

REQUEST FOR PROPOSAL

Through e-procurement Portal of Government of NCT of Delhi
(<https://govtprocurement.delhi.gov.in>)

FOR

**SELECTION OF BUS OPERATOR FOR SUPPLY,
OPERATION AND MAINTENANCE OF 300 AIR
CONDITIONED FULLY BUILT LOW FLOOR
ELECTRIC BUSES OF 12 MTRS. LENGTH UNDER
OPEX MODEL ON PPP (BOOT) BASIS (UNDER
FAME-II SCHEME).**

RFP Number: DCGM/SBU/940/2020/AC

VOLUME – I

INSTRUCTIONS TO BIDDERS

Issued By



DELHI TRANSPORT CORPORATION

(Government of NCT of Delhi)

**Tender Cell, Room No. 207, IP Estate,
New Delhi – 110 002, India**

Phone: 91 (11) 26511700, 26511638, 26511699

e-mail: dcgmsbu@dtc.nic.in

Website: [https:// www.dtc.nic.in](https://www.dtc.nic.in)

Prepared by

almondz
the infrastructure specialist

Almondz Global Securities Ltd.

Regd. Off.: 3, Scindia House, 2nd Floor, Janpath, New Delhi – 110001.

Corp. Off. - F – 33/3, Okhla Industrial Area, Phase – II, New Delhi – 110020.

Websites: www.almondzglobalinfra.com, www.almondz.com

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BID INVITATION NOTICE (BIN)**DELHI TRANSPORT CORPORATION
(GOVERNMENT OF NCT OF DELHI)****Strategic Business Unit, Hauz Khas Bus Terminal, New Delhi, INDIA****Phone: 91 11 26511638, e mail: dcgmsbu@dtc.nic.in****NOTICE INVITING E-TENDER: REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF BUS OPERATOR FOR SUPPLY, OPERATION AND MAINTENANCE OF 300 AIR CONDITIONED FULLY BUILT LOW FLOOR ELECTRIC BUSES OF 12 MTRS. LENGTH UNDER OPEX MODEL ON PPP (BOOT) BASIS.****RFP Number: DCGM/SBU/940/2020/AC**

Delhi Transport Corporation (DTC) invites Bids from respective Bidders for Selection of Bus Operator for Supply, Operation and Maintenance of 300 Air Conditioned Fully Built Low Floor Electric buses of 12 mtrs. length under OPEX Model on PPP (BOOT) basis (under FAME-II Scheme) through e-procurement portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>) as per Schedule of Requirements given below:

BRIEF SCHEDULE OF REQUIREMENTS:

Item No.	Description of Work	Period of Contract	Tendered Quantity (Nos.)	Delivery Period	Bid Security	Due Date and Time of Opening of Bids
1	SELECTION OF BUS OPERATOR FOR SUPPLY, OPERATION AND MAINTENANCE OF 300 AIR CONDITIONED FULLY BUILT LOW FLOOR ELECTRIC BUSES OF 12 MTRS. LENGTH UNDER OPEX MODEL ON PPP (BOOT) BASIS (UNDER FAME-II SCHEME).	10 Year after COD of last bus	300	12 weeks + 32 weeks	Indian Rupees (INR) 9 Crore	28.12.2020 at 15.30 hrs. (IST)

The Bid Document can be downloaded from the e-procurement portal of GNCTD (<https://govtprocurement.delhi.gov.in>) and website of DTC (<http://www.dtc.nic.in>)

PRE-BID CONFERENCE: A Pre-Bid Conference will be held on 07.12.2020 at 14.30 Hours (IST) at Conference Room, Head quarter, Delhi Transport Corporation, I P Estate, New Delhi-110002, INDIA with the prospective Bidders for the purpose of holding discussions and for providing clarifications on the RFP Document by the Purchaser.

SUBMISSION OF BIDS: Complete Bid (separately each for Technical Bid & for Financial Bid) in the prescribed forms should be uploaded/ submitted through e-procurement Portal of Government of NCT of Delhi on or before 28.12.2020 by 15:00 hrs. (IST). The Bid Security of amount and mode as per details given in RFP and Cost of RFP Document (INR 75,000/- plus GST @ 18% or as applicable) in the form of Demand Draft in original favoring Chairman-cum-Managing Director, Delhi Transport Corporation payable at New Delhi must be delivered in the office of Dy. Manager, (Tender Cell), Room No. 207, Delhi Transport Corporation, I.P. Estate, New Delhi-110 002, India, so as to reach, on or before 1500 hours (IST) on **or before 28.12.2020 ("Bid Due Date for submission of e-tender")**.

FOR MORE DETAILS OF TENDER NOTICE LOG ON TO E-PROCUREMENT PORTAL OF GOVERNMENT OF NCT OF DELHI OR DTC WEBSITE.

Sd/-

DY. CHIEF GENERAL MANAGER (SBU)dcgmsbu@dtc.nic.in

DISCLAIMER

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

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

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

GLOSSARY

Associate	As defined in Clause 2.1.16
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.19.1
BID(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.10
BID Due Date	As defined in Clause 1.1.10
Bidding Process	As defined in Clause 1.2.1
BID Security	As defined in Clause 1.2.4
BID Price	As defined in Clause 1.2.6
Concession	As defined in Clause 1.1.8
Contract Agreement	As defined in Clause 1.1.4
Operator	As defined in Clause 1.1.4
Conflict of Interest	As defined in Clause 2.2.1(f)
Consortium	As defined in Clause 2.2.1(d)
Demand Draft	As defined in Clause 2.19.2
Lowest Bidder	As defined in Clause 1.2.6
LOA	As defined in Clause 3.6.3
Project	As defined in Clause 1.1.2
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.6.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

DELHI TRANSPORT CORPORATION

SECTION 1

INTRODUCTION

1.1. Background

- 1.1.1 The Government of India ('GOI'), Ministry of Transport took over the local bus services in Delhi in May 1948. The Delhi Road Transport Authority (the “**DTC**” or “**Authority**”) was constituted under the Road Transport Corporation Act, 1950 which became an undertaking of the Municipal Corporation of Delhi ('MCD') by an Act of Parliament in April, 1958.

