding process followed by reverse auction which includes submission of Technical Bids, Price Bid, Reverse auction, EMD, scrutiny and evaluation of such Bids and Bids as set forth in the Bidding Document.
- 1.11. **"Bid Security"** or **"Earnest Money Deposit (EMD)"** means Security to be furnished by the intending Bidder as per at RFP stage in accordance with provisions of RFP.
- 1.12. **"Consortium"** means the group of legally constituted persons and/or entities, not exceeding **three** who have come together to participate in captioned project as per provisions of the RFP.
- 1.13. **"Commercial Operations Date/COD"** to mean the date when The Project is actually made ready and is duly certified as such by the APSRTC to commence the operations by the fleet provider. Accordingly, the Commercial Operation Date ("COD") of the Project shall be the date on which such Certificate is issued and operation commenced by the APSRTC through the accepted bidder as fleet provider/operator as per the terms of the contract agreement.
- 1.14. **"Contracted Buses" or "Contracted Fleet"** means one or more of the passenger electric A/C buses unit as per the contract on GCC basis of procurement, operation and maintenance of the specified e-buses at each of the specified units and for which the fleet provider/Operator has been contracted in accordance with the terms of Concession Agreement.
- 1.15. **"Fleet"** means the total number of E-buses that are contracted for procurement, operation and maintenance in accordance with the provisions of Bidding Documents.
- 1.16. **"Gross Cost Contract" (GCC)** - The cost per km for operating an electric bus which excludes power charges, MV Tax, personnel cost for conductor & Vehicle Tracking system costs and includes but not limited to:
- 1.16.1 Procurement, maintenance and operation of e-buses
 - 1.16.2 Procurement, installation and maintenance of charging stations
 - 1.16.3 Procurement, installation of 33 KV or 11 KV substation related equipment and maintenance of the same
 - 1.16.4 33 KV or 11 KV Substation and Charging stations related civil and electrical works
 - 1.16.5 Procurement, installation and maintenance of transformers
 - 1.16.6 Development charges for depots
 - 1.16.7 Preparation of drawings related to 33KV or 11 KV substations, maintenance depots, charging stations
 - 1.16.8 Cost related for obtaining required approvals from Government departments
 - 1.16.9 procurement and maintenance of equipment required for e-bus maintenance

1.16.10 Insurance costs

1.16.11 Periodical maintenance costs of maintenance depots, 33 KV or 11 KV substations, charging stations, transformers, electric conductors/wires, e-buses and maintenance equipment.

1.16.12 Renewals of licenses required for operations and maintenance of 33 KV or 11 KV substations, charging stations, manpower, maintenance depot and e-buses

1.16.13 Statutory payments like GST, PF, ESI etc. as covered by the contract agreement terms

1.17. "Kilometre Charge" refers collectively to the Base Kilometre Charge for E-bus.

1.18. "Lead Member" The Consortium member who is having majority of the stake and who is bidding on behalf of the Consortium

1.19. "Letter of Award" or "LOA" means the letter issued by APSRTC to the Successful Bidder to provide e-buses under the Concession Agreement in conformity with the terms and conditions set forth in the Bidding Documents.

1.20. "Maintenance Depot" means the designated place where maintenance activities of e-buses take place are taken up especially where the bidder undertakes required construction as specified and required.

1.21. "Fleet Provider/Operator" means the successful bidder selected under the competitive Bidding Process/Reverse Auction with whom APSRTC has entered into a Concession Agreement for Supply-cum-Operation and Maintenance of Buses and setting up of maintenance depots.

1.22. "Preferred Bidder" means the bidder who qualifies the RFP meeting eligibility and qualification criteria and whose bid is responsive as per **clause no 10.3.5** (evaluation of price bid and award) of RFP and price bid is turned out to be lowest and responsive as per provisions of RFP.

1.23. "Routes" means the routes within the e-bus Service Area determined exclusively and notified by the APSRTC from time to time, and the Contracted e-buses under this Agreement shall operate only on such defined/specified and any diversion Routes.

1.24. "RTO" means the Regional Transport Officer of a particular operational jurisdiction.

1.25. "Successful Bidder" shall be one specified in **clause 10.5.8** (Notification of Award) of this RFP.

2.0 **Introduction:**

2.1 ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION (APSRTC), a State Government Undertaking, operates public bus services in the state of Andhra Pradesh and surrounding States. APSRTC intends to introduce 350 fully built 9M/12M AC Electric buses for operation within or outside AP state by deploying them on the specified routes of APSRTC, through appointment of Fleet providers/operators. These 350 e-buses are proposed to operate on Gross Cost Contract (GCC) basis under Phase-II of FAME India Scheme announced by Govt of India (F.No.6 (09)/2019-NAB.II (Auto) dated the 4th June 2019).

This RFP is being hereby published for inviting proposals from eligible bidders who are Fleet Provider/Operators/Original Equipment Manufacturers (OEMs), Financial Institutes (FI), Private or Central/State Public Sector Companies/Corporations and their subsidiaries (or the entities as defined at respective clauses) for procurement, operation and maintenance of 350 nos 9M/12M Fully Built AC Electric buses, on GCC basis for a total contract period of **12 (twelve)** years.

As part of the Draft Concession Agreement represented under this RFP, the successful bidder is expected to procure, operate and maintain a fleet of 350 fully built 9M/12M AC Electric buses along with charging infrastructure which includes the required transformers, maintenance equipment and related civil works. APSRTC reserves the right to increase this quantity of 350 e-buses by 25%, it is expected to make available a fixed number of E-buses for operations as per the **frequency** and Assured Availability Factor, being 95% on monthly basis of Contracted e-buses throughout the contract period.

2.2 This RFP is divided into four Chapters namely:

2.2.1 Chapter I: Instructions to Bidder: It deals with Background, instructions and process of bidding.

2.2.2 Chapter-II:

- i. **E-bus specifications:** Technical Specifications of the 9M/12M Fully Built AC Electric buses.
- ii. **Annex –I : E-buses Delivery Schedule**
- iii. **Annex – II : Deployment Schedule**
- iv. **Annex – III : Schedules**
- v. **Annex-IV : Advertisement Rights & Guidelines**
- vi. **Annex-V : A.P. Govt GOs**

2.2.3 Chapter III Annexure 1 to14

Prospective Bidder is advised to read all Chapters thoroughly as any items, provisions or stipulations may influence his costs, revenues, and risks and hence may affect his bidding. Some of the Key terms are summarized in the previous section.

2.2.4 Chapter-IV: Draft Concession Agreement: It is the draft format of the Agreement that will be signed between the APSRTC and the successful Bidder. It contains all conditions of the contract as per NITI Aayog Model Concession Agreement.

Chapter - I

3.0 Instructions to Bidder:

- 3.1. Scope of Bid:** The Andhra Pradesh State Road Transport Corporation referred to as Authority, (Authority in these documents) invites Bids through **Two Cover Bid** procedure, from eligible Bidders, for "the appointment of fleet provider/ operator for procurement, operation and maintenance of the 350 numbers of Electric buses in Five (5) Lots as specified in the Bidding Schedule & other Details, on Gross Cost Contract Basis".
- 3.1.1.** In order to bring transparency in Bidding process including PPP Projects requiring an investment value of Rs 100 Crores and above, shall be submitted to the Judge, Judicial Preview, GoAP, for Optimum utilisation of public resources. Accordingly, the Request For Proposal(RFP) and Draft Concession Agreement(DCA) are submitted to the Hon'ble Judge, Judicial Preview. The RFP and DCA were placed in the public domain in the official website www.judicialpreview.ap.gov.in and the same also kept in the public domain of APSRTC i.e. www.apsrtc.ap.gov.in simultaneously.
- 3.2.** *It is the **discretion** of the APSRTC for implementation of Phase-II of FAME India Scheme for 350 numbers of 9M/12M AC electric buses subject to release of incentive from the DHI, Government of India.*
- 3.3.** The **scope of the project** will broadly includes the following and also provided in Draft Concession Agreement(Chapter IV) in detail.
- 3.3.1.** E-buses: Procure, Operate and Maintain specified number of buses of each lot on the notified routes of APSRTC.
- 3.3.2.** Design and setting up of the required 33 KV or 11 KV substations including civil works, electrical works and related equipment for supply of power to charging infrastructure including construction of maintenance depot at specified places.
- 3.3.3.** The Fleet Provider/Operator shall procure, supply, operate and maintain the e-buses including battery charging infra.
- 3.3.4.** The Fleet Provider/Operator shall maintain/replace spares/material/tyres/battery of e-bus include charging infra as per OEM recommendations or as and when required, in all respects throughout the Agreement Period.
- 3.3.5.** Bidder has to quote Price Bid excluding energy consumption charges for e-buses, MV tax, VTS cost & cost of conductor. However shall consider the advertisement revenue as advertisements on e-buses is in the scope of the

bidder and bidder has to submit price bid with driver. **No advertisements are allowed on e-buses operated on Tirupati-Tirumala Ghat.**

Infrastructure Provision:

- 3.3.6.** APSRTC will take obtain required Power connection i.e. up to four pole structure near depot premises.
- 3.3.7.** The fleet provider/Operator shall furnish the maximum demand required for obtaining the power connection from DISCOM.
- 3.3.8.** Cost for setting up of upstream infrastructure i.e. electricity connection of requisite power load will be borne by APSRTC.
- 3.3.9.** All statutory approvals towards installation of HT/LT connections/lines, up to four pole structure, from DISCOMs will be obtained by Authority at their cost.
- 3.3.10.** Charging Infrastructure for charging of e-buses have to be incurred by operator, which includes charging equipment, necessary transformers and other civil cost for installation.
- 3.3.11.** Bidder has to provide adequate intermediate/Opportunity charging stations in bus stations and/or schedule terminus point. Opportunity charging places are as follows:
- a) Vijayawada - City bus terminal at Pandit Nehru Bus Station
 - b) Tirupati - Central Bus Station (CBS)
 - c) Terminus point charging refer Annexure III
- 3.3.12.** The Fleet Provider/Operator has to provide necessary transformers as per the input voltage and load requirements.
- 3.3.13.** In order to have dependability of power for charging stations, Fleet Provider/Operator shall provide more than one compact sub-station/transformer on HT side.
- 3.3.14.** For charging of electric buses, Fleet Provider/Operator has to provide adequate number of slow and fast chargers per Lot of e-buses including Opportunity chargers,
- 3.3.15.** Bidder has to ensure for providing adequate number of chargers and required capacity for regular charging as well as Opportunity charging as per requirement so as to charge all the e-buses to 100% SoC every day. Electric

buses shall be available with 100% SoC everyday as per the operational requirements.

- a. For Opportunity charging adequate number of chargers of required capacity shall be provided for charging the e-buses during scheduled operation so as to complete the remaining kms of the schedule.

3.3.16. APSRTC will provide Space for installation of substation, charging stations, transformers & other infrastructure as licensor to the fleet provider/Operator. However, fleet provider/operator shall not have any claim over it but for to use as licensee and leave as it is in condition as remuneration to the license fees or charges at the end of the contract period or on termination of contract for any default. Further the fleet provider shall not cause any hindrance or objection or obstruction to the APSRTC for its internal consumption of electrical power charging of its e-buses or other vehicles time to time.

3.3.17. APSRTC will make bulk power available HT connections, at these Depot Spaces in co-ordination with Electricity DISCOMs. Fleet Provider/Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including HT Sub stations, transformers & LT lines (suitable transformers). Further any civil and other ancillary work required for parking, charging and maintenance of e-buses is to be taken up by the Fleet Provider/Operator.

3.3.18. The bidder shall install and commission Substations, charging infrastructure either by himself or either through OEM or a valid suitable certified contractor for the input voltage who shall have the experience of setting up Substations, charging infrastructure.

3.3.19. Fleet Provider/Operator has to obtain necessary approvals for installation, renewals and maintenance of substations, charging infra and related equipment from the agencies like DISCOMs/APTRANSCO/CEIG etc as applicable. However, APSRTC will coordinate in obtaining the required permits.

3.3.20. The Fleet Provider/Operator has to prepare all the Electrical Drawings, to obtain permissions from CEIG. Further, the fleet provider/operator has to prepare revised drawings whenever there are any addition/deletions to be done to the installation/equipment and the drawings shall be approved by CEIG accordingly.

3.3.21. The fleet provider/Operator shall obtain initial & subsequent periodical/annual inspection and clearance certificates from the Direct General of Electrical safety

(DGES) and Chief Electrical Inspector to Government (CEIG) duly paying the required charges.

3.3.22. The fleet provider/Operator shall commission 33 KV or 11 KV Substation on or before supply of first batch of e-buses as per delivery schedule.

3.3.23. The fleet provider/Operator shall Procure, install, commission, operate and maintain the charging infrastructure, before supply of first batch of e-buses as per delivery schedule.

3.3.24. The charging infrastructure shall be established by the Fleet Provider/Operator as per Ministry of Power notification vide no 12/2/2018-EV Dated 14-Dec-2018 on the subject "Charging infra structure for electrical vehicles – guidelines and standards "and as amended from time to time. *However, expenditure on account of upgradation/ betterment/ any changes under this requirement will be considered under change of law (article-36) of Operator Agreement".*

3.3.25. The fleet provider/Operator shall, at its own cost and expense, procure, finance for and undertake the design, engineering, procurement, construction and operation of the Maintenance Depots for the maintenance of E-buses and shall observe, fulfil, comply with and perform all its obligations.

3.3.25.1 The APSRTC will provide vacant site for Maintenance depot/s at Vidyadharapuram/ Vijayawada at its choice and as per availability only to the extent in need from its respective utility and importance in the respective depot places for electric buses, for the fleet provider to develop infrastructure at his cost therein with no claim of any right over site or the infrastructure development but for its use as a licensee and leave the same as it is in condition on expiry of contract period or on termination of contract as the case may be and what he invested for infrastructure is the remuneration to leave it as licence charges for use of the site so provided **"Licensed Premises" with nominal licence fee fixed thereby of ₹ one per annum.**

3.3.25.2 The Licensed Premises shall comply with Fire Safety Norms and shall obtain no objection certificate from fire department.

3.3.25.3 Site for Maintenance Depots at Waltair/Visakhapatnam, Guntur-II, Kakinada and Alipiri/Tirupati will be earmarked at the existing depots for electric buses i.e., as is where is condition, and the fleet provider to develop required infrastructure at his cost therein with no claim of any right over site or the infrastructure development but for its use as a licensee and leave the same as it is in condition on expiry of contract period or on termination of contract as the case may be. Facilities like washing, inspection pits can be shared. In due course Waltair depot will be

exclusive for e-buses i.e., by the date all e-buses are supplied as per schedule.
These depots are '**Shared Premises**'

3.3.25.4 Licensed Premises:

- a. The Operator shall construct the required Administrative building for the Authority to utilize by their employees in discharge of their duties in operation of electric buses at respective Maintenance Depots.
- b. Administrative building is required for Depot Manager and his team of supervisors. The area requires will be mutually agreed.
- c. The bidder shall provide required space about 1500 SFT with RCC roofing in the exclusive depots (**Licensed Premises**) i.e., Vidyadharapuram, for earnings section around 800 SFT, Conductors rest room around 200 SFT, Duty booking area around 100 SFT and supervisors room around 200 SFT including sufficient number of toilets for supervisors, ladies and gents with around 200 SFT area in the administrative building of the maintenance depot.

3.3.25.5 The Bidder shall plant saplings or Land scape and maintain the vacant/unused land in both Licensed and Shared Premises throughout Contract Period.

3.3.26. Permanent structure, if any, which obstructs activities of bidders can removed at the cost of the bidder with permission of Civil Engineering Department of APSRTC.

Electricity Charges:

3.3.27. The Electricity bill for operating the electric buses is kept in the scope of APSRTC. The Fleet Provider/Operator has to quote the rate Rs/Km excluding MV taxes, power charges, VTS cost & personnel cost of conductor and considering advertisement revenue on e-buses, duly specifying the power consumption in kWh/Km model wise 9M / 12M (the same may be indicated in their financial bid Annexure 11).

3.3.28. The fleet provider/Operator shall bear the Electricity charges for lighting, other garage machinery and equipment other than charging infrastructure.

3.3.29. The power charges as per HT meter will be borne by APSRTC excluding the power consumption as at clause 3.3.28. APSRTC will borne the power consumption charges for charging e-buses subject to :

3.3.29.1 For 9M e-bus average power consumption shall not exceed 1.0 kWh/km

3.3.29.2 For 12M e-bus average power consumption shall not exceed 1.2 kWh/km

3.3.29.3 If the actual consumption exceeds the consumption as stated in above sub clause i& ii, excess amount for power will be deducted from the payable

monthly bills from the fleet provider/Operator. However, the APSRTC for any of its internal consumption of electrical power charging of its e-buses or other vehicles at any time, subject to such contingency, give proportionate deduction to it,

3.3.29.4 If average yearly power consumption per km:

- i. is less than the consumption as stated in above sub clause I & ii no adjustments will made to the fleet provider/Operator
- ii. is more than the consumption as stated above sub clause i& ii and if the recovered amount is more than the recoverable amount as per yearly average consumption, accordingly payment adjustments will be made to the fleet provider/Operator.

3.3.29.5 The APSRTC reserves its right to install solar power generating panels on or at the premises licensed to the service provider. The fleet provider shall have no any right to claim any interest in any manner in this regard.

3.3.29.6 Any pilferage of electrical power by the fleet provider or its men liable for penal consequences as per law in force.

3.3.29.7 The monthly power consumption will be considered from the HT meter provided by the DISCOM only.

E-Bus Specifications:

3.3.30. The fleet provider/Operator shall have to provide e-buses of latest model. Chassis manufactured **should not be earlier than six months** from the date of issue of LOA. The APSRTC before accepting the Contracted e-buses, through their officials and **if necessary with two professors from IIT Chennai/Tirupati (one mechanical and one electrical) so requisitioned and nominated**, will visit, inspect and test the said e-buses with reference to the specifications specified by the APSRTC. The Fleet Provider/Operator shall start supplying all the e-buses only after said inspection and testing of e-buses by the APSRTC.

3.3.31. Compliance with the Technical Specification and the e-buses to be deployed.

3.3.31.1 shall confirm to the **AIS 052/153/049** as applicable.

3.3.31.2 The On Board Intelligent Transport System (OBITS) shall meet **AIS140** specs and shall integrate with the existing APSRTC system.

3.3.31.3 Any costs in this regard shall alone be borne by the fleet provider/Operator.

3.3.32. The APSRTC is responsible:

3.3.32.1 To finalize paint scheme/graphics of the Contracted e-buses along with branding of the fleet, if considered necessary.

3.3.32.2 To arrange the requisite **inspection** of the Contracted e-buses before dispatch at e-bus Manufacturer plant to ensure quality, paint graphics and optional fitment,

if considered necessary.