The GOI took over the management of the undertaking by enacting the Delhi Road Transport Laws (Amendment) Act, in 1971 and took over the assets and liabilities from the erstwhile Delhi Transport Undertaking ('DTU') operated by the MCD till 2nd Nov, 1971. Thus, DTC was set up in 1971. DTC which was earlier functioning under the administrative control of the GOI was taken over by the Government of National Capital Territory ('NCT'), Delhi on 5th August 1996.

Delhi Transport Corporation at present has manpower of about 23,000 (twenty-three thousand) employees comprising drivers, conductors, traffic supervisory personnel, repair, maintenance and administration staff including short term staff. The Corporation have 40 (forty) depots with sufficient parking capacity. Each depot is headed by a Depot Manager with officers in mechanical, traffic and account wings, to assist him in depot functioning. Out of the above, the present fleet of low floor buses in DTC is 3781 buses, which is maintained in 34 bus depots. The maintenance of low floor buses is outsourced to vehicle manufacturers for the lifetime of the bus.

1.1.2 AIMS & OBJECTIVES:

With a view to strengthen and modernize public transport in Delhi, it is planned to augment DTC's bus fleet to 5500 as per the Government of the National Capital Territory Delhi ('GNCTD') policy. The increase in DTC's bus fleet will help to enhance commuter satisfaction, reliability and punctuality of bus services and reduction in the pollution level thereby reducing the dependence on private modes of transport. To this end, DTC is under the process of procurement of 1000 (One Thousand) FULLY BUILT AC CNG PROPELLED LOW FLOOR BUSES under RFP Number: DCGM/SBU/937/2020/AC and is now floating the tender for “Selection of Bus Operator for Supply, Operation and Maintenance of **300 Air Conditioned Fully Built Low Floor Electric buses of 12 mtrs. length** under

OPEX Model on PPP (BOOT) basis (under FAME-II Scheme)” (the “**Project**”).

Authority intends to use electric buses for its operations for promoting clean and green shared mobility on PPP (“BOOT”) basis through selection of Bus Operator for supply, operation and maintenance of buses. Towards this end, this Request for Proposal (RFP) is being hereby published for inviting proposals for procurement, operation and maintenance of 300 nos. of 12 mtrs. Low Floor AC Electric Buses and allied electrical & civil Infrastructure with an Annual Assured Bus Kilometre of 73,000 kilometre per year per bus.

Operator may use any type of technology for top up charge i.e. it could be swapping, flash charging, fast charging etc. The Operator shall also establish complete charging infrastructure including electric transformer infrastructure, electric connection and allied civil infrastructure at the Depots identified by Authority under Opex Model on PPP (“BOOT”) basis with Annual Assured Bus Kilometre of 73,000 kms per bus per year for the period of 10 years.

- 1.1.3 The Authority had participated in the EOI floated by Ministry of Heavy Industries and Public Enterprises (Department of Heavy Industry) (**Attached as Exhibit – A**) for financial support / subsidy for deployment of 1000 (one thousand) electric buses under the FAME India Phase II Scheme and obtain the sanction for the 300 (three hundred buses). (**Attached as Exhibit – B**).

This project is covered under FAME India Phase II Scheme (Faster Adoption and Manufacturing of Electric Vehicles in India Phase II) issued by Ministry of Heavy Industries and Public Enterprises (Department of Heavy Industry) vide notification no. S.O.1300 (E) dated 8th March 2019 and subsequent notifications no. S.O.1472 (E) dated 28th March 2019, notification no. S.O.2068 (E) dated 21st June 2019 and notification no. S.O.2479 (E) dated 10th July 2019 (**Attached as Exhibit – C, D, E & F**) and F. No. 7(06)/2019-NAB-II(Auto) dated 29th April 2019 (**Attached as Exhibit - G**). The bidders are required to comply with the provisions specified in all the aforementioned notifications.

The Bidders are required to appraise themselves & comply with the details of FAME-II Scheme & subsequent EoI, sanction letter and other notifications of Department of Heavy Industry and note all and any subsequent additions, clarifications or notifications as issued from time to time and as applicable to Electric Buses.

Bidders are required to quote their rates under this Bid incorporating the demand incentives (“Demand Incentives”) available under FAME II Scheme. Bidders, while quoting must take into account all provisions of the FAME II Scheme,

including eligibility conditions, battery and bus specifications, timing and manner of release of Demand Incentives. Bidders should be in a position to comply with all the terms and conditions under the FAME II Scheme.

1.1.4 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/ 2013 or its substitute thereof or undertakes to incorporate as such prior to execution of the contract agreement (the “**Operator**”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of along-term contract agreement (the “**Contract Agreement**”) to be entered into between the Operator and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.

1.1.5 The scope of the Project shall mean and include:

- (a) Supply of buses conforming to the Specifications and Standards set forth in Volume III and in accordance with the provisions of this RFP
- (b) Operation and Maintenance of Buses in accordance with the provisions of this RFP.
- (c) Setting up and operation of Bus Maintenance facilities on the Subash Place Depot, Dwarka - Sector-2 Depot and Sukhdev Vihar Depot or any other depot found feasible for the operation of the buses (the “**Depot**”).
- (d) Setting up and operation of parking and charging facilities at Depot and other sites, if required by the Operator.