3.3.32.3 To arrange the requisite permits and to finalize proper fleet management / scheduling of the Contracted e-buses

3.3.33. The Fleet Provider/Operator shall ensure prescribed monograms of APSRTC/Logo on sides of e-bus.

3.3.34. The Fleet Provider/Operator shall ensure prescribed slogans of APSRTC to be stencilled or painted or stickering with vinyl inside and outside of e-bus at prescribed places.

3.3.35. Colour scheme of e-buses shall be as approved by APSRTC from time to time. The fleet provider/Operator shall ensure the prescribed colour scheme during the entire Contract period. Further whenever colour scheme of any type of e-bus is changed by the APSRTC, the fleet provider/Operator has to ensure to paint the new colour scheme within a reasonable time but not later than next FC due date.

Delivery of E-buses:

3.3.36. E-buses shall be supplied as per the delivery schedule (**Annexure I**). Failure to supply the e-buses as per delivery schedule will attract penalty as specified in Draft Concession Agreement (**Clause 13.9**)

3.3.37. The e-buses to be deployed by the fleet provider/Operator are proposed to be operated on the identified routes as shown in **Annexure II & III**, by the APSRTC, during the Contract period.

3.3.38. E-buses shall be registered as per the rules in force of transport department of AP i.e. at respective RTO offices where these e-buses have to be operated, duly paying required charges if applicable, and shall be deployed at the respective depots as per delivery schedule after registration. Shall also pay any other charges at the time of bus registration and thereafter bear all RTO charges for remaining years of Agreement.

Operation of E-buses:

3.3.39. The Operator shall ensure the e-Buses shall operate as per the Schedule approved by the Authority and the e-bus shall stop at designated bus stops as per trip instructions card (MTD 141) of the respective schedule or as required by the passengers. For city ordinary and Pallevelugu (Ordinary) APSRTC guidelines

are 'Hail & Board'.

- 3.3.40.** The fleet provider/Operator shall not use the e-bus covered by the agreement to ply for others or for any other purpose during the period of agreement/stoppage for maintenance/carrying out repairs. Violation of which penalty will be levied as per the penalty clauses in the agreement.

The Fleet Provider/Operator has to operate the e-bus only on the route allotted and complete the given schedule. However authority can:

- 3.3.40.1** deviate the e-bus in case of sudden spurt in traffic viz. vacations to school or colleges, weekend traffic, Authority can deviate the e-bus as per the traffic demand provided the e-bus is having required range for operation or Opportunity charging facility at the other end if available.
- 3.3.40.2** make changes to the Deployment Plan from time to time with prior notification, of at least 5 (five) days
- 3.3.40.3** after due notification to the Fleet Provider/Operator, change the route(s)/ frequency/ schedule of the e-buses due to any reason whatsoever including but not limited to passenger feedback, special circumstances, festivals and seasonal requirements. In case the Authority makes any such change(s), it shall notify the Fleet Provider/Operator in writing 5 (five) days prior to implementation of such change.
- 3.3.40.4** APSRTC cancels some of the services in advance or on the spot on inauspicious days, festival days, bundhs/strikes, etc keeping in view the traffic demand, subject to the minimum annual Assured kms of the lot.
- 3.3.41.** The fleet provider/Operator shall allow access to the contracted e-buses while providing e-bus services to all members of the public without any prejudice or discrimination.
- 3.3.42.** Corporation reserves right to utilize the vehicle engaged on any route and at any time, provided e-bus is having required range for operation or availability of Opportunity charging facility at the other end if available .
- 3.3.43.** If APSRTC requires the e-buses to be operated above the assured kms, Fleet Provider/Operator has to operate the e-buses as per the requirement.
- 3.3.44.** Assured kms will be considered on yearly basis for the Lot of e-buses.
- 3.3.45.** The Corporation shall have right to collect passenger fare or luggage fare or freight charges in case of e-bus parcel service, postal mail bags etc. and the Fleet Provider/Operator shall not have any right or claim over them and should not be rejected by the service driver.

3.3.46. Fleet provider/operator has to secure skilled and unskilled staff as per the pattern of strength mentioned, if choose to bid. No exemption of service delivery on public holidays, but for to arrange necessary staff and provide OT if any or compensatory holiday if any and without violation of MTW act and labour legislation provisions and rules, so that there will not be any breach to full fleet availability.

Availability of E-Buses:

3.3.47. The Fleet Provider/Operator shall make the e-buses with 95% fleet availability for the period of contract for operating the scheduled KMs given for the day without fail and, in case of failure, penalty will be imposed as stipulated in the Schedule-Z of Draft Concession Agreement.

3.3.48. The fleet provider/Operator shall make sure that the e-buses and chargers are available on all days. The Fleet Provider/Operators shall make sure that the e-bus shall be made available for the period requisitioned in a day and operate the scheduled KMs given for the day. The fleet provider/Operator shall ensure the origin and destination flow be maintained as per operational requirements of daily schedules (Annexure III).

3.3.49. The Fleet Provider/Operator shall give at least 24 hours notice in advance to the Corporation and get approval of respective Unit Officer, when the e-bus is not likely to be made available on any particular day duly furnishing the valid reasons.

3.3.50. In case the Fleet Provider/Operator fails to make the e-bus(es) available without giving 24 hours advance notice or any other irregularity penalty will be imposed as stipulated in the agreement (Schedule – Z).

3.3.51. In place of any inoperative condition of any e-bus emerges due to accident or otherwise as beyond repairable a new e-bus shall be replaced within 30 days, if it happens to be before 6th year from the Appointed Date and a substitute worthy electric AC e-bus as per APSRTC Technical Specifications & statutory requirements or with better performance and condition shall be replaced within 30 days of time by the fleet provider as per the approval of the Regional Manager and mechanical engineer concerned of APSRTC, if it happens to be on or after completion of 6th year from the Appointed Date.

Maintenance of Depot, e-Buses, Sub-stations & Charging Infrastructure:

3.3.52. The fleet provider/Operator shall be responsible for maintenance of the e-buses

and charging infrastructure, 33 KV or 11 KV substations and other installations in order to keep them in good working condition and to ensure safety of the passengers and employees of fleet provider/Operator & Authority. The expenditure relating to maintenance & upkeep of the e-bus, charging infrastructure and operational cost such as tyres, spares, lubricants, wages of drivers, mechanical staff etc, to be borne by the fleet provider/Operator.

- 3.3.53. The Fleet Provider/Operator shall take full responsibility of maintenance of the Contracted e-buses, including cleaning and washing, but not limited to preventive maintenance schedule, breakdown maintenance, repair/reconditioning / replacement of parts and aggregates, minor and major body repair including refurbishing and accidental repair whenever necessary.
- 3.3.54. At any given point of time during the entire Contract Period Fleet Provider/Operator has to maintain the e-buses spic & span and e-buses shall be **as good as new**.
- 3.3.55. Maintenance of transformers yards, electrical lines and its related items like breakers etc is in the scope of the Bidder.
- 3.3.56. In the event of any Technical problem in the HT yard or Transformers or HT cables etc., after the HT supply from the DISCOMs, the Fleet Provider/Operator shall ensure to restore the supply with minimum possible time.
- 3.3.57. As it is the mandatory duty of the fleet provider to maintain 95% duly charged fleet availability of 24x7 (always), fleet provider/Operator shall ensure no failure of the charging components with power supply and duly providing multiple transformers with minimum spare capacity with no interruption to the fleet power charging.
- 3.3.58. APSRTC has the right to inspect the Contracted e-buses on a daily basis before sending the Contracted e-buses on schedule so as to ensure their cleanliness, roadworthiness and presentability of the Contracted e-buses.
- 3.3.59. Refurbishing of the e-buses: The Bidder/Fleet Provider/Operator shall undertake refurbishing of the e-buses at completion of fifth year and ninth year of the agreement. Bidder/Fleet Provider/Operator shall under take refurbishing works as specified at Schedule – U of Concession Agreement.
- 3.3.60. The Fleet Provider/Operator shall shall attend for Repair / replacement / maintenance of tyres and batteries.

- 3.3.61.** The Fleet Provider/Operator shall ensure proper maintenance of Maintenance Depots daily including housekeeping.
- 3.3.62.** The Fleet Provider/Operator shall ensure periodical maintenance of Maintenance Depots, Electrical Substations and Charging Stations etc as per Good Industry Practice.
- 3.3.63.** The Fleet Provider/Operator shall ensure proper up-keep, including but not limited to washing, cleaning, denting / painting of the Contracted e-buses.
- 3.3.64.** FC / Repair / Refurbishing and Inspection:
- 3.3.64.1** The Bidder/Fleet Provider/Operator shall produce the vehicles for Inspection of the e-buses after renewal of FC, Refurbishing and major repairs/accidents to a committee as nominated by the Authority.
- 3.3.64.2** For attending FC works five days time, major repairs one week time and for refurbishing 20 days time is allowed.
- 3.3.64.3** However, the above said lead time can be as decided by the Authority for attention of major repairs/accidents depending on the nature of works to be carried out.
- 3.3.65.** APSRTC reserves the right to install any equipment on the contracted e-buses and the bus depot, the fleet provider/Operator has to ensure any equipment installed by the APSRTC on the contracted e-buses or within the bus depot including any monitoring device or equipment, is not tampered with in any manner; and that APSRTC and its authorized personnel are allowed to inspect the equipment installed on the contracted e-buses and the bus depots at any time during normal operational hours without any notice in this regard.

Man power deployment:

- 3.3.66.** The fleet provider/Operator shall provide duly trained and experienced Drivers with a valid driving license & uniform as prescribed by APSRTC and he can also be capable of operating TMS as per the requirement of the APSRTC for any contingency.
- 3.3.67.** Fleet Provider/Operator shall make its appropriately trained and qualified technical staff available for any solutions, challenges and fine-tuning during operation of e-buses throughout the contract period.
- 3.3.68.** The bidder shall fulfill the statutory obligations like payment of PF, ESI, Minimum wages etc., to the personnel engaged by them for running the project.

- 3.3.69.** The Fleet Provider/Operator shall provide a Driver / Drivers with a minimum height of 158 CMs not exceeding 58 years of age with a valid driving license i.e., having a validity of not less than 18 months experience to drive HPMV/HGV or "TRANSPORT VEHICLE" and Passenger Service Badge for the e-bus supplied. The Driver shall be in prescribed Uniform while on duty. The Driver shall follow the instructions of the APSRTC and its authorized Officials.
- 3.3.70.** The Driver employed by the Fleet Provider/Operator shall undergo medical fitness examination by a Medical Officer of APSRTC Hospital at Vijayawada/Guntur/Visakhapatnam/Kakinada/Tirupati and then only he will be permitted to ply the vehicle i.e. after the Medical Officer certifies that he is fit for the job of a Driver.
- 3.3.71.** The Bidder shall direct the drivers for periodical medical examination as per the guidelines of APSRTC. The Bidder has to bear the cost of periodical medical examination.
- 3.3.72.** The Fleet Provider/Operator shall not employ the following category of persons as drivers for operating the e-buses:
- 3.3.72.1.** A person who has been retired on medical grounds, removed or dismissed from the corporation.
- 3.3.72.2.** A person who is aged more than 58 years.
- 3.3.72.3.** A person who was working on any other hire e-bus and was replaced by the owner on a complaint made against him by the corporation for his replacement towards any irregularity, misbehaviour or involvement in a fatal accident.
- 3.3.73.** While operating one man service, if a Driver is found to have committed any cash or ticket irregularity or any other offense, the Fleet Provider/Operator shall replace him immediately and be vicariously responsible for the omission and commission of the Driver. Bidder shall be responsible for payment of penalty as specified in agreement terms and conditions.
- 3.3.74.** The Fleet Provider/Operator shall depute the drivers engaged on the electric bus to the APSRTC Training Colleges for imparting requisite training programs as would be conducted on safe driving habits and courteous behavior with passengers and other passenger friendly measures / schemes duly paying the prescribed fee during subsistence of the agreement whenever informed by APSRTC.
- 3.3.75.** The fleet provider/Operator has to ensure zero accident rate duly imparting

proper training to their drivers/crew working on the system/s.

3.3.76. The APSRTC will provide conductors for operation of the services. However for conductor less services (i.e. one man services), driver has to issue tickets to passengers with Ticket Issue Machines (TIM) of APSRTC.

3.3.76.1 In case no conductor is provided (one-man service) the driver shall have the responsibility to collect the user fare from passengers and issue tickets through TIM/Ticket blocks.

- i. Driver has to check with the passengers for their valid tickets taken at ground booking/web portals/Agents etc and tally the number of passengers.
- ii. In case of one man service the driver shall be responsible for remittance of the daily proceedings thus collected after spell of duty at Authority's depot cash counter.

3.3.76.2 In the event of e-bus driver, of one-man service, fails to remit the bus cash within 2 (two) hours of incoming of the e-bus, the Fleet Provider/Operator shall arrange to remit the equivalent amount of 100% Occupancy Ratio of the said service within 48 Hours, failing which 2% extra amount shall be levied per day and the total amount will be recovered from the fee payable to the Fleet Provider/Operator at the end of the month.

Incentives from DHI:

3.3.77. The applicable incentives are demand incentives as applicable as per DHI guidelines under Phase-II of FAME India scheme

3.3.78. The above incentives of DHI will be paid to the selected bidder/s through APSRTC as per DHI guidelines.

3.3.78.1 Said Incentive/s will be released after furnishing Bank Guarantee as per DHI guidelines from time to time.

3.3.78.2 Separate BGs shall be furnished for incentive/s. **BG validity period as mandated by DHI;** present BG period is for 5 years.

3.3.78.3 It is the bidders' responsibility to meet the criteria as per Phase –II of FAME India scheme (Central Government Scheme) either by itself or along with OEMs to be eligible for demand incentive. APSRTC will only help to facilitate the process for getting the incentive passed on to the bidder.

3.3.79. Non-receipt or delay in receipt of above incentives should not hinder deployment of e-buses, their maintenance and operation by the fleet provider/bidder as per schedule agreed.

Fines & Penalties:

- 3.3.80.** In case of failure to adhere to the terms and conditions, APSRTC reserves the right to impose the fines / penalties as specified in the agreement.
- 3.3.81.** The Fleet Provider/Operator shall be liable for penalties / fines levied by the Officials of Corporation at the rates specified for the delinquencies / irregularities as stipulated in Concessional Agreement indicated in the list as per agreement (Schedule Z).
- 3.3.82.** Accident rate shall be less than or equal to 0.05 (Accident rate - Number of accidents per lakh of kms)
- 3.3.83.** The fleet provider/bidder has to ensure to achieve the Key Parameters furnished in the DCA, failure to achieve key parameters will attract penalty as stipulated in the agreement.

Advertisements on e-buses:

- 3.3.84.** The Fleet Provider/Operator permitted to display advertisements at stipulated places on the e-buses as mentioned in the Circular guidelines from time to time (enclosed in **Annexure IV**) with the prior written approval from competent authority of APSRTC on the advertisement going to be displayed duly furnishing the advertisement in colour printout in advance to Corporation. The advertisement period shall be co-terminus with the Contract period. No advertisements are allowed on e-buses operated on Tirupati-Tirumala Ghat.
- 3.3.84.1** The Fleet Provider/Operator may display advertisements on the e-buses in accordance with the proposal approved and any instructions issued by the Authority in regard thereto, and provisions of Applicable Laws.
- 3.3.84.2** The right for advertising the governmental policies, public awareness, public importance, utility, causes in the public welfare and interest to serve in preference, entirely reserved with the authority subject to Annexure IV and to any remuneration or the like, which is going even for commercial advertisements, which may not be indecent or by any violation of legal and moral standards.
- 3.3.84.3** The Fleet Provider/Operator shall allow 10% of the advertisement space of the lot for APSRTC/Government advertisements at free of cost.
- 3.3.84.4** The Buses or any part thereof shall not be branded in any manner to advertise,

display or reflect the name or identity of the Operator or its shareholders, save and except as may be necessary in the normal course of business.

3.3.84.5 It is agreed that the Operator may, at every Depot, display its own name at a spot where other public notices are displayed for the Users.

Statutory Requirements (Insurance, MV Act, MTW Act, PF, ESI, Labour Laws):

3.3.85. The Fleet Provider/Operator shall keep the e-bus road-worthy in terms of the provisions of M.V. Act 1988, CMV Rules 1989 and MV Rules 1989 as adopted by Government of Andhra Pradesh made there under from time to time by carrying out necessary maintenance and repairs.

3.3.86. The Fleet Provider/Operator shall get the vehicle insured comprehensively so as to cover all risks of lives of e-bus passengers and third parties besides vehicles and other assets. Insurance Policy of the vehicle shall have "IMT 44" (Indemnity to hirer-package policy- negligence of the owner or hirer) endorsement from the concerned Vehicle Insurance Company. Non coverage of Vehicle Insurance entails in termination of agreement without notice. The copy of the Insurance policy has to be submitted to the APSRTC and it shall be renewed periodically so as to have validity throughout the contract period.

3.3.87. The Fleet Provider/Operator shall be responsible for proper prosecution of proceedings under statutory and also responsible for all claims that may arise due to statutory violations out of the operations, like claims due to accidents payable under the provisions of M.V. Act/ Rules and accident claims. APSRTC shall under no circumstance be made liable or responsible to pay compensation that may be awarded by Motor Accidents Claims Tribunal or Tribunals, in respect of accidents. In the event of payment of compensation by the corporation to the injured persons / dependents of deceased persons or to the owners of the property damaged, by any Award of the Motor Vehicle Accidents Tribunal / Order of the Court in cases involving accident to e-buses, corporation shall have right to recover the said compensation from the successful bidder/Fleet Provider/Operator. The successful bidder/Fleet Provider/Operator hereby agrees that he shall not dispute the said recovery.

3.3.88. It is the responsibility of the successful bidder/Fleet Provider/Operator to implement statutory Laws. It is also the responsibility of the successful bidder/Fleet Provider/Operator to implement statutory labour laws in respect of drivers and other employees employed by him and produce relevant proof. In case of any claim / award / order of any competent authority, it shall be the responsibility of the successful bidder/Fleet Provider/Operator to make arrangements for proper

prosecution of proceedings before the competent authority. It is mutually agreed that Corporation shall not be made responsible for any claims / awards / order of any competent authority passed in pursuance of the statutory labour laws in relation to drivers / other employees employed by successful bidder/Fleet Provider/Operator. In case of any claim, award or order of any competent authority making APSRTC responsible, the successful bidder/Fleet Provider/Operator shall indemnify make good of such liability.