1.1.6 Detailed Scope of the Operator broadly includes:

- (a) Manufacture/ procure electric buses, carryout preventive and breakdown maintenance of buses and operate buses on routes specified by Authority.
- (b) Develop charging infrastructure including development, supply and erection of transformers and all necessary electrical systems, sub-systems, accessories and parts as required for charging infrastructure in the parent depot, provide chargers and maintain complete charging infrastructure including civil infrastructure for undertaking preventive and breakdown maintenance.
- (c) Electricity cost for charging of buses will be borne by the Authority on actual basis up to energy efficiency of 1.4 KWH/Km. However, the amount towards excess consumption of electricity for more than 1.4 KWH/Km. efficiency, will be recovered from the Operator on annual consumption basis. All the other charges towards the electric connection shall be borne by the Operator, in case of location other than parent depot, if required by the Operator.

- (d) Electricity charges for office and maintenance activities of the Operator shall be borne by the Operator.
- (e) After completion of Contract Period, the immovable infrastructure established at various depots for charging of Electric Buses will become the property of Authority solely for its further usage by Authority. The Operator will not have any right on this immovable infrastructure after completion of Contract Period. The civil infrastructure established will become the property of Authority and the Operator will not have any right on civil Infrastructure. The Operator shall handover all the above facilities in sound and working condition and an undertaking to this effect shall be submitted.
However all movable assets including rolling stock (buses) shall be taken away by the Operator on 'as is where is basis'.
- (f) Of the total fleet, the Operator is expected to make 300 Nos. Electric AC buses for operations with 95% fleet availability in both the shifts on all the seven days except on national holidays and Holi and Deepawali festivals etc. The Operator is expected to keep spare fleet to meet this requirement.
- (g) The bidder may refer Volume 2 of the RFP regarding Fines/Damages.
- (h) This RFP is divided into three Volumes, i.e., 1) Volume – I - Request for Proposal - Instructions to Bid, 2) Volume – II - Draft Concession Agreement (“DCA”) 3) Volume – III - 12 M Low Floor Electric AC Bus Specifications.
- (i) Volume I deals with background, instructions and process of bidding. Volume II is the draft format of the Agreement that will be signed between the Authority and the Operator. It contains all conditions of the contract. Volume III is Technical Specifications of the Buses.
- (j) The charging mechanism/ type of chargers/ no. of chargers is not provided in this tender.
- (k) The bidder shall have the complete opportunity to use any of the available technology for bus charging. The specified routes have been provided in the DCA for the better understanding.
- (l) Buses should be capable of running minimum 140 km (with 80% SOC) on single charge and minimum 120 km with passengers, GVW & AC in running condition. Vehicle shall run for 200 Km + 10% in a day (On actual condition with passengers, GVW and AC, 18 hours continuous operation with around 60 minutes shift change over time). The bidder shall make an arrangement to install fast chargers for charging the buses during shift changeover time of about 60 minutes to meet the operational requirement i.e. 200 kms + 10% per day in case slow charging in the night is not sufficient for the total operational requirement per day.
- (m) Authority will be facilitating FAME subsidy for these Electric buses and

the successful bidder shall comply with all guidelines as per FAME II. Subsidy will be released to the successful bidder as and when received from DHI subject to submission of Subsidy Bank Guarantee for the equivalent Amount with a validity for minimum 5 years. The bidder has to bear the entire initial cost of the Electric bus and the subsidy will be subsequently transferred to the bidder.

- (n) While calculating penalties/default calculations for fleet availability/operations, non-availability of buses for a particular day due to failure of power supply from DISCOM source for minimum 6 hours continuously will be excluded for that day.

1.1.7 The assessment of the actual costs will have to be made by the Bidders. The cost for setting up of upstream infrastructure i.e. electricity connection of requisite power load in their respective Maintenance Depots will be borne by the Authority. But, if the Operator requires setting up of charging infrastructure facility at sites other than the Maintenance Depot, they will be required to incur their own cost for setting up of upstream infrastructure i.e. electricity connection of requisite power load.

1.1.8 The Contract Agreement sets forth the detailed terms and conditions for grant of the concession to the Operator, including the scope of the Operator's services and obligations (the "**Concession**").

1.1.9 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the Contract Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.10 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 1.3 for submission of Bids (the "Bid Due Date").

1.1.11 The Bidding Documents comprises of the following documents:

Volume I	Request for Proposal (RFP) - Instructions to Bidder
Volume II	Draft Concession Agreement
Volume III	Technical Specifications of Bus

1.2. Brief description of Bidding Process

- 1.2.1 The Authority has adopted a single stage two envelop process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under two envelops. Along with the Bid, the Bidder shall pay to the Authority a sum of Rs 75,000 + GST @ 18%, as the cost of the RFP process. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first envelop (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium). The Financial Bid under the second envelop shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

GOI has issued guidelines (see Annexure XIII of Appendix-1A of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA

- 1.2.2 Interested bidders (the "**Bidders**") are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the date specified in Clause 1.3 for submission of Bids (the "Bid Due Date").
- 1.2.3 The complete Bidding Documents including the draft agreement for the Project is enclosed for the Bidders. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 9.00 Crores (Rupees Nine crore only) (the "Bid Security"), refundable not later than 90 (ninety) days from the selection of the Selected Bidder, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or Fixed

Deposit Receipt (“FDR”) or a bank guarantee acceptable to the Authority, and in such event, the validity period of the FDR/bank guarantee in favour of Chairman, DTC shall not be less than 180 days (one hundred and eighty) days from the Bid Due Date including claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of demand draft, the same shall be encashed by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.2.5 During the Bid Stage, Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project.
- 1.2.6 Bids would be evaluated on the basis of the lowest per kilometre charge per bus (the “**Bid Price**”). The Contract Period is pre-determined, as indicated in the Contract Agreement. The lowest Bid Price shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.15, the Project will be awarded to the Bidder quoting the lowest Bid Price.

In this RFP, the term “Lowest Bidder” shall mean the Bidder who’s Bid Price is the lowest.

The Authority had participated in the EOI floated by Ministry of Heavy Industries and Public Enterprises (Department of Heavy Industry) for financial support / subsidy for deployment of 300 (three hundred) electric buses under the FAME India Phase II Scheme. On the basis of the approval, the subsidy amount will be calculated using the following formula:

- a. Using L1 price of Lowest Bidder in terms of Rs/km on operational cost model, cost of the bus will be calculated using 10.5% discount rate, to be compounded on monthly basis.

This will be calculated using the following formula.

$$\text{Cost of Bus} = \frac{a}{r} \left\{ 1 - \frac{1}{(1+r)^n} \right\}$$

Where

a - Monthly equal payment for Capital Cost

*= 0.5 * L1 GCC Rate * Assured monthly kilometre run*

r - Monthly discount rate in decimals; i.e. 10.5/1200

n - Contract Period in months

b. Once the cost of the bus is calculated, demand incentive available will be 40% of this estimated cost of the bus. However, this demand incentive will be further limited to maximum incentive applicable for the bus, as stated below;

i.	Standard Bus (length > 10 m to 12 m):	Rs. 55 Lakhs
ii.	Midi Bus (length > 8 m to 10 m):	Rs. 45 Lakhs
iii.	Mini Bus (length > 6 m to 8 m):	Rs. 35 Lakhs

Note:

1. It is assumed that Bidder while arriving the quoted price in terms of Rs/km, will take into account the price of bus net of subsidy. (Actual price of bus (minus) expected subsidy).
2. Cost of the bus arrived using above formula may not be the exact cost of bus but only calculated price to arrive at the amount of subsidy.
3. The maximum “ex-factory price (i.e. price of vehicle at factory gate before applicable taxes)” to avail incentive is Rs. 2 Crores.

Illustration for the above formula

Suppose, Price Bid of L1 is Rs. 40 per kilometre charge per bus
Assured monthly kilometre run = 6000 km

Now,

$$\begin{aligned}
 \text{a - Monthly equal payment for Capital Cost} \\
 &= 0.5 * \text{L1 GCC Rate} * \text{Assured monthly kilometre run} \\
 &= 0.5 * 40 * 6000 \\
 &= 1,20,000
 \end{aligned}$$

$$\begin{aligned}
 \text{r - Monthly discount rate in decimals; i.e. } 10.5/1200 \\
 &= 0.00875
 \end{aligned}$$

$$\begin{aligned}
 \text{n - Contract Period in months} \\
 &= 120 \text{ months}
 \end{aligned}$$

This will be calculated using the following formula.

$$\text{Cost of Bus} = \frac{120000}{0.00875} \left\{ 1 - \frac{1}{(1+0.00875)^{120}} \right\}$$

$$= \text{Rs. 88,93,171}$$

Demand incentive available will be 40% of this estimated cost of the bus.

Demand incentive = 40% * 88,93,171

= Rs. 35,57,268

While bidding, the Bidder shall take into account the price of Bus Net of subsidy (Actual price of Bus minus expected subsidy as per the formula explained in the EOI of DHI) and all expenses like procurement and delivery of Contracted Buses; setting up of the Maintenance Depots at identified locations; cost of charging equipment, transformer and other civil costs for installation of required Charging Infrastructure; operation, management and maintenance cost of Contracted Buses, Maintenance Depots and Charging Infrastructure, replacement of battery, applicable taxes etc. required to run the Contracted Buses during the Contract Period mentioned in the RFP.

Electricity cost for charging of buses will be borne by the Authority on actual basis up to energy efficiency of 1.4 KWH/Km. However, the amount towards excess consumption of electricity for more than 1.4 KWH/Km. efficiency, will be recovered from the Operator on annual consumption basis. All the other charges towards the electric connection shall be borne by the Operator, in case of location other than parent depot, if required by the Operator.

- 1.2.7 (i) The Lowest Bidder (the “**L1 Bidder**”) shall be the Selected Bidder. The Authority will offer for award of contract for 200 buses to Lowest Bidder. The contract for remaining 100 buses will be awarded to the L2 responsive Bidder who will agree to match the price of L1 Bidder.

In case the L2 Bidder does not agree to match the price of L1 Bidder, L3 responsive Bidder would be asked to match the price of L1 Bidder and so on till such responsive Bidder agrees to match the price of L1 Bidder for Award of the remaining 100 buses. In case none of the responsive Bidders other than L1 agree to match the price of L1 Bidder or there is only one responsive Bidder, in that case the contract of balance 100 buses will also be awarded to L1 Bidder. Authority’s decision in this regard shall be final.

- (ii) The Authority may either choose to accept the proposal of the Selected Bidder or invite the Selected Bidder for negotiations.

- 1.2.8 The Operator shall not be entitled to levy and charge a user fee from users / passengers of the Project.

- 1.2.9 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

- 1.2.10 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.11.4 below with identification/ title: "Queries/Request for Additional Information:

RFP for “Selection of Bus Operator for Supply, Operation and Maintenance of 300 Air Conditioned Fully Built Low Floor Electric buses of 12 mtrs. length under OPEX Model on PPP (BOOT) basis (under FAME-II Scheme)” Project.