- 3.3.89.** It shall be the responsibility of the Fleet Provider/Operator to make arrangements for proper prosecution of proceedings either before Motor Accidents Claims Tribunal or Tribunals, Commissioner for Workmen Compensation, Regional Transport Authority (RTA) and State Transport Authority (STA).
- 3.3.90.** The Fleet Provider/Operator shall pay fines, compounding fees etc., imposed by a Court, RTA or STA against the permit holder u/s 86 of M.V. Act for contravention of any provision of Law provided that such contravention or violation has occurred when the vehicle has plied for the Corporation other than those attributable to willful violation committed by the Bidder/Fleet Provider/Operator or the personnel employed by the Bidder/Fleet Provider/Operator.
- 3.3.91.** The Fleet Provider/Operator shall submit the list of drivers engaged along with the copy of the Employee State Insurance and Provident Fund challans to the APSRTC every month failing which amount will be withheld to the extent of statutory dues payable as per the statutory wages.
- 3.3.92.** The Fleet Provider/Operator shall agree to comply with all Applicable Laws including labour and local laws, pertaining to the employment of labour, staff and personnel engaged by it for implementing the Project.
- 3.3.93.** The Fleet Provider/Operator shall ensure payment of wages to the Drivers and other employees engaged by him as per the rates prescribed by the Government from time to time, under Minimum Wages Act 1948.
- 3.3.94.** The Fleet Provider/Operator is required to register his undertaking before the respective Labour Department under Section 3 of Motor Transport Workers Act 1961, if 5 or more Transport Workers are employed and submit a copy of the same to the concerned Unit Officer.

Legal & MACT Claims:

- 3.3.95.** The Corporation shall not be responsible for any damage or loss caused to the e-bus hired during the period of agitations, accidents, etc.

- 3.3.96.** The Fleet Provider/Operator agrees that in case of accidents, the authority is not at all liable for the payment of compensation. It is mutually agreed that the entire responsibility of payment of compensation lies completely with the Fleet Provider/Operator and the insurance company to the victims.
- 3.3.97.** The Fleet Provider/Operator shall arrange immediate financial assistance to cover Medicare to injured persons / dependents of the deceased in case of accidents involving the e-bus. If due to reasons whatsoever, the successful bidder/Fleet Provider/Operator is unable to arrange immediate financial relief and if the Corporation arranges the same, such amount will be recovered from the fee payable to the Fleet Provider/Operator.
- 3.3.98.** The Fleet Provider/Operator shall prevail upon the insurance company to pay the compensation in time to avoid inconvenience to the authority. If the authority is forced by the court to pay compensation for reasons whatsoever, the authority has the right to recover the same from any amount payable to the Fleet Provider/Operator.
- 3.3.99.** When an electric bus is involved in an accident during the agreement period, since there is a possibility of claims being made or courts awarding compensation after cessation of the agreement, the Fleet Provider/Operator shall have to work with insurance company to settle the case either in PLC, (Pre-Litigation Case) or in OP. In all such case, the NOC shall be issued only after settlement of the said case and depositing such amount as decided in the PLC or OP.

General Requirements/Conditions:

- 3.3.100.** The Fleet Provider/Operator shall not allow operation of any other passenger vehicle owned by the Transporter or Consortium members or a person belonging to their family members illegally on the notified routes infringing the monopoly of Corporation and in case of violation, Bidder/Fleet Provider/Operator is liable for action which includes termination of agreement. A self-certification with regard to non-operation of other vehicles on the notified routes infringing the monopoly of Corporation either in their name or in the name of their family members should be enclosed as per Annexure 13.
- 3.3.101.** The fleet provider/bidder has to enter into Concession Agreement as furnished at **Chapter IV** with respective Regional Manager within 1(one) month from issue of LOA.

- 3.3.102.** Registration fee is exempted for Electrical E-buses in AP besides MV Tax exemption as given by Govt. of AP under EV Policy specified in **Annexure V**.
- 3.3.103.** APSRTC shall reserve the right to modify any condition/ conditions of the agreement and add any other condition/ conditions during the contract period. The bidder has to abide by the conditions modified/incorporated and has to enter into a fresh agreement with the authority at its cost on mutually agreed basis.
- 3.3.104.** It is mutually agreed that on expiry of the term of the agreement, the NOC shall be issued only after clearance of all dues by the Fleet Provider/Operator and a certificate with regard to accident claims and payment to dues towards compensations, is received from the depot authorities.
- 3.3.105.** Bidder has to supply manuals and reports as specified in Draft Concession Agreement.
- 3.3.106.** The Operator/Fleet Provider shall produce receipts product make, name, number, year of manufacturing, and purchase and warranty period, and service warranty undertaking specification if any, the particulars of the GST/IGST/SGST registration and the tax paid on particular product/package/service of the gross project cost respectively and any input tax benefit availed and or available.

The fleet provider shall not sublet or subcontract any work but for to take for any portion of the project work any assistance of any expert under him, else to form a consortium of registered partnership before bidding.

3.4. The Bidding Process

- 3.4.1** APSRTC invites proposal through Online Technical and Price Bids in two bid system and Reverse Auction (Collectively referred as the "Bidding Process/ Operation Selection Process") subsequently negotiations, if required, for selection of a competent Bidder for the award of the Project.
- 3.4.2** Technical proposal shall be submitted online at <https://www.mstcecommerce.com/eproc> as well as in physical form on or before specified date and time at C&B Section, RTC House, Vijayawada.
- 3.4.3** Financial Bid (Price Proposal) shall be submitted online only at <https://www.mstcecommerce.com/eproc> along with Annexure 11 as pdf document.

- 3.4.4 All the bidders who qualify in the Technical Bid, have to demonstrate/trial run with offered/base model/variant with respective range as mentioned in technical specifications for which homologation is obtained, then only eligible bidders will be declared. The available e-bus will be inspected by the committee of APSRTC officials if required at manufacturing site of the bidder.
- 3.4.5 So far as trial run/ operative demonstration of e-bus respectively concerned, the 9M & 12M pursuant to the respective lot from the RFP respectively shall be demonstrated including to the extent possible in uniform road condition for all prospective bidders. More specific for 9M fleet, concerned demonstration shall be in between Tirupati-Tirumala ghat road and for 12M fleet, concerned anywhere within the choice of APSRTC which shall be less onerous to the respective bidder.
- 3.4.6 Shall also to submit the Conformity of production certificate issued by DHI for incentive eligibility under FAME India Scheme phase-II.
- 3.4.7 For conducting the trial run the cost shall be borne by the bidder/fleet provider/operator including the costs of APSRTC. The trial operation shall be completed before opening of Price Bid.
- 3.4.8 Physical submission of price proposals (except submission of original copies of EMD, RFP fee, signed copy of RFP including Annexure 1-10,12,13,14), shall be summarily rejected and shall not be opened for evaluation.
- 3.4.9 The Bidders shall have to meet eligibility and qualification criteria provided in the RFP. Bidders would be required to quote Kilometre rate per E-bus as per the contract conditions specified in Chapter-IV of the RFP. Price bid of the bidders, who are meeting eligibility and qualification criteria, as per Technical bid, will only be opened. The Bidder whose Price Bid determined to be lowest and responsive as per clause 10.3.5 shall be considered as Preferred Bidder. After completion of this price discovery process, reverse auction and if required negotiations will be conducted for awarding of the Project.
- 3.4.10 **Financial Bid to be submitted online only** and Technical Bid & related documents shall be uploaded in the e-procurement portal with the prescribed bid forms at: <https://www.mstcecommerce.com/eproc> on or before the time and date fixed for submission of bid ("Bid Due Date"). **Hard copies of Technical Bid & related documents shall also be submitted on or before the specified date & time in RFP.**

3.5. The Criteria for allotment of Lots:

- 4.2.1** Possess a Net worth equivalent to at least INR **50 crore** as on 31st March 2020 as per Auditor's certificate. For Consortium it is collective Net worth.
- 4.2.2** The bidder shall have a minimum average annual Turnover of **₹ 75 Crore** for a period of last three years i.e. 2017-2020. They should submit a copy of Audited Balance Sheet and Profit & Loss Account Statement showing proof of their minimum Average Annual Turnover duly audited by Chartered Accountant. For Consortium turnover is collective Turnover.

4.3 Qualification Criteria for Bidders:

4.3.1 OEM Qualifications:

- 4.3.1.1** Shall meet the general eligible criteria mentioned at **4.2**
- 4.3.1.2** Shall be a registered Bus Manufacturer with bus manufacturing facilities in India.
- 4.3.1.3** Original Equipment Manufacturer for E-buses (OEM) is a registered E-bus Manufacturer who is meeting the prescribed qualifications for OEMs as per DHI and who is supplying the E-buses under this Project.
- 4.3.1.4** Should have a capacity of manufacturing **50 electric buses in every month, in India**. The bidder shall submit the documentary evidence in support of the same.
- 4.3.1.5** OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/Midi/Standard electric bus (100% battery operated) from the designated testing centre in India. i.e., CMVR type-approval of at least one model of electric bus.
- 4.3.1.6** OEM should ensure that at the time of supply of e-buses, all the e-buses should satisfy minimum technical eligibility criteria notified under FAME India Scheme Phase II and also should satisfy **Phased Manufacturing Programme (Localisation)** as notified by DHI from time to time. For this purpose, Fleet Provider/Operator/OEM need to submit required type approval certificate from the recognized testing agency before releasing of payment from DHI to STU.
- 4.3.1.7** Demand incentive under the scheme shall be admissible only from the date of registration of OEM and date of approval of models by DHI/NAB under FAME India scheme phase-II whichever is later.

4.3.1.8 Documentary evidences:

- i. License to manufacture e-buses and evidence of e-bus manufacturing facilities in India.
- ii. Statement from the statutory auditor (**Annexure 3 & Annexure 14**) certifying/ specifying net worth & turnover of the Bidder, also specifying that the methodology adopted for calculating net worth conforms to the provisions of this RFP.
- iii. Homologation certificate (CMVR type approval) of offered/base model

variant respectively.

- iv. **Annexure 5**, manufacturing capacity of e-Buses and other annexures as required.

4.3.2 Transporter Qualifications:

4.3.2.1 Shall meet the general eligible criteria mentioned at **4.2**

4.3.2.2 Ownership and/or Operation Experience or combined Ownership and Operation Experience of at least 25 vehicles in India for a consecutive period of at least 6 (six) months in any part of India.

4.3.2.3 In case Transport member is showcasing combined Operational and Ownership experience then in such case, the operational experience of those vehicles that Bidder has showcased as a part of ownership experience shall not be taken into account.

4.3.2.4 Operational Experience must include planning, managing and monitoring of day-to-day bus/passenger vehicle operations and/or maintenance. Such experience must be demonstrated through an explicit contract/concession agreement of operations with a public sector entity/Government or semi-government Department or a private sector organization of repute and which has been in successful operation for a period of at least six months.

4.3.2.5 Ownership experience of vehicles by the bidder shall have to be demonstrated through RTO books/RTO Bus Ownership certificate or other verifiable proof of ownership for all the required no. of vehicles, clearly showing ownership of the bidder.

4.3.2.6 In case ownership / operation experience is demonstrated through an ownership/ contract held jointly with another partner/consortium, the percentage of ownership/ investment / profit sharing in that partnership/ consortium shall govern and the credit would be given in proportion to the ownership/investment/profit sharing proportion only.

4.3.2.7 Documentary evidences:

- i. Statement from the statutory auditor (**Annexure 3 & Annexure 14**) certifying/ specifying net worth & turnover of the Bidder, also specifying that the methodology adopted for calculating net worth conforms to the provisions of this RFP.
- ii. RTO Certificate / Copies of RTO Books for demonstrating ownership of vehicles for required period and /or Concession Agreement / Concession Agreement of operations shall be produced to the Authority.
- iii. **Annexure 4** Undertaking for Bus Ownership or Operational Experience.

4.3.3 Financial Institutes & Venture Capital Fund

4.3.3.1 Shall meet the general eligible criteria mentioned at **4.2**

4.3.3.2 Shall be registered with RBI/SEBI.

4.3.3.3 Documentary evidences:

- i. Statement from the statutory auditor (**Annexure 3 & Annexure 14**) certifying/ specifying net worth & turnover of the Bidder, also specifying that the methodology adopted for calculating net worth conforms to the provisions of this RFP.

4.3.4 Central/State Govt. or other Corporations

4.3.4.1 Any state or central government institution can participate in the tender.

4.3.4.2 Shall meet the general eligible criteria mentioned at **4.2**

4.3.4.3 Documentary evidences:

- i. Statement from the statutory auditor (**Annexure 3 & Annexure 14**) certifying/ specifying net worth & turnover of the Bidder, also specifying that the methodology adopted for calculating net worth conforms to the provisions of this RFP.

4.3.5 Consortium Criteria

4.3.5.1. Consortium is permitted to participate in Bidding Process. Maximum number of consortium members is limited to **three (3)** members, with respective qualifications as required.

4.3.5.2. OEM and Operator shall invariably be members of Consortium and third member can be any one as stipulated in Clause 4.1.2 is allowed to participate as a Consortium member.

4.3.5.3. Shall meet the general eligible criteria mentioned at **4.2**

4.3.5.4. The Preferred Bidder/Lead Member along with other members of Consortium shall be required to incorporate a Special Project Company/Limited Liability Company under the Companies Act of India, 2013 prior to signing of Concession Agreement

4.3.5.5. The Preferred Bidder/Lead Member and Consortium as a whole shall hold minimum 51% of the paid-up equity share capital at all times during the Contract Period from the date of signing of the Concession Agreement for Contract Period from the date of signing of the Concession Agreement.

4.3.5.6. Any transfer of share capital shall require the prior approval of the Authority (APSRTC), which shall not be unreasonably denied.

4.3.5.7. Lead member shall hold at least 26% of the paid-up equity share capital. For the avoidance of doubt, the Lead Member shall during the Contract Period, hold at least 26% of the paid-up equity share capital of the Authorise.

4.3.5.8. Aggregating the Ownership and or Operational Experience of members of

Consortium for the purpose of meeting the Manufacturing and Net worth criteria shall be permitted.

4.3.5.9. Change of ownership of members of consortium is allowed with prior approval from the authority as per CA.

4.3.5.10. **Any replacement in the Consortium member shall be permitted** with prior approval of Authority provided the replacement of member possesses qualifying credentials required having similar role. The exercise will need prior approval of the APSRTC.

4.3.5.11. Bidder/ Consortium Members shall hold not less than 51% (fifty-one per cent) of its issued and paid-up Equity on the date of Agreement.

4.3.5.12. Bidders bidding as Consortiums must clearly mention the Lead Member and non-lead member and their respective roles in the Consortium Agreement.

4.3.5.13. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Agreement Period.

4.3.5.14. Documentary evidences:

- i. Statement from the statutory auditor (**Annexure 3 & Annexure 14**) certifying/ specifying net worth & turnover of the Bidder, also specifying that the methodology adopted for calculating net worth conforms to the provisions of this RFP.
- ii. Respective Annexures as per the constituents of Consortium.

5.0 Brief Description of Bidding Process

5.1 General Conditions

5.1.1 The Bidders/Fleet Provider/Operator is expected to comply with all requirements for such subsidies for e-buses under the Phase –II of FAME India Scheme of Govt. Further, the Bidder/Fleet Provider/Operator will be solely responsible for proving the **localisation percentage** claimed by him in the bid, and in the event that he is not able to do, so as per applicable Phase –II of FAME and DHI guidelines, the risk will be to the Bidders/Fleet Provider/Operator and no compensatory relief would be granted in the rates or in any other manner by APSRTC.

5.1.2 APSRTC proposes to operate 350 Nos. of 9M/12M Fully Built AC Electric buses under GCC Model on Scheduled routes as per **Annexure II & III**. The details of routes proposed for Electric bus operation are mentioned in the above Annexures with details of no. of e-buses, Route length, daily kms etc.

5.1.3 Opportunities for charging can arise in between shifts, besides long time charging during night parking. Schedules can be organized to allow for opportunity charging without compromising operations as per the schedule enclosed in **Annexure II & III**.

5.1.4 Annual Assured Kilometre

Each depot is treated as one lot for all purposes i.e., from bidding stage to agreement stage.

5.1.4.1 Deployment Plan will ensure, the assured kms as given by DHI respective Lot.

5.1.4.2 However, for reckoning Assured kms, Lot will be considered as a unit and difference in payment, if any, will be arranged accordingly on yearly basis.

5.1.4.3 Monthly payment will be arranged as per actual operation of kms of each e-bus.

5.1.4.4 Annual Assured Kilometers will be reckoned from the date of operation of all e-buses or Project Completion Date of the lot whichever is later i.e., COD.

5.1.4.5 APSRTC has furnished the minimum Assured kms which are more than DHI communicated Assured Kms, however the e-buses shall operate as per the scheduled kms. Around APSRTC normally operates 90% of scheduled kms. Bidders are requested to consider this aspect while submitting their price bid. Payment will be made as per the actual operation.

5.1.4.6 The details of lot wise Assured kms and Scheduled kms are furnished hereunder:

Lot	City	Name of the depot	No. of e-buses	Scheduled Kms per lot per annum	Avg. assured kms/annum per lot	Avg. assured kms/annum per e-bus
1	Visakhapatnam	Waltair	100	1,26,47,980	1,13,83,182	1,13,831
2	Vijayawada	Vidyadhrapuram	50	52,69,870	47,42,883	94,857
3	Amaravati	Guntur	50	57,28,310	51,55,479	1,03,110
4	Kakinada	Kakinada	50	67,24,030	60,51,627	1,21,032
5	Tirupati (Ghat)	Alipri	50	58,10,800	52,29,720	1,04,594
6	APSRTC (Tirupati)		50	71,51,591	64,36,432	1,28,729

5.1.4.7 If the actual operated kms of lot is less than the minimum annual assured kms due to APSRTC reasons, full amount will be paid for the balance of minimum assured KMs.