1.3. Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	03.12.2020
2.	Pre-Bid meeting at conference room, Head Quarter, DTC , IP Estate , New Delhi	07.12.2020 at 14:30 hours
3.	Deadline of Submission of queries/Clarifications made during the pre-bid conferences in writing	08.12.2020 by 17:00 Hrs.
4.	Authority response to queries latest by (Freezing of RFP)	14.12.2020
5.	Bid Due Date	28.12.2020
6.	Physical Submission with all uploaded documents, Bid Security and Cost of document	28.12.2020 by 15:00 hours
7.	Opening of Techno – Commercial Bids at venue provided in Clause 2.11.4	28.12.2020 at 15:30 hours
8.	Opening of Financial Bid	To be informed separately

SECTION-2 INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another BID either individually or as a member of any Consortium, as the case may be.

Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Office Memorandum issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA (**Attached as Exhibit – H**).

Also, Bidder shall be required to comply the terms and conditions of the abovementioned Office Memorandum.

- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 2.1.3 The Bid shall be furnished in the format exactly as per Appendix-I i.e. Technical Bid as per Appendix IA and Financial Bid as per Appendix IB. Bid amount shall be indicated clearly in both figures and words, in Indian Rupees, in prescribed format of Financial Bid and shall be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.4 The Bidder shall deposit a Bid Security of Rs. 9.00 Crore (Rupees Nine crore only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Fixed Deposit Receipt (FDR) or a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II. The Bidders shall also submit Demand Draft of Rs. 75,000 (Rupees Seventy five thousand) + GST @ 18% towards cost of bid document.

- 2.1.5 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90(ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.
- 2.1.6 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.
- 2.1.7 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of any Member, which Member shall thereafter be identified as the Lead Member, in the format at Appendix – IV[€]. In case the Bidder is a Consortium, Joint Bidding Agreement in the format at Appendix V shall be submitted by the Bidder.
- 2.1.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.9 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.10 The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.11 This RFP is not transferable.

[€]In case of a Consortium, the Members should submit a Power of Attorney in favour of the any Member as per the format as Appendix-IV. Such Member shall thereafter be identified as the Lead Member. The Lead Member should submit a Power of Attorney as per the format in Appendix-III, authorising the signatory of the Bid. Members of the Consortium of need not submit Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid.

2.1.12 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.13 Where the Bidder is a single entity, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the “**SPV**”), to execute the Contract Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- (a) Number of members in a Consortium shall not exceed 5 (five) including the Lead Member. The Lead Member shall be any one of OEM (Original Equipment Manufacturer) (vehicle manufacturer) or Bus Operator or PSU (Public Sector Undertaking) or a subsidiary of a PSU. However, none of the members in a Consortium should be under any sort of ineligibility under the Bid documents.;
- (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 38% (thirty eight per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-IV, signed by all the other members of the Consortium;
- (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) an individual Bidder cannot at the same time be member of a Consortium applying RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;
- (f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the “Jt. Bidding Agreement”), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - (i) convey the intent to form an SPV, solely for the purpose of domiciling the Project and no other purpose, with shareholding/

ownership equity commitment(s) in accordance with this RFP, which would enter into the Contract Agreement and subsequently perform all the obligations of the Operator in terms of the Contract Agreement, in case the concession to undertake the Project is awarded to the Consortium;

- (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
- (iii) commit the minimum equity stake to be held by each member;
- (iv) commit that the Lead Member shall subscribe to 38% (thirty eight per cent) or more of the paid up and subscribed equity of the SPV and each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, till end of Contract Period, (a) the Lead Member shall hold equity share capital not less than 38% (thirty eight per cent); (b) each such member whose experience will be evaluated for the purposes of this RFP shall hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Contract Agreement;
- (v) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the third anniversary of the commercial operation date of the Project; and
- (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project until the Financial Close of the Project is achieved in accordance with the Contract Agreement; and
- (h) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.1.14 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar

subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

- 2.1.15 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an judicial authority or a judicial pronouncement against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

- 2.1.16 In computing the Technical Capacity and Financial Capacity (i.e. Net Worth and Average Turnover) of the Bidder/ Consortium Members under Clauses 2.2.2, the Technical Capacity and Financial Capacity (i.e. Net Worth and Average Turnover) of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

- 2.1.17 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate

named in the Bid and not, unless specifically requested, to other associated companies or firms;

- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 2.2.2 below; and
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.1.18 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.2 Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder, bidding for the project as Single Bidder or to all members of a JV/Consortium, the following shall apply:

- (a) The Bidder and all Consortium Members shall be legally competent to enter into a contract as per prevailing Indian law, and must be either: (i) a company incorporated in India under the Companies Act, 1956 (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time), or (ii) Partnership firm registered under the Indian Partnership Act or a (iii) A LLP incorporated under Limited Liability Partnership Act, 2008 (iv) A registered Proprietary firm in India.

In case, the Bidder is a Micro and Small Enterprises (MSEs), the Bid Security will be governed as per General Financial Rules 2017. Further, Bidder is required to submit latest proof of their status as Micro or Small Enterprises.

- (b) The Bidder shall be an Original Electric Bus Manufacturer (**the “OEM”**) or an Operator of Bus (**the “Bus Operator”**) or a PSU (Public Sector Undertaking) or a subsidiary of a PSU. Bidder should submit documentary proof including GST Registration copy, PAN copy, Partnership Deed /

Company Registration document and Legal document having registered to do business and other relevant documents.