5.1.4.8 If the actual operated kms of lot per annum is less than the minimum

- assured kms due to Fleet Provider/Operator reasons or force majeure events no payment will be made for shortfall annual assured kms of the lot.
- 5.1.4.9** If APSRTC unable to demand the minimum Assured kms due to Force Majeure Events, the minimum assured kms of a lot per annum will be reduced to the extent of Force Majeure Event cancellation.
- 5.1.4.10** For operation of e-buses of a Lot in a year (COD) is more than the assured Kms, for the additional Kms over and above Assured Kms 90% of GCC Rate applicable as on that date is allowed.
- 5.1.5** The Fleet Provider/Operator shall procure at its cost and expense, all Applicable licenses, Permits & safety standard certificates from Government Instrumentalities. As detailed in Schedule - C & K of Draft Concession Agreement
- 5.1.6** The bidding is on the basis of GCC i.e., rate quoted by the bidder is ₹ per KM basis, in order to have level playing field for all Fleet Provider/Operators who wish to have different technology of charging of vehicles, cost for setting up 33 KV or 11 KV Substations and its related civil & electrical works.
- 5.1.7** Fleet Provider/Operator has to present the best solution in terms of e-bus, capacity of batteries, charging infrastructure required, charging time etc. looking to the operational requirements of APSRTC.
- 5.1.8** The Bidder shall submit, along with the bid, E-bus specifications as per format. And also submit copy of comprehensive specifications of electric bus offered and charging infrastructure required along with technical bid. It shall also provide E-bus offered/base model variant Type Approval certificate & Homologation Certificate by approved institutions such as CIRT/ARAI. Additionally, it shall also provide any certification that it has obtained for its vehicles or parts tested at reputed institutes like Central Institute of Road Transport, Pune/Central Power Research Institute, Bangalore/ ARAI or at any other Govt, recognized/reputed Institute/Laboratory. In case fleet provider/operator/OEM cannot produce some of these certificates, except Homologation Certificate, as part of Bid, it shall provide an undertaking that operator will provide this certificate at the time of final inspection of Proto E-bus.
- 5.1.9** The procurement of E-bus by Bidder/fleet provider/operator shall be subject to prototype approval by the APSRTC. A team from APSRTC will visit E-bus manufacturing site to inspect the proto type e-bus. APSRTC may reject the work if workmanship is not found satisfactory, in which case the remedial work shall be immediately made.

5.1.10 The Concession Agreement shall remain in force for a period of 12 (twelve) years from Commercial Operations Date (COD), during which period Fleet Provider/Operator shall operate and maintain the e-buses as directed by APSRTC.

5.1.11 Insurance during Agreement Period

5.1.11.1 The Bidder/Fleet Provider/Operator shall effect and maintain at its own cost, during the Agreement Period, such insurances for such maximum sums as may be required under this Agreement, Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice.

5.1.11.2 The Bidder/Fleet Provider/Operator shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Bidder/Fleet Provider/Operator during the Contract Period.

5.1.11.3 The Bidder/ Fleet Provider/Operator shall procure that in each insurance policy, the Authority shall be a co-insured.

5.1.12 The expected Delivery Schedule for all lots of 350 e-buses, is as follows:

5.1.12.1 Within 3 (three) months from date of LOA - Display and inspection of Fully Built Prototype E-bus including display ITS equipment for approval.

5.1.12.2 Approval for proto will be given after production of Homologation Certificate and trial run for 7 (seven) days on the proposed routes of operation.

5.1.12.3 The e-buses shall be supplied as per the delivery schedule. The lot wise e-buses delivery schedule is enclosed in **Annexure I**

5.1.13 The Authority shall depute a team for inspection of the Proto Vehicle at various stages i.e., chassis preparation i.e., stage-1, structure stage, panelling stage, painting stage and final stage, and in pursuance of the inspection the Bidder/Fleet Provider/Operator shall carry out such modifications as suggested in the fabrication of Proto Vehicle. The fleet provider Shall operate the Proto e-bus on the designated route of maximum route length and with full load to ascertain its range i.e., distance travelled from charge to charge any other special requirements like Ghat worthiness.

5.1.14 Bidder has to adhere DHI guidelines with regards to Conformity of Production (COP), FAME-II certificate and any other clause as mandated by DHI from time to time.

5.2 Due Diligence & Site Visit:

The Fleet Provider/Operator are encouraged to examine and familiarize themselves fully about the nature of assignment/Project, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid by paying a visit to the site and

sending written queries to the Judicial Preview Commission within the specified period. Proposers are encouraged to submit their respective Proposals after visiting APSRTC Office and ascertaining for themselves the availability and condition of passenger traffic, location, availability of power, applicable laws and regulations, and any other matter considered relevant by them.

5.3 Acknowledgement by Bidder:

5.3.1 It shall be deemed that by submitting the Eligibility and Qualification Submission/Bid, the Bidder has:

5.3.1.1 Made a complete and careful examination of the RFP.

5.3.1.2 Received all relevant information requested from APSRTC.

5.3.1.3 Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the APSRTC relating to any of the matters referred to in Clause above; and

5.3.1.4 Acknowledged that it does not have a **Conflict of Interest**.

5.3.1.5 Agreed to be bound by the undertakings provided by it under and in terms hereof.

5.3.2 The APSRTC 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 the APSRTC.

5.4 Cost of Bid:

The Bidders shall be responsible for all of the costs associated with the preparation of their Eligibility and Qualification Submission/Bids and their participation in the Bid Process. The APSRTC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

5.5 Bid Currency:

All prices quoted in the Bid shall be quoted in Indian Rupee(s) (INR) (₹).

5.6 RFP Fee:

5.6.1 The RFP document fees of ₹ 1,00,000/- plus 18% GST for each LOT (Non-refundable, in the form of Account Payee Demand Draft drawn in favour of "FA&CAO, APSRTC" payable at VIJAYAWADA and the same shall be submitted in Physical form in a sealed cover through Hand Delivery on or before the time line specified in Bidding Schedule.

- 5.6.2** The amount can also be transferred through NEFT / RTGS as furnished in the bidding schedule.
- 5.6.3** The scanned copies of RFP Fees and EMD shall also be uploaded along with Technical Bid on <https://www.mstcecommerce.com/eproc>.
- 5.6.4** Any bid not accompanied with RFP Fees in the acceptable amount, then such form will be summarily rejected by APSRTC as being non-responsive and bids of such Bidder will not be evaluated further.

5.7 Earnest Money Deposit (EMD) or Bid Security

- 5.7.1.** The fleet provider/operator shall furnish separate Bid security (also referred to as "Earnest Money Deposit" (EMD)) for Captioned work as a part of his bid. The EMD amount for each lot of e-buses is as follows:

Description	Depot	Value in ₹ lakhs
LOT 1	Visakhapatnam-Waltair	50
LOT 2	Vijayawada-Vidhyadharapuram	25
LOT 3	Amaravati(Guntur)	25
LOT 4	Kakinada	25
LOT 5	Tirupati/Tirumala-Ghat	50
	Tirupati - Intercity	

- 5.7.2.** An EMD/Bid Security of shall be provided in the form of:

- 5.7.2.1** Account payee Demand Draft in favour of "FA&CAO, APSRTC" payable at VIJAYAWADA

Or

- 5.7.2.2** NEFT / RTGS:

- Current Account Number: 62472413226
- IFSC code: SBIN0020169

Or

- 5.7.2.3** BG: in favour of FA&CAO, APSRTC, the fleet provider shall give an undertaking to that affect with confirmation of bank besides e-mail confirmation to the authority to avoid delay in correspondence.

- 5.7.3.** Any bid not accompanied with valid Earnest Money Deposit of prescribed amount will be summarily rejected as being non-responsive and bids of such Bidder shall not be evaluated further.

- 5.7.4.** After the bid due date and within the period of validity of the bid, the Earnest Money deposit paid by the bidder is liable to be forfeited, if the bidder withdraws or amends or impairs or derogates from the bid in any respect or engages in any fraudulent practices.

- 5.7.5.** No interest will be payable on the Earnest Money Deposit.

- 5.7.6. Bidder has to submit Performance Security for contract period as described at **caluse-12** of RFP.
- 5.7.7. If the successful bidder fails to furnish the Performance Security (Security Deposit) within the stipulated period as specified in the Agreement (**Article 9**), then the Earnest Money deposit shall be liable to be forfeited, in addition to any other actions as per terms and conditions stipulated in the bid-documents.
- 5.7.8. The Earnest Money deposit of all unsuccessful bidders will be returned to the unsuccessful bidders within 7days of award of LOA by APSRTC to the successful bidder. **Successful bidder EMD will be converted into part of Performance Security (PS).**
- 5.7.9. The Bid Security (EMD) of a Bidder shall be forfeited in the following events:
- 5.7.9.1 If a Bidder withdraws/modifies/changes the proposal during the period of Bid validity in case of a Successful Bidder.
- 5.7.9.2 If a Bidder fails to acknowledge the LOA with in 7 days of receipt of LOA by the successful bidder.
- 5.7.9.3 If the Bidder fails to sign the Agreement within the stipulated time as specified by the APSRTC.
- 5.7.9.4 Successful Bidder fails to furnish the required Performance Security (Security Deposit) as per **clause 12** within stipulated time in accordance with RFP terms set forth herein.
- 5.7.9.5 In case of a fraudulent offer and involved in fraudulent or corrupt practice as per RFP terms.
- 5.7.9.6 In the event, Bidder, after the issue of communication of acceptance of his bid by APSRTC, fails/refuses to start/execute the work as herein the Bidder shall be deemed to have abandoned the work/contract and such an act shall amount to and be construed as the Bidder's calculated and wilful breach of contract, the cost and consequences of which shall be to the sole account of the Bidder and in such an event APSRTC shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.
- 5.7.9.7 In case of occurring any other event as may be specifically stated in the RFP document.
- 5.7.9.8 Non-adherence of any of the RFP clauses.

5.8 Bid validity:

- 5.8.1 Bids shall remain valid for a period of **180 days** after the date of opening of Price Bid. APSRTC reserves the right to reject a Bid as non-responsive if such Bid is valid for a period less than Bid Validity Period and APSRTC shall not be liable to send an intimation of any such rejection to such Bidder.

5.8.2 In exceptional circumstances, prior to expiry of the original bid validity period, APSRTC 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 and APSRTC shall not forfeit his Bid Security.** A bidder agreeing to the request will not be required or 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.

6.0 General

6.1 OEM Member - One OEM can be member of one consortium of a lot.

6.2 Number of Bids By Bidder

6.2.1 Each Bidder can submit e-bids for any number of "Lots" but can submit only one bid for a given Lot. Each depot is treated as one lot for all purposes i.e., from bidding stage to agreement stage.

6.2.2 Any Bidder is not entitled to submit another Bid for a given LOT, either individually or as members of another Consortium, directly or indirectly through an Associate of any other Bidder, as the case may be.

6.2.3 If a Bidder submits or participates in more than one Bid as in **clause 6.2.2**, such proposals shall be disqualified and rejected.

6.3 Rejection of Bid

6.3.1 A Bid is likely to be rejected by APSRTC without any further correspondence, as non-responsive, if:

6.3.2 Technical and/or Financial Bid is not submitted online in the manner as prescribed in the **Instructions to Bidders** Section (**clause-3**) of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document; or

6.3.2.1 Technical and/or Price Bid is not submitted in the bid-forms Annexed in the RFP Document;

6.3.2.2 Price Bid (except DD of EMD, RFP Fee, signed copies of RFP and all annexures 1-10, 12,13,14) is submitted physical form;

6.3.2.3 Bid Security and RFP Fees does not conform to the provisions set forth in this RFP;

6.3.2.4 Price Bids which are incomplete or not submitted in accordance with Price Bid format;

6.3.2.5 In case of fraudulent Bid and involved in fraudulent and corrupt practice as per **clause 18**.

6.3.2.6 Each bidder shall submit only one bid for a given LOT, subject to clause 6.2. A

- bidder who submits or participates in more than one bid for one LOT under this RFP will be disqualified.
- 6.3.2.7** In case fleet provider/operator/OEM cannot produce Homologation certificate as part of Bid.
 - 6.3.2.8** Failure to produce the offered/base model/variant for inspection.
 - 6.3.2.9** If the offered/base model/variant doesn't meet the requirements as per 'Homologation'.
 - 6.3.2.10** Even though the Bidders may meet the Eligibility and Qualification Criteria (i.e., Financial and Technical Capability criteria), they are subject to be disqualified for any of the following reasons:
 - i. Misleading or false representation in the forms, statements and attachments submitted under this Tender/RFP.
 - ii. 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, consistent history of litigation awarded against the bidder or financial failure due to bankruptcy.
 - iii. Bidder or its Associate is blacklisted/barred by any Government Agency in India or abroad.
 - 6.3.3** Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.
 - 6.3.4** In addition to the foregoing, in the event a Bidder makes an effort to influence APSRTC in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.
 - 6.3.5** Bidders may specifically note that while evaluating the Bid, if it comes to APSRTC'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 proposal then the Bidders so involved are liable to be disqualified for this contract as well as future bids/contracts.
 - 6.3.6** Even though the Bidder meet the required Eligibility and Qualification criteria as specified in RFP, it is subject to be disqualified if Bidder or any of his/her constituent partner/s, director/s have:
 - 6.3.6.1** made misleading or false representation in the forms, statements, and attachments submitted;
 - 6.3.6.2** Been debarred or terminated or blacklisted by Central Govt, organization / State Govt, organization/APSRTC / Any Municipal Corporation / ULBs etc.
 - 6.3.6.3** If, any of the directors, partners or the proprietor has a criminal history or
 - 6.3.6.4** Bidder has been convicted by any court of law for any of the offenses under any Indian laws.
 - 6.3.6.5** If, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.

6.4 Governing Law and Jurisdiction

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

6.5 Transfer of Maintenance Depots

The Maintenance Depots along with equipment, charging stations, transformers, machinery, building, structures, hardware, software and other assets comprising the Maintenance Depots shall, be transferred to the Authority upon completion of contract period or Termination except e-Buses and chargers.

7.0 Documents and Suggestions/Objections:

7.1 Clarification to RFP Documents

- 7.1.1** Bidders requiring any clarification on the RFP may notify Judicial Preview Commission by email at the address provided in the Bidding Schedule. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified.
- 7.1.2** The directions of Hon'ble Judge are final in this matter and no correspondence will be made. As per the directive of the Hon'ble Judge, the revised RFP and other documents will be uploaded on <https://www.mstcecommerce.com/eproc>
- 7.1.3** Verbal clarifications and information given by APSRTC or its employees or representatives shall not in any way or manner be binding on the APSRTC.
- 7.1.4** Not sending Queries/asking clarifications shall not be a cause for disqualification of a Bidder.

7.2 Amendment of Bidding Documents

- 7.2.1** At any time prior to the Bid Due Date, the APSRTC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum/Corrigendum with the prior approval of Hon'ble Judge/Judicial Preview.
- 7.2.2** Addendum will be appended and loaded in AP e-commerce portal and APSRTC website only and no individual replies will be given.
- 7.2.3** In order to give the Bidders a reasonable time for taking an Addendum in to account, or for any other reason, the APSRTC may, in its sole discretion, extend the Due Date of Submission, Preparation and Submission of Technical Bid (Eligibility and Qualification Submissions) and Price Bid.

8.0 Preparation and Submission of Technical Bid and Price Bid

8.1 Bid/Eligibility

- 8.1.1** The Technical Bid / Eligibility and Qualification Documents and all related correspondence and documents in relation to the Bidding Process shall be in **English** language.
- 8.1.2** All supporting documents and printed literature furnished by the Bidders with the technical Bid/Eligibility and Qualification Submission may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.
- 8.1.3** For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 8.1.4** The Bidders shall ensure that any number mentioned in the 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 word format shall be taken into consideration for evaluation.

8.2 Format and Signing of Bid

- 8.2.1** The Bidder shall provide all the information sought under this RFP. APSRTC will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable for rejection.
- 8.2.2** The uploaded Bid documents shall be signed by the authorized signatory of the Bidder in each page of RFP. In case of a Consortium, this signature shall be that of the Authorised Signatory. The signature of the authorized signatory shall bind the Bidder to the contract.
- 8.2.3** The signed pages shall be scanned and uploaded at designated place. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. Each page of the Bid must be numbered at the right-hand top corner.
- 8.2.4** The Bid must be properly signed by the authorized signatory (the "Authorized Signatory") as detailed below:
 - 8.2.4.1** by the proprietor, in case Bidder is a proprietary firm; or
 - 8.2.4.2** by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a Corporation or a Partnership firm.
- 8.2.5** In case of the Bidder being Company incorporated under Indian Companies Act 1956, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.
- 8.2.6** All prices and other information having a bearing on the price shall be

written both in figures and words in the prescribed Proposal form. In case of discrepancy, the price given in words shall be considered.

8.3 Sealing and Marking of Technical Bids/Eligibility and Qualification submission:

8.3.1 The Bidders shall submit Price Proposal along with Annexure 11 Online only at <https://www.mstcecommerce.com/eproc> and Technical proposal & related documents shall be submitted in both online & physical form as per the specified time and date.

8.3.2 Following Documents shall only be submitted in Hard Copy to APSRTC in sealed envelope at the address and time limits specified in the Bidding Schedule.

- RFP Fee.
- Earnest Money Deposit as mentioned in the RFP
- Signed copy of RFP including Annexures 1-10,12,13,14(shall sign on all pages)

8.3.3 Following shall be superscripted on the Physical Submission of RFP **with Lot details:** "Request for Proposal (RFP) - For Selection of Fleet Provider/Operator for Procurement, Operation and Maintenance of ---- numbers of 9M/12M Fully Built AC Electric Buses on Gross Cost Contract basis for APSRTC." (For Lot- - & Depot)

8.3.4 Physical Submission of the above documents mentioned at **clause 8.3.2** shall be made by Hand Delivery before the specified date and time at C&B Section, APSRTC, RTC House, Vijayawada.

8.3.5 All the original documents to be uploaded as part of technical bid shall be **colour scanned**. All stampings etc. shall be displayed clearly. The documents shall be scanned in JPEG or PDF formats and should be visible clearly.

The Bidders shall submit Technical Proposal & related documents in both physical & online and Price Proposal in Online only at <https://www.mstcecommerce.com/eproc>

Sl.No	Submission	Formal as per Annexure	Signed and original scanned copies of Documents to be uploaded online
1	RFP Fees & EMD	As per clauses 5.6 and 5.7,	<ul style="list-style-type: none"> ➤ RFP Fees and EMD as per clauses 5.6 and 5.7 Scanned copies to be uploaded online and also Hard copies shall be submitted through Hand Delivery. ➤ RFP & addendum/corrigendum shall be signed on every page and uploaded to the web site beside submitting in hard copies as per 8.3.2
2	Technical Bid (Uploaded online & also hard copies to be submitted to this office before bid opening date and time)		
3	Technical Bid for E-bus Procurement, Operations and Maintenance of 9M/12M Fully Built AC Pure Electric Buses on Gross Cost Contract Basis for APSRTC	<p>Annexure 1 to 14 (except Annexure-11)</p> <p>(As per prescribed Format – However if Bidder/Consortium wish to submit additional information shall add the same)</p>	<ul style="list-style-type: none"> ➤ Technical Bid/ Eligibility and Qualification Submission. Copies of RFP, Addendum, if any, signed sealed by the authorized representative. Cover letter -Annexure-1. ➤ General Information of Bidder along with Bidder's constituting documents such as Certificate of Incorporation, Sales tax/ GST registration, Partnership deed as may be applicable and as specified in Annexure-2. ➤ For Bidders bidding as Consortium, such information may be furnished for Financial Capability Statement (Annexure-3) along with Audited Annual accounts for last three years and any other document. ➤ For Bidders bidding as Consortium, such information may be furnished for each member of the Consortium as applicable as ownership/operations experience (Annexure-4) along with documentary ownership/operational experience. ➤ Bus Manufacturing Experience (Annexure-5). ➤ No black listing certificate (Annexure-6). ➤ Statement of deviation in Annexure-7. ➤ Authorization in terms of Power of attorney/Board or Partner Resolution (Annexure-8) ➤ PoA for Lead Member of Consortium (Annexure-9). (For Consortia only). ➤ Joint Bidding Agreement for Consortia (Annexure-10) (For Consortia only). ➤ Manufacturer Authorization Form-MAF (Annexure-12) ➤ Self Certification for non-operation on infringing routes of APSRTC (Annexure-13) ➤ Certification for Minimum Average Annual Turnover (MAAT) from Chartered Accountant (Annexure-14) ➤ Bus Specifications and Battery specifications as per Chapter II. ➤ Bus Type Approval certificate including Homologation Certificate approved by Institutions such as CIRT/ARAI/. ➤ Any certification that it has obtained for the vehicles or its parts been tested at reputed institutes like Central Institute of Road Transport, Pune/ Central Power Research Institute, Bangalore.
4	Price Bid	Annexure 11	To be filled up Online Only

8.4 Due Date of Bid Submission

8.4.1 The last date and time of submission of the Technical Bid and Price Bid ("the "Due Date of Submission") is specified in the table given in Bidding Schedule.