- (c) If the Bid is through a JV/Consortium, then the JV/Consortium must mandatorily include an OEM or Bus Operator or PSU (Public Sector Undertaking) or a subsidiary of a PSU meeting respective qualifications for these entities. Lead Member of the Consortium may be OEM or Bus Operator only or PSU (Public Sector Undertaking) or a subsidiary of a PSU only.
- (d) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. However, this disqualification does not apply to OEM’s, where an OEM is the non-Lead Member in the Consortium.
- (e) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.13.
- (f) 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. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25%(twenty five percent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial

institution referred to sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(f), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (vii) Such Bidder or any Associate thereof has appointed any official of

the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 years from the date of award of the Project to that Bidder.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- (g) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Selected Bidder or Operator, as the case may be, after issue of the LOA or execution of the Contract Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Notwithstanding anything to the contrary contained in sub-clause (f) (i) of Clause 2.2.1, an Bidder may, within 10 (ten) days after the Bid Due Date remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof. However this cure should be before the opening of its financial bid
Provided further, in case the Authority seeks information / clarification from a Bidder related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders and further debar it from participation in any future procurement process for a minimum period of 1 year.

2.2.2 To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility:

For demonstrating technical capacity and experience (the “**Technical Capacity**”) and financial capacity (the “**Financial Capacity**”), the Bidder shall have:

(i). The OEM shall have the following:

- The OEM shall be a registered Bus Manufacturer with bus manufacturing facilities in India under applicable laws
- OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Midi/Standard Electric Bus (100% battery operated) from the notified testing agencies under rule 126 of CMVR. i.e., CMVR type-approval of at least one model of Electric Bus.

In case, Bidder has claimed abovementioned experience of its Associate for the purpose of eligibility of this RFP, then the Bidder is required to submit an undertaking mentioning that the Bidder shall obtain CMVR type approval certificate of electric bus in its name and shall comply with all the DHI eligibility requirements for obtaining the demand incentive for the electric buses to be supplied, before the submission of prototype.

- OEM shall have applied for registration to Department of Heavy Industry (DHI) (National Automotive Board Under the FAME II scheme, demand incentive shall be admissible only from the date of registration of OEM and date of approval of Models by DHI under FAME II scheme.

In case, the Bidder has applied for the certificate to the DHI/NAB and cannot submit the same in the Bid, it shall provide an Undertaking that it will provide this certificate on or before the inspection of prototype.

- OEM already registered in India under Fame Phase-I shall submit fresh application
 - OEM's each Electric Bus model for bid shall satisfy minimum technical eligibility criteria under FAME II with regard to performance and efficiency, for which OEM should obtain certificate of FAME II eligibility fulfillment from recognized testing agencies. OEM shall submit an undertaking in this regard assuring compliance of the above requirement.
- (ii). The Operator should have Stage Carriage Operation/ Contract Carriage Operation experience or combined Ownership and Operation Experience of at least 25 buses in India for State Transport Undertaking/ Public Entities, for at least one year in last three years immediately preceding the Bid Due Date. (attach proof of permits issued by state transport authority)
- (iii). Bidders shall have a minimum average turnover for the previous three financial years ending March 31, 2020 of minimum Rs. 50 crore (Rupees Fifty crore only), irrespective of the turnover in each year. Certificate duly certified by Statutory Auditor shall be submitted.
- (iv). Bidders shall have net worth of Rs. 20 crore (Rupees Twenty crore only) in the last financial year i.e. FY 19-20. Certificate duly certified by Statutory Auditor shall be submitted.
- (v). Conditions to avail demand incentives:
1. In order to restrict high-end vehicles from availing Government funded demand incentives, it is proposed to restrict incentives to vehicles with ex-factory price less than a particular threshold value as stated in Annexure 2.
 2. Depending upon the offtake of vehicles under the scheme, maximum incentive per vehicle is proposed to be capped at certain percentage of cost of vehicle to be reviewed by PISC annually and as often as required. To begin with, the cap on incentives for buses will be 40% of the cost of vehicles and for all other categories it will be 20%.

3. In order to avail scheme incentive for any of the model manufactured by OEM, each such OEM, needs to be registered with DHI/NAB.
4. Each vehicle model needs to satisfy minimum technical eligibility criteria with regard to performance and efficiency of vehicles to be notified separately and get it type approved as per prescribed / standard test procedure at the recognised testing agencies as notified under the Rule 126 of Central Motor Vehicle Rules by the Ministry of Road Transport and Highways. These testing agencies are expected to have required testing facilities as required for testing of Electric and Hybrid Vehicles.
5. To meet the qualifying criteria for the demand incentives, the hybrid/electric vehicle (xEVs) including its variants and versions, should
 - (a) be manufactured in the country and have such percentage of localisation as may be notified from time to time;
 - (b) meet provisions contained in Central Motor Vehicle Rules (CMVR) in terms of type approval, classification, categorization, definition, road worthiness, registration etc. as per the provisions contained in CMVR;
 - (c) obtain certificate of FAME India Phase II eligibility fulfilment from recognised testing agencies;
 - (d) be accompanied by at least three-year comprehensive warranty including that of battery from the manufacturer and to have adequate facilities for after sales service for the life of vehicle;
 - (e) be fitted with suitable monitoring devices to know the mileage of vehicles to determine the total fuel savings on a real time basis; and
 - (f) should appropriately display a sticker indicating that it has been purchased under the scheme. Format of the sticker will be provided by the Department of Heavy Industry.

The bidders are required to comply with the provisions issued by Ministry of Heavy Industries and Public Enterprises (Department of Heavy Industry) vide notification no. S.O.1300 (E) dated 8th March 2019 and subsequent notifications no. S.O.1472 (E) dated 28th March 2019, notification no. S.O.2068 (E) dated 21st June 2019 and notification no. S.O.2479 (E) dated 10th July 2019 (Attached as Exhibit – C, D, E & F) and F. No. 7(06)/2019-NAB-II(Auto) dated 29th April 2019 (Attached as Exhibit - G).

- (vi). The Bidder or its parent/subsidiary/sister concern/ Associate from which it seeks to obtain credit for meeting Qualification Criteria specified in the RFP shall not have been blacklisted by any Government Agency, 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 Bid Due Date.
- (vii). The Technical Capacity and Financial Capacity of all the Members of JV/Consortium would be taken into account for satisfying the Eligibility Criteria. Further, the nomination(s) of the Lead Member shall be supported by a Power of Attorney (PoA) along with the JV/Consortium agreement signed by all the other members of the Consortium; of ownership for all the required no. of Buses, clearly showing ownership of the bidder in case Bidder and its Associate is a Indian firm.

If the Bid is by a Sole Bidder, the Bids can be presented by a registered Electric Bus Manufacturer or Operator who is meeting their respective prescribed qualifications and who is supplying the Buses under this Project.

- (viii). The bids can also be presented by PSU or subsidiary of PSU.

In the event of OEM and Bus Operator is neither a Bidder nor a member of the Consortium, the Bidder shall enter into a back to back agreement with the OEM and/ or Bus Operator. The Bidder shall submit documentary evidences as given above for OEM and Bus Operator to support the claim. Also, the proposed OEM and Bus Operator should fulfill eligibility of the OEM and Bus Operator as mentioned in the RFP document.

- (ix). Sub-contracting specific tasks by Bidder by experienced/ qualified sub-contractors is not restricted. However, the Bidder shall submit sufficient documentary proof (back to back arrangement/ MoU) for undertaking various activities i.e. manufacturing/ operation and maintenance of bus

services as applicable through Letter of Associations/ Tie-up Certificates etc.

For example: In the event of OEM is neither a Bidder nor a member of the Consortium, the Bidder shall enter into a back to back agreement with the OEM. The Bidder shall submit documentary evidences of OEM including the requirement under FAME II Scheme to support the claim. Similarly, in the event of Bus Operator is neither a Bidder nor a member of the Consortium, the Bidder shall enter into a back to back agreement with the Bus Operator. The Bidder shall submit documentary evidences as given above for Bus Operator to support the claim.

In case if sole bids are submitted by Operator or OEM is not the Lead Member of the Consortium, it should get Manufacturer Consent authorization Form and submit it along with bids. In addition, Operator is required to submit Annexure-X and Annexure-XI.

In the event of OEM and Bus Operator is neither a Bidder nor a member of the Consortium, the Bidder shall enter into a back to back agreement with the OEM and/ or Bus Operator. The Bidder shall submit documentary evidences as given above for OEM and Bus Operator to support the claim. Also, the proposed OEM and Bus Operator should fulfill eligibility of the OEM and Bus Operator as mentioned in the RFP document.

- (x). The Bidder shall either by himself or through a sub-contractor shall have the experience of setting up Charging Infrastructure.

Details of Charging Infrastructure installed along with Work order/Certificates or tie-ups with service provider for installation of Charging Infrastructure to be submitted as documentary evidences (Appendix-IA – Annex-VII).

- (xi). The Bidder shall submit an Undertaking stating that:

- The contracted buses to be fitted with advanced batteries satisfying the performance criteria as mentioned in the RFP;
- All the contracted buses satisfy minimum technical eligibility criteria notified under FAME India Scheme Phase II and also satisfy Phased Manufacturing Programme (Localisation) as notified by DHI from time to time. For this purpose Operator / OEM need to submit required type approval certificate from the recognized testing agency before releasing of payment from DHI to STU.

- All the charging infrastructure to be installed shall comply with “Charging Infrastructure for Electrical Vehicles – Guidelines and Standards” issued vide Notification No. 12/2/2018-EV dated December 14, 2018 by Ministry of Power, Government of India and as amended from time to time.

2.2.3 The Bidders shall enclose with its bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:

- (i) Certificate(s) from its concerned client(s) stating the experience of manufacturing of buses ; and
- (ii) Certificate(s) from its statutory auditors specifying the minimum average annual turnover during the past 3 years, as mentioned in paragraph 2.2.2 (iii) above.
- (iii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.2 (iv). For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
- (iv) OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Midi/Standard Electric Bus (100% battery operated) from the notified testing agencies under rule 126 of CMVR. i.e., CMVR type-approval of at least one model of Electric Bus.

In addition, Bidder shall submit FAME-II Scheme eligibility certificate.

In case, the Bidder has applied for the certificate to the DHI/NAB and cannot submit the same in the Bid, it shall provide an Undertaking that it will provide this certificate on or before the inspection of prototype.

2.3 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority.

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

2.4 Cost of Bidding

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

2.5 Verification of information

2.5.1 Bidders are advised to familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 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 Operator;
- (f) acknowledged that it does not have a Conflict of Interest;
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof; and
- (h) has made necessary provisions for inclusion of costs related to maintenance before commercial operation date.

- 2.5.3 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, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

- 2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

- 2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

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

- 2.6.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LOA or entering into of the Contract Agreement, and if the Selected Bidder has already been issued the LOA or the SPV has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Operator, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the

Operator. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the Contract Agreement or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

- 2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for BIDs

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. General Climatic Conditions of the Delhi/ New Delhi (India)
- Section 7. Miscellaneous

Appendices

- IA Letter comprising the Technical Bid including Annexure I to XIII
- IB Letter comprising the Financial Bid
- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Power of Attorney for Lead Member of Consortium
- V. Joint Bidding Agreement for Consortium
- VI. Integrity Pact
- VII. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by e-mail in accordance with Clause 1.2.10. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail and will be uploaded on the e-govt procurement portal.
- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this

Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the Bid Due Date, the Authority 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 Addenda.
- 2.9.2 Any Addendum issued hereunder will be in writing and shall be send to all the Bidders.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, cost of bid document, POA and Joint Bidding Agreement etc. as specified in Clause 2.11.2 of the RFP are received in hard copies.