8.4.2 The APSRTC may, in its sole discretion, extend the Due Date of Submission by issuing an Addendum uniformly for all Bidders. In such event, all rights and obligations of APSRTC and Bidders subject to the earlier deadline will thereafter be subject to the Due Date of Submission as extended. Any such change in the Due Date of Submission shall be notified to the Bidders by dissemination of requisite information in this behalf in writing either by uploading on MSTC's website <https://www.mstcecommerce.com/eproc> as Addenda.

8.5 Late Bids

8.5.1 Bidders not able to make online submissions of their bids on Bid Due Date ("Due Date of Submission") shall be summarily rejected.

8.5.2 Bidders who make any physical submission apart from that specified in **clause 8.3.2** shall be summarily rejected.

8.5.3 APSRTC shall not be responsible for non-receipt / non submission of any bid / any documents owing to any technical issue at online web portal. **The bidders are requested to make online submission well in advance.**

8.6 Modification and Withdrawal of Bids

8.6.1 Bidders shall not be allowed to modify any part of their Bid after the Bid Due Date ("Due Date of Bid Submission")

8.6.2 The Bidder may modify or substitute its Technical Bid and Price Bid after online submission, prior to the Bid Due Date.

8.6.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Due Date of Submission, unless the same has been expressly sought for by the APSRTC, shall be disregarded.

9.0 Eligibility and Qualification Criteria

All bids will be considered responsive as described earlier in order to be considered and fit to be evaluated. As a first stage of evaluation for responsive bids, technical bids shall be evaluated. In case the Bidder is a consortium then it must meet Consortium, criteria specified in **clause 4.2 & 4.3,5** along with Eligibility and Qualification Criteria specified hereunder. Bidders whose technical bids are found to be meeting Eligibility Criteria and Qualification Criteria will progress to the next stage of Price Bid opening.

9.1 Eligibility Criteria (Pre-Qualification Criteria)

The following Eligibility Criteria shall apply to all Bidders:

- 9.1.1** The Bidder or and all members of a consortium shall be legally competent to enter into a contract as per prevailing Indian law, and must be either:
- 9.1.1.1** a company incorporated under the Companies Act, 1956 (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time), (Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted) Or
- 9.1.1.2** Partnership firm registered under The Indian Partnership Act (Copy of registered Partnership Deed should be submitted) or
- 9.1.1.3** A registered proprietary firm in India (Copy of Sales tax/GST registration, EPF registration, Shop registration certificate, as may be applicable, should be submitted)
- 9.1.1.4** The Bidder/s or its parent/subsidiary/sister concern shall not have been blacklisted by any Government Agency, or involved in any criminal cases and not covered by even bankruptcy proceedings 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. In this regard, a **Self Attested Anti blacklisting certificate** is required to be provided (**Annexure 6**).
- 9.1.1.5** Any foreign firms constituted under respective foreign law not registered in India are not allowed to participate in the Bidding.
- 9.1.2** The prospective bidder/fleet provider /operator must be one having GST registration within the State of Andhra Pradesh and without which not eligible to bid, so that the State Government shall not suffer loss of revenue. The prospective bidder/fleet provider/operator is liable to produce proof of its GST registration within the State of Andhra Pradesh as one of the eligibility criteria of technical bid qualifications and in case not already registered and undertakes by affidavit to cause register before signing of agreement can be considered, however without which not eligible for bid acceptance even declared as successful bidder even under reverse tendering process and for such default not only forfeiture of EMD, but also made liable for other civil and penal consequences.
- a. Certificate of GST Registration in AP or an undertakes by affidavit to cause register before signing of agreement shall be uploaded along with Technical Bid Documents,
- 9.1.3** The Operator is liable to furnish GST paid on the various assembled components or by-products of the equipment of the e-bus with charging equipment and devices. Failure to furnish the GST payment particulars Authority shall entitle to deduct GST at source on every respective bill payment made which includes all components as per Section 15(2) of GST Act, 2017. So far as said GST liability, it is as per the rates of tax applicable if the contract is not exempted from GST concerned, the tax component in so far as works and service contracts for GST as on date is as per G.O.Ms.No.58, Finance(WR.I), Department, dt.08-05-2018 and relevant GOs/ Circulars/

Clarifications being issued from time to time by Government of Andhra Pradesh.

- 9.1.4** The Services of Bidder should not have been terminated by APSRTC or any other Government/Semi-Government or Public Institution in India or abroad, before the completion of respective Contract Period for which it has executed the Project or in the process of execution of such project, on account of its poor performance, delay or abandonment of work by the Bidder. If such instance shall be found by APSRTC during bid process or period thereafter, then APSRTC at its sole discretion may reject the Bidder or terminate the Agreement.
- 9.1.5** A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. **Conflict of Interest is specified / defined in Clause-20.**
- 9.1.6** The bidder or member of consortium shall have Provident Fund Code No. from the Provident Fund authorities, register with the respective authority of labour department under Section 3 of Motor Transport Workers Act 1961 and other applicable laws.
- 9.1.7** Only the Bids of the Bidder meeting above Eligibility Criteria shall be considered for assessment of next stage of assessment of Qualification Criteria.

10.0 Evaluation Process

10.1 Opening of Technical Bid/ Eligibility and Qualification Submission

- 10.1.1** The APSRTC shall open the online Technical Bids/ Eligibility and Qualification Submission received to this RFP, at the time and date specified in the RFP, at the place specified in RFP and in the presence of Technical Evaluation Committee.
- 10.1.2** The bids for which the price bid is not submitted online shall be considered as Non- responsive and shall not be opened.
- 10.1.3** **Bids for which a notice of withdrawal has been submitted in accordance with RFP shall not be opened. The EMD paid may be refunded but not the cost of RFP paid.**
- 10.1.4** The Bidder's names, the presence or absence of requisite RFP Fees, EMD and such other details as APSRTC in its sole discretion may consider appropriate, shall be announced at the opening of Bid/ Eligibility and Qualification Submission.
- 10.1.5** The APSRTC will subsequently examine and evaluate Bid/ Eligibility and Qualification Submission in accordance with the provisions set out hereunder in this RFP.

10.2 Evaluation of Technical Bid/ Eligibility and Qualification Submission

The Bidders shall be required to upload scanned copies of documents as listed in this RFP document along with supporting documents. The APSRTC

shall examine and evaluate the Bid/ Eligibility and Qualification Submission as per the evaluation steps specified below.

10.2.1 Responsiveness for RFP Fee, Timely and proper Submission

10.2.1.1 Prior to evaluation of Eligibility and Qualification Submissions/Technical Bid, the APSRTC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- i. The **Technical** and Price Bids are submitted online properly.
- ii. Technical Bid is accompanied with RFP Fee and EMD amount as specified in RFP.
- iii. Physical submission of RFP fee and EMD **along with RFP documents and addendums with required annexure (RFP & Addendum)** is made within specified timeline and in valid format matching with online submission.
- iv. The Bid is received by Bid Due Date including any extension thereof pursuant hereto;
- v. It contains all the information (completed in all aspects) as requested in this RFP and/or Bid documents (in the formats same as those specified in the RFP);
- vi. It does not contain any conditionality or qualification; and
- vii. It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.

10.2.1.2 The APSRTC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the APSRTC in respect of such Bid.

10.2.1.3 Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

10.2.2 Assessment of Eligibility Criteria

10.2.2.1 The APSRTC shall examine and evaluate the eligibility of each Bid upon determining its responsiveness as per clause above.

10.2.2.2 The Bidder must meet Eligibility Criteria specified in the RFP and have uploaded all scanned copies of all documents and also submitted in physical form, in order to qualify for next stage of assessment.

10.2.2.3 Assessments of Qualification Criteria of only those Bidders shall be carried out whose Bids are meeting Eligibility Criteria and uploaded scanned copies of all required documents pursuant to sub clause 2) above.

10.2.3 Assessment of Qualification Criteria

10.2.3.1 The APSRTC shall examine and evaluate the qualification of each Bid upon determining its eligibility as per sub clause 10.2.2 above.

10.2.3.2 The Bidder must meet Qualification Criteria as specified in the RFP in order to qualify for Price Bid Opening Stage.

10.2.3.3 The Technical Bids/ Eligibility and Qualification Submission of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria shall

be declared Eligible and Qualified Bids (the "Eligible and Qualified Bids"/ "Eligible and Qualified Bidder").

- 10.2.3.4** In case the bidder is not able to submit the documents required demonstrating capability of the bus procurement and/or the bidder is not able to satisfy the APSRTC with regards to clarifications/ information/ confirmations sought from the Fleet Provider/Operator, the APSRTC, at its sole discretion, can consider such bids ineligible for next stage of opening of price bid.
- 10.2.3.5** Price bids of the bidders only those who are meeting eligibility and qualification criteria will be opened on the date specified in RFP. If for any reason, there is delay in opening of the price bid the same will be informed to the qualified bidders in advance.
- 10.2.3.6** The APSRTC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to 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 of the tender.
- 10.2.3.7** **If the Bidder meets the above said Technical Qualification conditions and clause 4.3.1.4 & 9.1.2.a** then only Trial Run, will be conducted of the offered/base model/variant of 9M or 12M (Type-I/Type-II/Type-III) respectively with respective range and load as mentioned in technical specifications for which homologation is obtained, then only eligible bidders will be declared.

10.3 Opening of Price Bids & Reverse Auction

- 10.3.1** After the evaluation of Technical Bid/ Eligibility and Qualification Submissions has been completed, shall open the Price Bids of only those Bidders who's Bid determined to be responsive, meeting Eligibility Criteria and Qualification Criteria and submitted all required documents as per the requirement of RFP. Decision of APSRTC in this regard will be final. Price Bids of those Bidders whose Technical Bid, not meeting Eligibility and/or Qualification Criteria and/not submitted required RFP fee and/or Bid Security shall stand rejected and shall not be opened.
- 10.3.2** Price Bids of those Bidders whose Technical Bids are accepted and successful completion of trial run, shall be opened online, in the presence of Evaluation Committee.
- 10.3.3** After opening of the financial/price bid and having a price discovery i.e lowest rate quoted per kilometre as per cl 3.5.2, the eligible bidders will be allowed to participate in Reverse Auction.
- 10.3.4** The system will take the L1 bid price as base price for reverse auction.
- 10.3.5** On completion of the reverse auction, the bidder quoted the lowest rate per kilometre for a given lot will be adjudged as **preferred bidder** with lowest rate, for that particular lot.
- 10.3.6** Reverse auction will start on as given in Bid Schedule with auto time extension **of 10mins.**
- 10.3.7** **Reverse auction decrement is 5 paise.**

10.4 Clarification of Bids and Request for additional/ missing information

During evaluation of Bids, APSRTC may, at its discretion, ask the Bidder for a clarification or to submit additional or missing information to his Bid. The request for clarification or submission of information and the response shall be in writing. If the response from the bidder is not received by APSRTC before the expiration of the deadline prescribed in the written request, APSRTC reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

10.5 Evaluation of Price Bid and Award

10.5.1 Price Bid of only those Bidders meeting requirement shall be opened online.

10.5.2 Bidders are required to quote per Kilometre Charges as per indicative Price Bid format in **(Annexure 11)** on line, in respect of cost payable to such Bidder by APSRTC towards Procurement, operation and maintenance of each type of Bus. All prices shall be in Indian Rupees.

10.5.3 In case of the Bid of the Lowest Bidder in Reverse Auction is found seriously unbalanced by APSRTC in relation to the market rate or its internal estimate or Good Industry Practice, the APSRTC shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the Preferred Bidder and/or all Bidders to demonstrate the internal consistency of those prices.

10.5.4 **"Market Rate"** shall mean prevailing Per Km rate for the e-buses with similar quality and specifications anywhere in India.

"Internal Estimate" shall mean per km rate prepared by APSRTC through its internal estimates

"Good Industry Practice" shall mean the use of cost that would reasonably and ordinarily be expected from a skilled and experienced Transporter engaged in Bus Operations anywhere in India.

10.5.5 In case of the Reverse Bid Price of the Preferred Bidder, which is unrealistically lower or unrealistically higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

10.5.6 Bidders are not allowed to withdraw their last bid in reverse auction.

10.5.7 The APSRTC however does not bind itself to accept the most preferred bid before and it reserves the right to accept or reject any bid, in whole or in part.

10.5.8 The APSRTC, shall declare the Preferred Bidder as **Successful Bidder** if its bid is most favourable and shall enter into Concession Agreement with the Successful Bidder.

10.5.9 The Successful Bidder is required to open the **Project Office** at respective operations centres and adequately trained and qualified manpower should be deployed for this project.

10.5.10 **The contract may be awarded even in the case of a single overall bid or even a single qualified bid at the discretion of the APSRTC.**

11.0 Notification of Award

- 11.1** Within 15 days of Reverse Auction completion, the APSRTC will notify the Preferred/successful bidder to be confirmed in writing by registered/ speed post/email that his bid has been accepted. This letter (hereinafter called 'Letter of Award/Acceptance') shall furnish the rate per Km (i.e., Kilometre Charges) which the APSRTC will pay to the Fleet Provider/Operator in consideration of operation and maintenance services as per terms of Contract. LOA shall also specify likely E-bus Deployment/Delivery Schedule.
- 11.2** The notification of award through LOA will constitute the formation of the contract which shall be formalized and detailed further through the Concession Agreement as executed by the parties.
- 11.3** The Letter of Award (LOA) dispatched through 'Speed Post/ Regd. post/ Fax/courier/email or by hand shall constitute the formation of the Contract.
- 11.4** Prior to the expiry of the period of Proposal validity, the APSRTC shall notify the Preferred Bidder, by issuance of a Letter of Award (the "LOA"), in duplicate, and the Preferred Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Bidder is not received by the stipulated date, the APSRTC may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Preferred Bidder as Damages on account of its failure to acknowledge the LOA, **and the next eligible Bidder may be considered.**
- 11.5** The Letter of Award shall stipulate the sum of quoted fee and performance security (Security Deposit) which the Fleet Provider/Operator shall pay/furnish to the APSRTC.
- 11.6** APSRTC shall issue LOA for the number of e-buses (in the lots allotted to the preferred bidder based on the rate competitiveness) of 9M/12M AC fully built Electric buses to the Fleet Provider/Operator.

12.0 Performance Security (PS)/(Security Deposit- SD)

- 12.1** The Successful bidder shall furnish Performance Security (Security Deposit) within One (1) month from the date of LOA, in the form of Bank Guarantee, from a Nationalized/ Scheduled Bank for an amount (as furnished hereunder) forming part of the Agreement.

Depot	Description	Value in Crore ₹.
Waltair	LOT 1	5.0
Vidyadhrapuram	LOT 2	2.5
Amaravati (Guntur)	LOT 3	2.5
Kakinada	LOT 4	2.5
Tirupati Ghat	LOT 5	2.5
Tirupati- Intercity		

- 12.2** Even after completion of penal/cure period, if the Bidder fails to furnish the performance security within 3 months from LOA, APSRTC will forfeit the EMD and cancel the contract or any part thereof.
- 12.3** APSRTC shall be entitled to forfeit the amount of the Performance security (Security Deposit) in whole or in part in the event of any default, failure or neglect on the part of the Fleet Provider/Operator in the fulfilment or performance and obligation in all respects of the Agreement as per the provision set forth in the Agreement.
- 12.4** If the contract is terminated for reasons other than which can be attributable to the Fleet Provider/Operator, the Performance Security(Security Deposit) shall, subject to the APSRTC's right to receive amounts, if any, due from the Fleet Provider/Operator under this contract, be duly discharged and released to the Fleet Provider/Operator.
- 12.5** The Performance Security (Security Deposit) shall remain in full force and effect during the entire Contract period and 180 days thereof that would be taken for satisfactory performance and fulfilment in all respects of the contract. On the performance and completion of the contract in all respects, the Performance Security will be returned to the Fleet Provider/Operator without any interest.
- 12.6** BG of Performance Security shall be valid for 12½ years from the appointed date.
- 12.7** The bidder/ fleet provider as per R.F.P has to provide the performance security by bank guarantee, which can be renewed in advance year to year or in alternative years or in one phase for total contract period or part of it and beyond for 6 months of contract period and for any extended period as the case may be and further made clear that any non-renewal in advance by the fleet provider of Bank Guarantee shall be treated as non-furnished as a mandatory conditional default for termination of contract without prejudice to take other legal recourse by penalty, compensation, blacklisting etc. as the case may be.

13.0 Signing of Concession Agreement

- 13.1.a** The Successful Bidder(s) would be required to execute the Concession Agreement, with such terms and conditions as specified in **Chapter IV** Concession Agreement of the RFP and any additional terms may be considered necessary by the APSRTC at the time of finalization of the Concession Agreement. Such Agreement shall also have all correspondence between APSRTC and the Successful Bidder and additional clauses and/or provisions that further explain or clarify provisions of this RFP, or certain provisions which APSRTC may be required to include as per law or being a publicly owned institution, as per its practices. APSRTC hereby reserves the right to modify the terms of the Agreement.
- 13.1.b** The signing of the Concession Agreement shall be completed within **1 (one) month** of the issuance of the Letter of Award to the Successful Bidder, duly

furnishing the Performance Security as per clause 12.1 above.

13.1.c In case of failure of the Fleet Provider/Operator to furnish Performance Security and enter into an agreement within the time stipulated at sub clause (b) above, action will be initiated as per agreement clauses.

13.1.d Even after completion of cure period, after the stipulated time of **3 (three) months** from date of LOA, if the Fleet Provider/Operator fails to enter into agreement by furnishing the Performance Security, the LOA given to the Fleet Provider/Operator stands cancelled and the Bid Security/EMD paid by the Fleet Provider/Operator will be forfeited.

13.2 Expenses for the Concession Agreement

Any and all incidental expenses such as Stamp Duty etc., for execution of the Concession Agreement shall be borne by the Successful Bidder.

13.3 Annulment of Award

Failure of the Successful Bidder to submission of Performance Security and adjustable Security Deposit as per RFP terms and any other requirements and /or the provisions of the Concession Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

13.4 Failure to abide by the Concession Agreement

The conditions stipulated in the Concession Agreement shall be strictly adhered to by the Fleet Provider/Operator and any violation thereof by the Fleet Provider/Operator may result in termination of the Concession Agreement without prejudice to any rights available to APSRTC upon such termination as set forth in the Agreement.

14.0 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the APSRTC 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, the APSRTC and/ or their employees/representatives on matters related to the Bids under consideration.

15.0 Payment to Bidder

15.1 In consideration for undertaking the Project, the Authority shall pay the Fleet Provider/Operator, based on the total distance travelled by each e-bus, operated by the Fleet Provider/Operator ("Bus Kilometers") in fulfillment of the Fleet Provider/Operators obligations duly deducting penalties, if any, on monthly basis. The Fee is exclusive of power consumption charges for e-buses. MV Tax, personnel cost of conductor and VTS charges. **The GST applicability if any will be borne by APSRTC.**

- 15.2** Route lengths of each schedule will be furnished by APSRTC, if the bidder wants confirmation of the route length, a joint survey will be conducted as per APSRTC procedure in vogue with the successful bidder and the payments will be arranged accordingly. The route lengths of each schedule shall be attested by the successful bidder.
- 15.3** Route survey may be conducted either on the request of Bidder or APSRTC whenever there is permanent deviation of route course. Increase or decrease in kms of operation will be considered for payment on the events of temporary deviation due to exigencies/road blocks.
- 15.4** The GCC Rate finalized will be reviewed every **6 (six) months** from Appointed Date of the Lot, on the basis of variation in WPI & CPIIW as per agreement **clause no.22.5.5**. The formula is as hereunder:

Revised GCC rate = Previous GCC rate * [1 + (0.2 * CPI IW) + (0.6 * 0.4 * WPI)]

16.0 Training

- 16.1** Under skill development Program Fleet Provider/Operator shall provide training to the employees of the Authority, as and when required or if the Fleet Provider/Operator requests the Authority for engaging the Authority's employees and the Authority agrees for the same the Fleet Provider/Operator shall provide training to the staff of the Authority.
- 16.2** Employees to be Trained per e-bus shall be as follows:
- 16.2.1** Drivers - 2
- 16.2.2** Maintenance staff - 1
- 16.2.3** All Officers & Supervisors of the respective APSRTC depot
- 16.3 Costs of training** The Fleet Provider/Operator shall bear the cost of training, including the faculty and training material.

17.0 Confidentiality

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 retained by professional advisor advising the APSRTC in relation to, or matters arising out of, or concerning the Bidding Process. The APSRTC 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. The APSRTC 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 the APSRTC or as may be required by law or in connection with any legal process.

18.0 Fraudulent and Corrupt Practices

- 18.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Not with standing anything to the contrary contained herein, the APSRTC may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process
- 18.2** Without prejudice to the rights of the APSRTC under **Clause 18.1** here in above, if a Bidder is found by the APSRTC 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 the APSRTC during a period of **2 (two) years** from the date such Bidder is found by the APSRTC.
- 18.3** For the purposes of this clause, the following terms shall have the meaning here in after respectively assigned to them:
- 18.3.1 "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 the APSRTC) 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 the APSRTC, 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 the APSRTC to any matter concerning the Project;
- 18.3.2 "Fraudulent practice"** - misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- 18.3.3 "Coercive practice"** - 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;
- 18.3.4 "Undesirable practice"**
- i. establishing contact with any person connected with or employed or engaged by the APSRTC 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

18.3.5 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

19.0 Site Visit and verification of information

Proposers are encouraged to submit their respective Proposals after visiting the Authorities Office and ascertaining for themselves the availability and condition of passenger traffic, location, availability of power, fare and its sensitivity, applicable laws and regulations, and any other matter considered relevant by them. It shall be deemed that by submitting a Proposal, the Proposer has:

- 19.1** made a complete and careful examination of the Proposal Documents;
- 19.2** received all relevant information requested from the Authority;
- 19.3** accepted the risk of inadequacy, error or mistake in the information provided in the Proposal Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above;
- 19.4** satisfied itself about all matters, things and information including matters referred to in Clause hereinabove necessary and required for submitting an informed Proposal, execution of the contract in accordance with the Proposal Documents and performance of all of its obligations there under;
- 19.5** acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Proposal Documents or ignorance of any of the matters referred to RFP provision hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the Service Provider;
- 19.6** acknowledged that it does not have a Conflict of Interest; and
- 19.7** Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 19.8** The Authority 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 RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

20.0 Conflict of Interest

- 20.1** A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another

company/firm, or in each other.

20.2 The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows.

20.2.1 If Bidder is a Company: In such case, the Bidder (including its Member or Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds:

21.2.1.1 more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or

21.2.1.2 more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm, and/or

21.2.1.3 Other Bidder, its Member or Associates which is a Proprietorship Firm.

20.2.2 If Bidder is a Partnership Firm: In such case , the Bidder or its Partners or Associate having profit sharing of more than 25% of such Bidder or its Partners or Associate as the case may be also holds;

20.2.2.1 more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or

20.2.2.2 more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm, and/or

20.2.2.3 Other Bidder, its Member or Associates which is a Proprietorship Firm.

20.2.3 If Bidder is a Proprietorship Firm

20.2.3.1 In such case , the Bidder or its Proprietor or Associate of such Bidder or its Proprietor or Associate as the case may be also holds;

- i. more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or
- ii. more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm, and/or
- iii. Other Bidder, its Member or Associates which is a Proprietorship Firm.

20.2.3.2 It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956.

- i. a constituent of such Bidders is also a constituent of another Bidders; or.
- ii. such Bidders receives or has received any direct or indirect subsidy from any other Bidder/s, or has provided any such subsidy to any other

- Bidders; or
- iii. such Bidders has the same legal representative for purposes of this Bid as any other Bidders; or
 - iv. such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidders;

21.0 Non-Exclusive Clause: Corporation reserves the right to induct e-buses as per their requirement owned by itself or any other firm/ individual/ group/ consortiums at any time during the contract period.

22.0 Miscellaneous

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

22.2 The APSRTC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

22.2.1 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;

22.2.2 consult with any Bidder in order to receive clarification or further information;

22.2.3 retain any information and/ or evidence submitted to the APSRTC by, on behalf of, and/ or in relation to any Bidder; and/ or

22.2.4 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.

22.3 It shall be deemed that by submitting the Bid/ Eligibility and Qualification Submission, the Bidder agrees and releases the APSRTC, 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.

Chapter II

TECHNICAL SPECIFICATION OF ELECTRIC BUSES

1. Introduction:

- 1.1. Authority intends to select the Fleet Provider/Operator to procure, operate & maintain - electric buses, installation of substations & related equipment, electric charging stations including electrical and civil works etc, **50 nos.** of 9M and **300 nos.** of 12M AC fully built electric buses. These Specifications are to outline a bus design that shall be energy efficient, environment friendly, safe and efficient and shall meet the following standards:
 - 1.1.1. Excellent passenger comfort
 - 1.1.2. Ergonomically designed driver's work area
 - 1.1.3. Ease of repair and maintenance of the bus
 - 1.1.4. Aesthetically designed interiors and exteriors.
 - 1.1.5. Ease of boarding and alighting for all passengers
- 1.2. The Bidder shall comply with all applicable Central, State and local laws (including Acts& Regulations).
- 1.3. The e-bus shall meet all applicable Central Motor Vehicles Rules (CMVR) of India, APMVR/Govt. Safety Norms, Emission & other norms applicable at the date of supply. In the event of any conflict between the Requirements emanating from these Specifications and those as per any statutory/legal Requirement, etc. in force, the statutory/legal Requirement shall prevail.

2. Homologation certificate:

- 2.1. Bidder should submit Homologation certificate for offered/base model variant issued by VRDE/ARAI/ICAT/CIRT or equivalent any other approved agency/Organization for e-bus with respective range as mentioned in Technical Specifications, along with Bid submissions. Proto type bus homologation shall be furnished before final inspection of the e-bus.
- 2.2. Completion of Conformity of Production (COP) from DHI for eligibility of Demand Incentive under phase-II of FAME India.
- 2.3. Renewal & revalidation of the above certificate has to be done and produce every year.

3. Design Features of the e-bus:

- 3.1. The design shall be developed in S.I. Units (System International).
- 3.2. The full forward control Electric bus shall have right hand drive.
- 3.3. Apart from the technical Specifications mentioned in this part of the document, e-bus shall be designed and manufactured in accordance with the below Specifications -

- 3.3.1. 'Code of Practice for Bus Body Design and Approval (**AIS 052**)' hereinafter referred to as the Bus Code, as applicable to e-buses in India
- 3.3.2. "Code of practice for Electric Propulsion System"- 'Battery Operated Vehicles - Safety Requirements and Type Approval as per **AIS 048 & AIS 049** as applicable to battery operated vehicles in India.
- 3.3.3. The material used in the construction of buses shall be as per Bureau of Indian Standards (BIS)/Automotive Industry Standards (AIS) Specifications and/or other international Specifications meeting/surpassing the Performance & other Requirements as given in the Bus Code. In the absence of the above Specifications, Association of State Road Transport Undertakings (ASRTU) Specifications could be followed. Wherever Indian standards are not available, internationally acceptable standards may be referred. Specifications/standards followed shall conform to the Specification/Standards as amended /updated or the latest published by the concerned agencies.
- 3.3.4. The bus shall be so designed to maintain operational stability Requirement as per Bus Code. Interior noise and pass by noise of the vehicle shall conform to **IS: 12832:2010** or latest and **IS: 3028:2018, 10399: 1998** or latest respectively.
- 3.3.5. Suggestions made by APSRTC at the time of inspection of first e-bus which will be the prototype, Fleet Provider/Operator is to make it through company or any other sources at its own discretion.
- 3.4. The bus body design shall be a proved design duly evaluated by the agencies authorized as per CMVR/Central Institute of Road Transport, Pune (CIRT) using Finite Element Analysis for the above loads / Performance Requirements for values for the above loads / conditions / Performance parameters as given in subsequent paragraphs. (certificates in this regard to be submitted as proof)
- 3.5. The bus structure shall meet the Requirements of structural strength, stability, deflection, vibration etc.
- 3.6. The bus, loaded to Gross Vehicle Weight (GVW), with crush load and under static conditions, shall not exhibit deflection or deformation that impairs the operation of the steering mechanism, doors, windows, passenger escape mechanisms and service doors.
- 3.7. The bus shall be designed to carry commuters with ease of boarding and alighting especially for women, senior citizens and specially-abled persons.
- 3.8. The bus design shall be eco-friendly and energy efficient.
- 3.9. The bus shall be of a proven design suitably modified to the climatic & operational conditions, infrastructure and road conditions as in the Ghat route of Tirumala- Tirupati and also on other routes proposed.
- 3.10. The bus design shall meet all statutory Requirements applicable for the Ghat route. Besides meeting the statutory Requirements, the bus shall be designed with respect to its body and different aggregates/systems/subsystems to operate satisfactorily for at least 12 years.
- 3.11. Any other provisions/fitments required for safe and efficient operation and/or for fulfilling statutory Requirements must be provided in the offered bus.

4. Power Train:

- 4.1. Electric bus shall have adequate power to obtain desired Performance with respect to its adequacy of power, acceleration levels etc.
- 4.2. E-bus should be able to operate efficiently at ambient temperatures of 0-50 deg centigrade, humidity level from 5% to 100% and altitude levels of over 1000 meters of Tirumala and also other routes as proposed.
- 4.3. Cooling system: To be provided as per the CMVR norms &ARAI/ CIRT.

5. Air conditioning:

- 5.1. AC e-buses shall have AC unit as part of the fully built e-bus
- 5.2. Air conditioning system is to be roof mounted.
- 5.3. Bidder shall provide adequate capacity Air Conditioner of min. **26KW** for 9M & min. **33 KW** for 12M.
- 5.4. The relative humidity inside the bus shall be a max of 65% and a minimum of 35%.
- 5.5. Ducting for air conditioning shall be so placed such that there is even cooling along the entire length and width of the bus interior.
- 5.6. The noise levels of AC system shall be as required under the Central Motor Vehicle Rules (CMVR)/AIS/any other Indian standards.
- 5.7. In case of AC failure, proper air ventilation like roof hatches E2 numbers shall be provided as per the specifications in **AIS:052**
- 5.8. Windows: Sealed windows of Toughened glass of 4.8 to 5.3 mm thickness.

6. Interiors:

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

7. Paints:

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

8. Color scheme:

Exterior, interior colour schemes including floor vinyl colour and logo/graphics shall be selected & painted as directed by the APSRTC. Information, on the

seats, for their reservation for persons with disabilities, women, senior citizens, shall be marked as per the details provided by the APSRTC. APSRTC logos should be visible on all three sides of bus. APSRTC Emblem should be on both sides of the bus. APSRTC slogans are to be provided inside/outside of the bus as approved by APSRTC.

9. Windows:

Window glass shall be of pasted type visual light transmittance should of 50% minimum as per rule (CMVR 100(2)).

10. First aid kit

First aid kit complete with items, medicines, bandages etc. shall be provided as per the provisions of CMVR 4d fitted near driver seat at appropriate position and level on side with proper reinforcement.

11. Tool kit

The manufacturer shall provide a suitable tool kit and other mandatory items as per CMVR (4b)/ other applicable rules, comprising common tools and other essential items required. The complete list of tools in the tool kit to be supplied with every bus shall be supplied by the manufacturer. One Hydraulic Jack per bus of a capacity of at least 10 Ton as per design of the bus shall also be supplied.

12. Intelligent Transport System (ITS)-AIS 140:

The bus should be fitted with ITS systems meeting the UBS II Specifications as mentioned in technical specifications. It shall consist of the following sub systems, but not limited to:

- One integrated OBU (Online Bus Unit)/ Integrated Control Unit (ICU) as per the UBS II norms should be installed.
- Passenger Information System (PIS) –Automatic next stage announcement audio and video and through public announcement system provided at the driver
- Security camera network system (SCN)
- 4 or 8 channel minimum 2 TB DVR for recording and storing one month's data
- Vehicle Health monitoring and diagnostics (VHMD)
- Real Time Information and Management System with ETA
- Emergency Alarming System (Panic buttons)
- Fire detection and alarm system as per the rules in force at the time of fabrication
- LED Destination boards for front and rear and one in the saloon for audio & visual announcement/display of stages

12.1. Electronic route destination display system:

Alphanumeric Dual Display Technology coloured LED based electronic route display system of high intensity illumination with automatic brightness control along with audio, video display system in English and Telugu shall be installed at the front, side, rear and in saloon of bus as per the following details. All types of e-buses shall have 4 LED destination boards.

12.1.1 Front Destination Board:

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

12.1.2 Side Destination Board and Rear Destination Board:

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

12.2. Inside Display Board (behind the driver partition):

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

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

12.3. Specifications of LED Destination Boards

- a. UV Resistant
- b. Operating temperature range -25° C to 85° C
- c. Relative humidity of upto 90%,
- d. Ingress Protection Grade of IP 65/55
- e. Cabinet shall be Powder Coated
- f. Amber color LED of 3.8/5.2 elliptical
- g. Non volatile memory in absence of power
- h. Dominant wave length – 591 -595 nm
- i. Lens – UV Resistant diffused 4 mm size min
- j. Display language – English & Telugu

S No	Description	Front LED	Side/LED	Saloon
1	Display Size (Excl Frame)	220x900 mm (16rows x 96columns)	220 mmX900 mm	100 mm x 800 mm
2	Display Type	Fixed / Scrolling / Alternate		
3	Pitch	Max 13.4 x 14.1	Max 10.5 x 14.1	Max 8 x 8
4	Viewing Angle	Horizontal - Min 120 ⁰ and vertical - min 60 ⁰		45 ⁰ All around
5	Visibility	Minimum 50 ' all weather		
6	LED Intensity	400-700 mCd at 20 mA		Min mCd

12.4. CCTV cameras:

- 12.4.1. Three hi-resolution CCTV cameras and one reverse camera to be installed in the e-buses. These hi-resolution CCTV cameras shall be installed each one at 'A' pillar facing towards front road view, one above the passenger entrance door from inside facing towards driver seat, one above driver door from inside facing towards the passenger & forth one in the passenger compartment. Minimum 4 cameras.
- 12.4.2. 4 or 8 channel (as required) minimum 2 TB DVR for recording and storing one month's data shall be provided.
- 12.4.3. Shall provide LCD Display of 7" TFT with arrow keys & number buttons, 800x480 or better resolution, live view play back, viewing angle of 70°/70°/50°/70° (L/R/U/D).

12.4.4. Specifications of CC Cameras:

Characteristics	Minimum Specs	
	Indoor	Outdoor
Quality of Image	Min 5 MP progressive-scan HD CMOS, 1920X1080	Min 2 MP, 1920x1080 pixel
Frame rate	30 fps	
IP Rating	IP 66	IP 67
Field of View	Horizontal – 36 ⁰ -88 ⁰ Vertical – 27 ⁰ -67 ⁰ Diagonal – 44 ⁰ -110 ⁰	Horizontal – 38 ⁰ -95 ⁰ Vertical – 22 ⁰ -53 ⁰ Diagonal – 43 ⁰ -108 ⁰
Day/night Operation	The camera should provide day/night functionality, automatically switches to night mode in low light scenes.	
Minimum illumination / light sensitivity	Colour mode: F1.2 @ 0.4 lux Black & white mode: F1.2 @0.2 lux	Colour mode: F1.2 @ 0.5 lux Black & white mode: F1.2 @0.03 lux with IR illuminator
Lens	3 – 9 mm DC – Iris	3.6 – 9 mm or better
Operating temp	-10°C – 60°C	
Humidity	0% - 95%	
Video Compression	H.264 motion & above	
Infrared Capacity	Built in infrared LEDs with range of 10-30 m auto day/night	

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

12.5.1. GPS linked to command & control centre (CCC)

12.5.2. Cameras linked to CCC

12.5.3. Sensors for disaster management

12.5.4. Electronic display

12.5.5. Footfall monitoring system

12.5.6. User feedback app

12.5.7. ITS features as per UBS II Specifications shall be provided in each bus by the Fleet Provider/Operator. Provision for ITS and Vehicle controller Unit (VCU) is mandatory so that they can be connected with Command and Control Centre to be able to track and monitor in real time the status of the bus. All systems in the bus shall be able to integrate with CCC. All the protocol documents shall need to be provided to APSRTC for further IT integration.