2.10.2 The Bid shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

All pages of the Bid shall be serially numbered and Bid shall comprise of index mentioning the details of all the appendices and annexures and other documents submitted by the Bidder.

2.11 Documents comprising Technical and Financial Bid

2.11.1 The Bidder shall submit the Technical Bid & Financial Bid online through e-procurement portal <https://govtprocurement.delhi.gov.in> comprising of the following documents along with supporting documents as appropriate:

Technical Bid

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to XIII and supporting certificates / documents;
- (b) Power of Attorney for signing the BID as per the format at Appendix-III;
- (c) if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV;
- (d) if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-V
- (e) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
- (f) if applicable, in case of sub-contracting, documentary proof i.e. back to back arrangement/ MoU for undertaking various activities i.e. Manufacturing/ Operation and Maintenance of Bus Services as applicable through Letter of Associations/Tie-up Certificates etc., as per Clause 2.2.2(ix).
- (g) Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 years.

- (h) Copy of certificate under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Midi/Standard Electric Bus (100% battery operated) from the notified testing agencies under rule 126 of CMVR. i.e., CMVR type-approval of at least one model of Electric Bus.
- (i) FAME-II Scheme eligibility certificate;
- (j) Integrity Pact as per format given in Appendix VI shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract Agreement;
- (k) BID Security of Rs. 9.00 Crore (Rupees Nine crore only) in the form of Demand Draft/ FDR/ Bank Guarantee in the format at Appendix-II from a Scheduled Bank.
- (l) Demand Draft of Rs. 75,000 + GST@ 18%, towards cost of Bid document.
- (m) An undertaking from the person having PoA that they agree and abide by the Bid documents uploaded by DTC and amendments uploaded, if any.
- (n) The no deviation of the RFP document shall be submitted as per the Proforma of the RFP document.
- (o) Duly signed and stamped Annexure-1 & Annexure-2 of Volume-III, for compliance of Technical Specifications
- (p) Undertaking as per Clause 2.2.2 (xi).
- (q) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-VII shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Concession Agreement.
- (r) Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the “Bidder from a country which shares a land border with India”).

Financial Bid

- (s) Appendix-IB (Letter comprising the Financial Bid)^β

The Bidder shall submit all the documents mentioned physically. The Bidder shall not mention the Financial Bid i.e. the Bid Price, anywhere in the Technical Bid. In the case, the Bidder mentions the same, the Bid will be rejected. The Bidder is required to submit an Undertaking that they have not quoted Price lower than the quoted Price to any STU or Public entity for the same model of the Bus on the same Terms & Conditions.

^β Appendix – IB shall be submitted in a separate envelope along with Techno-Commercial Bid .

- 2.11.2 The Bidder shall submit all the documents mentioned in the Clause 2.11.1 (a) to (r) physically, as per Clause 1.3 of RFP. Further, the Bidder shall submit document mentioned in Clause 2.11.1 (s) of RFP, in a separate envelope along with Techno-Commercial bid.

However, the Bidder shall upload the Price Bid online only.

- 2.11.3 The documents listed at clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification **“BID for the Selection of Bus Operator for Supply, Operation and Maintenance of 300 Air Conditioned Fully Built Low Floor Electric buses of 12 mtrs. length under OPEX Model on PPP (BOOT) basis (under FAME-II Scheme) Project”** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- 2.11.4 The envelope shall be addressed to the following officer and shall be submitted at the following address:

Office of Dy. Manager, (Tender Cell),
Room No. 207,
Delhi Transport Corporation,
I.P. Estate, New Delhi-110 002

All the envelopes shall clearly bear the following identification:

Selection of Bus Operator for Supply, Operation and Maintenance of 300 Air Conditioned Fully Built Low Floor Electric buses of 12 mtrs. length under OPEX Model on PPP (BOOT) basis (under FAME-II Scheme).

“To be opened by Tender Opening Committee only”

and

**“Submitted by
“Name, Address and Contact Phone No. of the Bidder”**

Note: The sealed envelopes shall indicate the name and address of the Bidder to enable the Authority to return the bid documents un-opened in the event the bid is declared “Late/ delayed bid”.

Bid shall be in accordance with the provisions contained in the RFP document. The no deviation of the RFP document shall be submitted in the Proforma as per Annexure-X of the RFP document. Any deviations/ variations in the terms & conditions in the bids submitted by the Bidders will make their bid liable for rejection.

2.11.5 If the envelopes is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.12 Bid Due Date

Technical & Financial Bid comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal <https://govtprocurement.delhi.gov.in> on or before 1500 hrs IST on 28.12.2020. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before 1500 hours IST on 28.12.2020 at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.

2.13 Late Bids

E-procurement portal <https://govtprocurement.delhi.gov.in> shall not allow submission of any Bid after the prescribed date and time at Clause 2.12. Physical receipt of documents listed at Clause 2.11.2 of the RFP after the prescribed date and time at Clause 2.12 shall not be considered and the bid shall be summarily rejected.

2.14 Online Opening of Bids.

2.14.1 Opening of Bids will be done through online process.

2.14.2 The Authority shall on-line open Technical Bids on 28.12.2020 at 1530 hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical Bid of only those Bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received. The DTC will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.

2.15 Rejection of Bids

2.15.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or

annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.15.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.15.3 The Bidder shall not mention the Financial Bid i.e. the Bid Price, anywhere in the Technical Bid. In the case, the Bidder mentions the same, the Bid will be rejected.

2.16 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

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

2.18 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.19 Bid Security

- 2.19.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.4 and 2.