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

The authority shall procure and install other ITS features, IVMS system and Dedicated Short Range Communication system including their integration with the Command & Control System (CCC) in the e-bus in future course of time at its own cost. The Bidder should facilitate the fixation of above systems including their integration with CCC at no additional cost. Provisions (physical,

hardware, software or any other) to be made in the e-bus for the same.

12.7. Charging Stations:

- 12.7.1 The charging equipment must be CE Certified.
- 12.7.2 The charging equipment before delivery, should be type tested as per **AIS 138**
- 12.7.3 AC charging stations shall comply with the requirements as specified in **AIS 138 (Part- 1)** as amended from time to time or **IEC 61851-22**; Provided that in case of compliance to **IEC 61851-22**, additional compliance for changes as per **AIS 138 – Part 1** shall be demonstrated.
- 12.7.4 DC charging stations shall comply with the requirements as specified in **AIS 138 (Part 2)** as amended from time to time or **IEC 61851-23** Provided further that In case of compliance to IEC 61851-23, additional compliance for changes as per **AIS 138 – Part 2** shall be demonstrated
- 12.7.5 As and when technology changes Fleet Provider/Operator has to upgrade to the latest technologies so as to meet the Industry standards towards interoperability of chargers.

12.8. Other Requirements:

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

- a) The buses shall be pure electric air-conditioned e-buses. They shall be operated on electrically charged batteries.
- b) Batteries shall be of high quality and quick chargeable with flame proof technology for passenger safety, validated by third party testing centers approved by Government of India
- c) The 33 KV or 11 KV substations & related equipment and charging stations including related electrical and civil works shall need to be provided by the Fleet Provider/Operator under this Contract as per the Requirement of the e-buses. (Proposal to be provided for fast & slow charging along with no. of chargers and locations).
- d) APSRTC would provide the space for setting up of the infrastructure of the substation and charging stations and associated accessories to the e-bus supplier. Charging facility/charging stations to be provided by the Bidder.
- e) The Fleet Provider/Operator shall ensure ready stock of critical components such as battery, motor etc. so that the daily operation of e-buses is not affected and the maintenance work can be easily done.
- f) Weight of the battery will have to be provided along with the Gross Vehicle Weight of the e-bus.
- g) The e-buses should be environment friendly and produce zero/minimum

emission as possible. The e-buses shall be highly energy efficient and shall not contribute to pollution levels. The e-bus should be assembled in India with minimum 35% of localization achieved.

- h) Top speed of the vehicle **shall be as per the Government regulations**. Suitable speed governance mechanism to be fixed in e-bus.
- i) Turning radius of the e-buses to be specified
- j) Dealership/ maintenance of ACs of e-buses should be available in Vijayawada/Visakhapatnam/ Kakinada/Tirupati/Guntur.
- k) Provision of passenger information system with destination boards and announcements.
- l) All lights and interiors should be LED however Head Lights can be bulb type.
- m) These electric buses shall comply with the notion of Zero Emission and relevant tests clearances should be received by the Supplier from relevant authorities as mentioned in the CMVR/ **AIS 049**. Relevant environmental clearance Certificates should be submitted by the Supplier to the Authority.
- n) Operator has to provide training to the drivers and other personnel.
- o) **Trial Performance:** The Bidder should arrange for trial operation of offered/base model/variant with all mandatory technical specification as per RFP.

13. Audio Entertainment System:

All the e-buses shall have audio entertainment system of the latest technology for passenger infotainment. The entertainment system of Intra-city e-buses shall also include FM radio

14. Phone charging for push back seat buses at the side of all seats

15. Technical Specifications to be provided by Fleet Provider/Operator as per the annexure below

Electric Bus Minimum Specifications		Annexure
Model	9M AC	12M AC
Floor Height (mm)	900-1150 ± 30	900-1150 ± 30
Overall length (mm)	8900-10000	12000 ± 100
Width (mm)	2600 as per CMVR	
Height (mm)	Max. height should be 3800 as per CMVR	
Minimum ground clearance in mm at GVW	As per UBS2 Specs(Min. 240 mm between the wheel base from skirt to ground & Min. 170mm at Axles)	
Seating Capacity	All seats should be forward facing 38 + Driver (Min); 2 x 3 seating pattern; with one passenger door ahead of Front Axle with clear aperture of 650 mm.	All seats should be forward facing with cushion & FR grade fabric, 40 + Driver (Min); 2 x 2 seating pattern; and Lot wise number of doors as specified at the end of the table.
Chassis		
Transmission/Gear drive	Automatic transmission	
Brake system	Dual circuit full air brakes, with front & rear drum/disc or front disc & rear drum type arrangement. Graduated hand controlled, spring actuated parking brakes acting on rear wheels. Mandatorily disk brake in front. ABS/EBS whichever is applicable shall be provided	Dual circuit full air brakes, with Front & Rear disc type arrangement or disc at front and drum at rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels. Mandatorily disk brake in front. ABS/EBS whichever is applicable shall be provided
Electrical regeneration	Required	
Steering System	hydraulic Power Steering (electrically assisted)	
Suspension type		
Suspension type	Front – Weveller or Air suspension with min 2 air bellows and Rear - Air suspension with 4 bellows;	

Anti-roll bars/stabilizers	Both front and rear. However, if independent front suspension is used, antiroll bar is not required.	
Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear	
Controls (optional)	Electronically controlled air suspension System	
Vehicle Performance Specifications		
Minimum operation range per e-bus per Day with single charge	180 km with Passenger Load, AC and under traffic conditions throughout the entire contract period for 80% SOC	250 km with Passenger Load, AC and under traffic conditions throughout the entire contract period for 80% SOC
Acceleration 0-30 kmph	Less than equal to 10.5 sec	
Maximum rated speed	As per CMVR	
Maximum Speed with speed limiting device	Shall provide SLD and speed shall be as per the Government regulations from time to time	
Emission Norms	zero emissions	
Motor operational Requirements	Motor should be able to operate efficiently at ambient temperatures of approximately 0 to 50 degree centigrade, humidity level from 5% to 100%, and altitude levels of more than 1000 meters, generally operating in the semi arid zone/hilly region prevailing in the area.	Motor should be able to operate efficiently at ambient temperatures of approximately 0 to 50 degree centigrade, humidity level from 5% to 100%.
Electric motors positioning	suitably positioned as per Homologation Certification	
Power consumption	shall be ≤1.0 kWh/km	shall be ≤1.2 kWh/km
Gradability	17% (as per CMVR)	
Turning radius	10.0 M	12.0 M
Electrical System		
Life cycle of battery	Min. 4000 cycles(desirable)	
Electrical wiring & control - type	min. requirement as per AIS: 052/153specs besides as specified separately under ITS Specifications	
Safety	short circuit protection/over temperature protection/ lightening protection and earth leakage circuit breakers if necessary	

Fire retardancy	all material used inside the e-bus, should be fire retardant as per IS 15061:2002		
Mobile charging points	required at the side of all seats	required at the side of all seats	
Transmission			
a) Automatic with torque convertor. Neutral during stops. b) Automated manual c) Manual - synchromesh - forward speeds (minimum 5) & constant mesh on reverse gear	Purchaser to select any one transmission system. (any e-bus delivered after 1st April, 2015 will mandatorily have either automatic or automated manual transmission system)		
Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission)		
Tyre (ARAI approved brand)	As per CMVR	Steel radial tubeless of size 295/80R 22.5	
Bus body			
Body Description	bus body shall meet AIS 052 Specifications		
Air Conditioner (only cooling)	For up to 50 degree of saloon temperature		
Air Conditioner capacity	Min. 26 KW	Min. 34 KW	Min. 34KW
Air Conditioner make - preferable	Eberspaecher/JTAC	Eberspaecher/JTAC	Eberspaecher/JTAC
Clear passenger Door Aperture(Minimum when measured from the edge of the door flap)	650 mm (single flap in-swing or JK)	Min 650 mm (single flap in-swing or JK)	
Doors	1 Door on left side of the vehicle ahead of Front Axle or Behind FA	1 Door on left side of the vehicle ahead of Front Axle	

Luggage space	parcel racks/hat-racks to be provided and if possible, luggage space may be provided	luggage booth not required.	sufficient luggage booth to be provided in addition to parcel racks/hat-racks
Doors & Door Mechanism			
Operating mechanism	Electro pneumatically controlled		
Maximum opening closing time in seconds per operation	4		
Positions of door controls	As per AIS 052		
Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory		
Maximum first step height(mm) from ground-unladen position	400		
Maximum height(mm) of other steps - Door ahead of rear axle	250		
Safety glasses and fittings			
Front windscreen (laminated) glass	Single piece laminated safety glass, plain, flat/curved with curved corners with PVB film IS 2553 (Part-2)-2019/latest. Standard designs for each variant of e-buses to be followed.		
Rear Windscreen	Single piece flat/curved toughened glass- plain/flat/curved at centre & curved at corners IS 2553 (Part-2)-2019/latest.		
Size	Standard designs for each variant of e-buses to be followed		
Glass Specification	Toughened glass IS 2553 (Part-2)- 2019/latest		
Glass thickness	4.8-5.3 mm		

Window & other glasses - material	Toughened as per IS 2553 (Part-2)-2019
Specifications, thickness etc.	4.8-5.3 mm thickness
Usage of emergency exits	Provision of hammer for breaking of emergency glass and emergency exit doors
Material Specifications to be followed	
CR Tubular sections	IS:4923-2017 (or latest) of Grade YSt-240
Phosphating Galvanizing	IS:3618-1966 (or latest) Class A-2 for Phosphating & IS:277- 2018 or latest - 120 gsm for Galvanizing (Zinc Coating) and two weeks (336 hours) Salt Spray Test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%.
EPDM Rubber	As per AIS 085
Glasses	Laminated: IS: 2553 (Part-2)-2019 (or latest) Float Glass, Front 'AA' Grade Glass, PVB Film in Laminated Glass.
	Toughened: IS 2553 (Part-2)-2019 (or latest)
Aluminium Parts	IS:733-1974 (or latest) for Solid Part, IS:1285-1975 or latest for Extruded Round Tube and Hollow Part and IS:738-1977 or latest for Drawn Tubes, Alloy 63400, tempering WP.
Paint	PU Paint as per relevant IS: 13213:1991(or latest) & any other relevant BIS Standards. For Matt Black Paint the Gloss Value is upto 30 units.
LT Wire	IS: 2465-1984(or latest). DIN 72551- Dimensional Test JISC3406- Spark, Immersion & Conductor Resistance Test, SAE J 1127 & J 1128
Aluminium Sheet	IS:737-2008(or latest), Aluminium Alloy H-2/31000
CR sheets	IS:513-2016 Part 1(or latest)
GI Sheets	IS:277-2018 (or latest),Class-VIII Medium Coating of Zinc Nominal Weight120 grams/M2.
Passenger Seat Assembly	As per AIS-023 , Bus Code & BIS Standards. For MS components two weeks (336 hours) Salt Spray test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%.

Floor surface material	12 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 1.2 gms/cc conforming to IS 3513(Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board IS:710-2010/ latest and fire retardant as per IS:5509-2000 (IS15061:2002)
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Passenger Door & Seat Requirements (Type II Category):

Description	9M, 900-1150 mm floor height		12M, 900-1150 floor height			
	Tirupati (Ghat)	Inter-city Tirupati	Waltair	Vidyadharapuram	Amaravati (Guntur)	Kakinada
No of Buses	50	50	100	50	50	50
Seating Capacity Minimum	38+D	35+D	43+D-Fixed seats 37+D-Push Back	43+D	48+D	37+D-2x2 seats 48+D-2x3 seats
No of Doors Type-2 - 1 door, Front or Middle	Type-2 -50 e-buses (either ahead of FA or Middle-Behind FA)		Type-2 – 100 e- Buses (Front)	Type-2 – 50 e-Buses (Front)	Type-2 – 50 e-Buses (Front)	Type-2 – 50 e-Buses (Front)
Seating Pattern & no. of buses and Seat Back	2x3 – 50 e-buses Fixed High Back	2x2 – 50 e-buses Fixed High Back	2x2 – 30 push back seats 2x2 – 70 Fixed High Back	2x2 – 50 Fixed High Back	2x3 – 50 Fixed High Back	2x2 – 21 push back seats 2x3 – 29 Fixed High Back

Annexure I

(See Clause – 3.3.36 & 5.1.13.3 of RFP)

Vehicle Delivery Schedule

The Vehicle Delivery Schedule will be furnished to the successful bidder/fleet provider as per the assured delivery capacity of the firm.

Annexure II

(See Clause – 3.3.37, 5.1.2 & 5.1.3 of RFP)

Deployment Proposal for 350 E-buses–Lot-Wise - FAME-II

Lot	City	Name of the depot	No. of e-buses	Scheduled Kms per lot per annum	Avg. assured kms/annum per lot	Avg. assured kms/annum per e-bus
1	Visakhapatnam	Waltair	100	1,26,47,980	1,13,83,182	1,13,831
2	Vijayawada	Vidyadhrapuram	50	52,69,870	47,42,883	94,857
3	Amaravati	Guntur	50	57,28,310	51,55,479	1,04,110
4	Kakinada	Kakinada	50	67,24,030	60,51,627	1,21,032
5	Tirupati (Ghat)	Alipri	50	58,10,800	52,29,720	1,04,594
6	APSRTC (Tirupati)		50	71,51,591	64,36,432	1,28,729

Note:- Details of Schedules, frequency and other details will be furnished before uploading the document in MSTC Portal.

Lot no: 1 Waltair depot Summary of E- bus operations: 100 Buses - FAME – II									
Sl. No	Route	Type	R/L (kms)	No. of Buses	No of Round trips /	Total kms per day	AVU	Running Time	Intermediate charging point
								HH:mm	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Lot no: 2 Vidhyadharapuram depot Summary of E- bus operations: 50 Buses - FAME – II

Lot no: 3 Guntur depot Summary of E- bus operations: 50 Buses - FAME – II

Lot No: 4 Kakinada depot Summary of E- bus operations: 50 buses - FAME-II									
Sl.No	Route	Type	R/L (kms)	No. of buses	No of Round trips/ day	Total kms per day	AVU	Running Time	Intermediate charging point
								HH:mm	
1									
2									
3									
4									
* Present level of operation of the lot- 93%									
* As per DHI norm KMs per annum for the lot - 60 Laks									

Lot No: 5 Alipiri depot (Tirupathi Ghat) Summary of E- bus operations: 50 buses - FAME-II									
Sl.No	Route	Type	R/L (kms)	No. of buses	No of Round trips / day	Total kms per day	AV U	Running Time	Intermediate charging point
								HH:mm	
1									

Lot No: 5 Alipiri depot (Inter City) Summary of E- bus operations: 50 buses - FAME-II

Annexure III

(See Clause –3.3.37, 3.3.48, 5.1.2 & 5.1.3 of RFP)

Schedules

Bidder has to maintain the frequency at origin and destination as furnished and accordingly has to draw the schedules. The pdf file is enclosed with lot-wise details.

Annexure IV
(See Clause – 3.3.84 of RFP)
Advertisement Guidelines

The Fleet Provider/Operator may display advertisements on the E-buses in accordance with the proposal approved and any instructions issued by the Authority in regard thereto, and provisions of Applicable Laws. The advertisement period **shall be in** co-terminus with the Contract period.

No display of negative content in advertisement shall be permitted on the E-buses irrespective of the time of the day and scale of the advertisement. Such negative content/ advertisement include but is not limited to:

- (a) advertisements prohibited by the Applicable Law and/or any Government Instrumentality including but not limited to the Advertisement Council of India;
- (b) advertisements of goods or services which are prohibited by Applicable Law;
- (c) advertisements of political parties or religious groups;
- (d) advertisements of any kind of prohibited drugs, alcohol and all kinds of tobacco products for smoking;
- (e) advertisements containing pornographic contents and/ or an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- (f) advertisements containing sexual overtone and/ or nudity;
- (g) advertisements glorifying exploitation of women or child;
- (h) advertisements showing violence and cruelty to either human being or any kind of plant or animal;
- (i) advertisements showing racial abuse to any caste or community or propagating ethnic differences;
- (j) advertisements related to lottery tickets, sweepstakes entries and slot machines;
- (k) any other advertisement policy or regulation as may be notified by the [State/Central] Government from time to time;
- (l) advertisements that are derogatory towards or portray a negative image of public transport or other forms of sustainable transport; and any other advertisement found inappropriate by the Authority

Fleet Provider/Operator shall at all times ensure that no part of the e-buses including but not limited to the external and internal colour, body of the e-buses or any part thereof are damaged due to advertisement stickers or any other form of display material. The Fleet Provider/Operator shall ensure that the advertisements are displayed in such a manner that it does not obstruct partially or completely, the visibility from inside and outside of the e-buses.

Annexure V
(See clause 3.3.102 of RFP)
AP Govt GOs

- G.O.MS.No. 74 Dated: 08-06-2018 Government of Andhra Pradesh Abstract - Industries & Commerce Department – “Electric Mobility Policy 2018-23” – Industries and Commerce (P&I) Department
- G.O.MS.No. 69 Dated: 27-12-2018 Government of Andhra Pradesh Abstract - Motor Vehicles- Central Motor Vehicles Rules, 1989 – Exemption from payment of registration fee prescribed under Rule 81 of Central Motor Vehicles Rules, 1989 in respect of motor vehicles operated with batteries or ultra capacitors or fuel cells and registered on or before 07th June, 2023 (As per G.O.MS.No. 70 Dated: 27-12-2018) – Transport, Roads & Buildings (Tr.I) Department

Chapter III

Documents to be submitted by Bidder

Annexure 1

Cover Letter

{On bidder's letterhead/ Lead Member in case Bidder is a Consortium} (Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures.)

Dated:

To,

Commissioner, PTD,

Ex-officio Vice Chairman & Managing Director,

Andhra Pradesh State Road Transport Corporation

RTC House, PN Bus Station,

VIJAYAWADA

Sub: Submission of Bid for Request for Proposal (RFP) for Selection of Fleet Provider/Operator for Bus Procurement, Operation and Maintenance of _____numbers of Fully Built 9M/12M AC Electric Buses on Gross Cost Contract basis at _____ Depot(LOT-)- Reg.

Dear Sir,

1. Having examined the 'Instructions to Bidder', Scope of Services, terms and conditions, Annexure and Content of the RFP, we undersigned, hereby submit /our Bid for the aforesaid project. Our Bid is unconditional.
2. We are bidding as Consortium. The names of our Consortium Members are as follows: (Please provide names)

OR

We are bidding Individually.

3. We acknowledge that the APSRTC will be relying on the information provided in the Bid and the documents accompanying such Bid for pre-qualification of the Bidder for the aforesaid project, and we certify that all information provided in the Bid/Eligibility and Qualification Submission is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
4. We shall make available to the APSRTC any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. We acknowledge the right of the APSRTC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
7. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in

terms of the provisions of this RFP, we shall intimate the APSRTC of the same immediately.

8. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the APSRTC in connection with the selection of selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
9. We agree and undertake to abide by all the terms and conditions of the RFP document.

For and on behalf of

Signature

Name

Designation

Bidding Organization / Lead Member

Date

Place

Round Stamp/Seal

Name of Non lead member organization in case it is a consortium:

Annexure 2

General Information to Bidder

{On bidder's letterhead} [All Consortium members should provide in case Bidder is a Consortium]

1. Bidders name and contact details.

- i. Name of the Bidder and Organization:
- ii. DIN of Bidder
- iii. Nature of Entity (company /partnership/Proprietorship, etc.):
- iv. Address of Registered Office:
- v. Phone and E-mail:
- vi. Main Line of Business with experience:
- vii. Details of top ten shareholders / partners along with their share (if information of this nature is not already present in Annual Reports shared)

2. Bus Manufacturer related Documents

- i. Registration Certificate of Factory and License for manufacturing of E-buses
- ii. Evidence of e-bus manufacturing facilities
- iii. Quality Certificate (from reputed/ recognized Firm) - Certificate No. - Date of Validity
- iv. Details of Safety Critical Items with their Type Approval Certificate No. and Date (wherever applicable)
- v. Quality Management System Certification (e.g. ISO: 9001-2000)
- vi. Quality System Certification (e.g. ISO : 16949-1999)
- vii. Environment Management Certification(ISO:14001-1996)
- viii. ARAI accreditation, ISO certification,
- ix. ESIC and Employee Provident fund -EPF registration number and ® Capabilities/Preparedness may be verified through Site visit.

3. Any Technology Partner related Documents

« Registration Certificate of Factory and License for manufacturing of Batteries/Electric System, Quality System Certification, Environment Management Certification

4. Copy of the Registration of the bidder (Certificate of Incorporation, Memorandum of Article, Article of Association, Partnership Deed, GST Registration copy, Shops and Establishment Dept. Certificate, etc. as may be applicable) (to be attached separately).

Annexure 3

Financial Capability Statement

On Statutory Auditor's letter head} [In case of Consortium, all members should provide Net worth Certificate]

I hereby declare that I have scrutinized and audited the financial statement of M/s.-

--

The Net worth* of the bidder (name of the Bidder) as on [] as per Audited statement is as follows;

Year (as mentioned in or equivalent)*	Net worth (INR Crore)**		
	Bidder	Members	Total
31st March, 2020			

*To be provided from latest available Audited statement. Audited Annual Report to be attached.

** for the purpose of Net worth Calculation, it is defined :Net worth*: = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets) (Signed and Sealed by the statutory auditor)

ENCL.

- (1) Copy of latest available Audited Annual Reports for last three years as applicable or as per Financial Year/Calendar Year followed by the bidder firm.
- (2) Document showing relationship of Bidder with members.

Annexure 4
Undertaking for Vehicle Ownership or Operational Experience (Transporter)
{On bidder's letterhead}

[Transporter either as part of Consortium shall provide experience statement and evidences. If Other Members of Consortium may also provide experience statement and evidence if it has relevant Bus Operation/Ownership Experience.]

I hereby declare that our company/firm has experience of operation of following number of vehicles through ownership or contractual right.

For Ownership experience for required no. of vehicles (for at least immediate six months period)				
Period of Ownership	No. of vehicles owned by the bidder	No. of vehicles owned by the member	Total	Relationship with the member as per the definition provided in the RFP

- i. Copy of RC books for owned vehicles is to be attached here with.
- ii. RTO ownership certificate.
- iii. Document showing relationship of Bidder with the member.

For Operation experience for required no of vehicles (for at least immediate six months period)				
No. of vehicles operated through contract by the bidder	No. of vehicles operated through contract by the member	Total	Relationship with the memembr as per the definition	
Details to be submitted in the table. 1. No. of vehicles contracted 2. Contract period 3. Contract Date and number. 4. Name of the client	Details to be submitted in the table. 1. No. of vehicles contracted 2. Contract period 3. Contract Date and number. 4. Name of the client			

- i. The copy of contract document/Letter of Award / Letter of Intent
- ii. Completion certificate / Interim Satisfaction Certificate from the client for respective contract if available
- iii. Document showing relationship with the member as per the definition of given in the Technical Qualification criteria
- iv. In case operation contract is held in partnership/JV/Consortium, the JV/Consortium agreement copy specifying the share of each partner in the JV must be submitted

Annexure 5

Bus Manufacturing Experience

- i. Details may be given for all types of Buses supplied by Bidder in past five years.
- ii. Details are to be furnished for the supplies made by the Bidder or its principal in three years prior to the year in which the date of Opening of Bid falls.

s. No.	Contract placed by (full name & Address of Organization)	Contract No. & Date	Description and Quantity of Buses Ordered	Date of Completion of Delivery (as per Contract)	Documentary evidences (Purchase Order/ Letter of Award / Bus or Chassis Purchase Agreement / work Completion certificate)
1	2	3	4	5	6

*: Copy of the documentary evidences, signed by the Authorized Signatory shall be attached.

SIGNATURE AND SEAL OF THE BIDDER/BUS MANUFACTURER

Annexure 6

No Blacklisting Certificate

{Notarization is required}

Format of self certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value)

[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)/ GoAP / 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 captioned 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).

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 7

Statement of Deviation from Technical Specifications

We hereby state the deviations from the E-bus Technical Specifications in our offer. We understand that the APSRTC has the right to discuss these deviations with us before finalization of Technical Bid and before final bid aware. We understand and accept that in the event of material deviation, our bid is likely to be rejected.

S. No.	Technical Specification Clause Reference and Provision	Deviation proposed	Rationale thereof

Signature and Seal of the Bidder

Annexure 8

Format of Power of Attorney for Authorized Signatory to Bid

(Applicable in case of bid not being signed by the person directly authorized by Board of the firm. In the later case, please provide a copy of the relevant Board Resolution/Partner Resolution signed by Company Secretary/ Director/ Partner Authorising Signatory.

{On Requisite Stamp Paper}[All Consortium Member should provide in case Bidder is a Consortium]

KNOW ALL MEN by these presents that we, ...[name of the Company/partnership firm], a company incorporated under the Companies Act 1956/2013,/ Firm having partnership deed as per partnership act and having its Registered Office/ office at[Address of the Company/partnership firm] (hereinafter referred to as "Company/firm"):

WHEREAS in response to the Request for Proposal (RFP) for Selection of Fleet Provider/Operator for Bus Operation and Maintenance of ____numbers 9M/12M Fully Built AC Electric Buses on Gross Cost Contract basis at _____ Depot. As per the Scope of Work specified in RFP, the Company/ firm is submitting Bid Comprising Eligibility and Qualification Submission for the project, and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr----- S/o ----- resident of----- , holding the post of ----- as the Attorney of the Company/firm.

NOW KNOW WE ALL BY THESE PRESENTS, THAT _____[name of the company/firm] do hereby nominate, constitute and appoint [name & designation of the person].....as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/ firm in its name and on its behalf, that is to say :

To act as the Company's/firm's official representative for submitting the Bid Comprising Eligibility and Qualification Submission for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, Bids, representations and

correspondence necessary and proper for the purpose aforesaid;

To RFP/bid documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the Company/Partnership firm as necessary for the purpose aforesaid

The common seal of [name of the company/ Partnership firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on — Day of —in the presence of

[name & designation of the person],

[name & designation of the person]

and countersigned by [name & designation of the person]
of the Company/firm of [name of the company]

[name& designation of the person]

Annexure 9

Format of Power of Attorney to Lead Member of Consortium

{To be provided in case Bidder is a Consortium}
{On Requisite Stamp Paper}

Whereas the ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION, (the "APSRTC") has invited bids from Interested parties for the (Name of the RFP)(the "Project"). Whereas, -----and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and APSRTC to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s having our registered office at , and M/s , having our registered office at , and (Hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s , having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the APSRTC, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with the APSRTC. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS.....DAY OF....., 20....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title) (Executants)

(To be executed by all the Members of the Consortium)

Accepted

(Signature, name, designation and address of the Attorney)

Notarised

Witnesses:

1.

2.

Annexure 10

Joint Bidding Agreement for Consortium

{On Requisite Stamp Paper}

(To be provided by Consortium)

The Bidder bidding as Consortium shall provide a Joint Bidding Agreement between the consortium members specifying the followings:

- (1) Convey the intent to Consortium Agreement as per Chapter IV of RFP, which would enter into the Contract Agreement and subsequently perform all the obligations of the Fleet Provider/Operator as per Agreement terms , in case the Project is awarded to the Consortium;
- (2) Clearly outline the proposed roles and responsibilities, if any, of each member
- (3) Tenure of Joint Bidding Agreement (ATLEAST TILL Bid Validity Period)
- (4) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Fleet Provider/Operator in relation to the Project during Contract Period.
- (5) The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
- (6) No change in composition of the Consortium shall be permitted during the Bidding Process and during the Contract Period subject to Concession Agreement conditions, in case the Project is awarded to the Consortium.

Annexure 11

Indicative Format of Price Bid

(To be submitted Online only at <https://www.mstcecommerce.com/eproc> **If Bidders submit Price Bid in physical form their bids will be rejected**)

a. Per Km Rate in ₹

Sl. No.	Item	9M - e- Bus for Ghat	9M - e- Bus for Intercity	12M e-Bus
1	Depreciation Cost for Bus			
2	Depreciation Cost for Battery Charging stations, related			
3	Manpower Cost			
4	Energy Expenses			
5	Repair and Maintenance Cost			
6	Insurance			
7	Cleaning			
8	Financing/Interest Cost			
9	Other Cost (Water, Electricity and other overhead cost etc., pl specify)			
10	Profit			
11	Any other (please indicate)			
12	Base Rate (Total of 1 to 11)			

b. Bus Procurement and Charging Infrastructure cost

Bidder must submit estimated cost of E-bus in the following manner for purposes of claiming subsidy under phase-II of FAME India Scheme. This will not be used in Price comparison of different bids.

Procurement cost with Subsidy:

Sl. No	Components	Localization Percentage *	Aggregate Procurement Cost E-buses
1	Electric 9M /12M AC E-bus		
2	Charging Infrastructure		
	Total (1+2)		

The Operator / Fleet provider will be solely, responsible for proving the localisation percentage claimed by him in the bid for phase-II of FAME India Scheme Compliance purposes, and in the event that he is not able to do so as per applicable FAME and DHI, GoI guidelines, the risk will be with the Fleet

Provider/Operator and no compensatory relief would be granted in the rates on in any other manner.

- c. Monthly Delivery capacity of the bidder to APSRTC for this LOT : ____
- d. Lead time required for starting the supplies
- e. Delivery Schedule will be given based on monthly delivery capacity to APSRTC.
- f. However, as per DHI guidelines all e-buses shall be supplied within one year from LOA, hence Bidder has to furnish delivery schedules accordingly.
- g. Power consumption of e-buses (kWh/km):

Model	Power Consumption
9M AC e-bus	<
12M 900-1150 mm AC e-bus	

- h. Bill of Material (Cost of components of e-bus: (Amounts in Rs)

Sl No	Unit	Cost
1	Battery	
2	Traction Motor	
3	Rear axle	
4	Front axle	
5	Air suspension	
6	Transmission (if provided)	
7	Steering & Vane pump	
8	AC unit	
9	Body cost	
10	Air Compressor	
11	Multiplex wiring harness and related	
12	ITS related (LED boards, ICU, OBITS CC cameras)	
13	Seats	
14	Any other	

Annexure 12
Manufacture Authorization Form (MAF)

(to be submitted by bidder who is participating individually other than OEM)

MEMORANDUM OF UNDERSTANDING

M/s. _____, having CIN : _____,
a company incorporated under the Companies Act 1956, and having its registered
office at _____, (which expression shall unless repugnant to
the context or meaning thereof, mean and include its successors, executors,
administrators, legal representatives, and permitted assigns, of First part;

AND

M/s. _____, having CIN : _____,
_____ a company incorporated under the Companies Act 1956,
and having its registered office at _____
_____ India, (which expression shall
unless repugnant to the context or meaning thereof, mean and include its
successors, executors, administrators, legal representatives, and permitted assigns, of
Second part.

WHEREAS

- A. The party of First part is in the business of _____ and meeting the eligibility criteria as mentioned in the Tender Document Issued by Andhra Pradesh State Road Transport Corporation (APSRTC), to act as an "Fleet Provider/Operator" and shall abide by the terms & conditions of said Contract during the entire Contract period.
- B. The party of Second part is in the business of _____ and meeting the eligibility criteria as mentioned in the Tender Document Issued by APSRTC, to act as an "OEM" and shall abide by the terms & conditions of said Contract during the entire Contract period.
- C. APSRTC intends to deploy AC Electric Buses in the 5 Cities of Andhra Pradesh and accordingly, it invited the bids for hiring of 350 AC electric buses ("Buses") on Gross Cost Contract Model duly availing demand incentive from DHI for facilitating public transport on the specified routes in the state of AP (herein after called as Contract) for 12 (Twelve) Years (Contract Period).
- D. The party of First part is in desirous to participate in the bid Individually/Lead Member of Consortium] floated by APSRTC and shall act as Fleet Provider/Operator for the said Contract and shall procure the Electric Buses from the party of Second part, acting as an "OEM", if it succeeds in the bid and upon award of the Letter of Award (LOA) for the said Contract.
- E. The party of Second part, shown their interest to supply Electric Buses [charging infra & its related equipment and compact sub-stations] as an "OEM" to the Fleet Provider/Operator for the said Contract.

The party of First part and Second part are hereinafter individually referred as to the "Party" and collectively "Parties"

Now therefore on the term that the Party of First part shall act as "Fleet Provider/Operator" and party of Second part to act as an "OEM" for the entire Contract Period floated by APSRTC for hiring of ___ AC electric buses ("Buses") on Gross Cost Contract Model duly availing demand incentive from DHI for facilitating public transport on the specified routes in the state of AP, the Parties are desirous to execute this Memorandum of Understanding (MOU) with the intention of both being legally bound, and accept the following terms and conditions:

1. PURPOSE:

The parties to this MOU mutually agreed for the following:

- a) The party of First part shall act as Fleet Provider/Operator for the entire Contract and shall abide by the following:
 - i. Be responsible for Buses Operation/Fleet deployment as per Contract
 - ii. Finance the project and be responsible for arranging the required debt funding for execution of the contract and also provide the Subsidy Bank Guarantees (BG's), Performance Security Bank Guarantees (PS) and any other Bank Guarantee under the Concession Agreement to be entered between APSRTC & Fleet Provider/Operator wherever required in respect of execution of contract.
 - iii. Be responsible for all approvals, permissions, registrations under MV Acts.
 - iv. Be responsible for obtaining all statutory approvals and comply with all other applicable laws
 - v. Be responsible for manpower arrangement and comply with various statutory Acts.
 - vi. Be responsible for day-to-day operations and management of contract as per the RFP requirements.
 - vii. Be responsible for all other things as may be required to meet contractual obligations except obligations provided under Clause No. 1.b below.
- b) The party of Second part shall act as an OEM during entire contract period as per the terms conditions of DHI under Phase-II of FAME India scheme, as per the Concession Agreement to be entered in between APSRTC & the party of First part and shall abide by the following:
 - i. Shall be responsible for manufacture and Supply of Electric Buses [charging infra & its related equipment and compact sub-stations] as per the specifications offered in the Bid against the RFP.
 - ii. Shall be responsible for all Type Approvals related to the e-bus [charging infra & compact sub-stations]
 - iii. Shall be responsible for fulfilling the DHI guidelines under Phase-II of FAME India scheme for availing demand incentive.

- iv. Shall be responsible for technical support, supply of materials/ spare parts/ units/ aggregates related to the electric buses [charging infra & compact sub-stations] supplied.
- v. Shall be responsible for providing maintenance throughout the Contract.
- vi. [In case of suspension/termination of the party of first part, shall continue its obligations under this sub-clause to the new Fleet Provider/Operator who shall have obligation provided under clause 1.a.]

2. DURATION

The This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect till the entire Contract Period, if contract is awarded to the Party of the First Part or till award of contract to any other bidder.

3. AMENDMENT/MODIFICATIONS

The obligation of the parties has been outlined in this MOU agreement. However, during the operation of the agreement / entire Contract Period, circumstances may arise which call for alteration or modifications of this MOU Agreement. These modifications/alterations will be mutually discussed, agreed upon in writing and with prior approval of APSRTC.

4. GOVERNING LAW AND DISPUTE RESOLUTION

The laws of India shall govern this Agreement. All parties irrevocably submit to the exclusive jurisdictions of the Courts in Amaravati/Vijayawada or High Court of AP, for any action or proceeding regarding this Agreement.

5. NOTICES :

Any notice of other document permitted or required under this Agreement will be deemed to have been adequately and properly effected if sent by registered mail or delivered and received by hand / registered post at the following respective addresses:

<p><u>FIRST PARTY:</u></p> <p><u>Name of the Company</u></p> <p>Office Address:</p>	<p><u>SECOND PARTY:</u></p> <p><u>Name of the Company</u></p> <p>Office Address:</p>
---	--

Email id :	Email id :
------------	------------

In witness whereof, the Members hereto have executed this MOU in (___ copies) identical counter parts each of which shall be deemed as original.

For & on behalf of _____ (First Party)

WITNESS 1

Name:

Designation:

Date:

Seal:

For & On behalf of _____ (Second Party)
WITNESS 2

Name:

Designation:

Date:

Seal:

Annexure 13
(see clause 3.3.100)

(Self Certification)

A self certification with regard to non operation of other vehicles on the notified routes infringing the monopoly of Corporation either in their name or in the name of their family members should be enclosed as per RFP conditions.

Annexure 14

Format for Certification for Minimum Average Annual Turnover (MAAT) from Chartered Accountant

{On Statutory Auditor's letterhead}

[In case of Consortium, all members should provide MAAT Certificate]

This is to certify that the Minimum Annual Average Turnover (MAAT) furnished by M/s_____for last 3 Financial Years is as detailed below and as furnished in the enclosed statement of accounts, is verified by us and found correct.

Financial Year	Turnover
	INR_____Crores
	INR_____Crores
	INR_____Crores

CHARTERED ACCOUNTANT:

(Signature with Seal)

My Membership No:

Address: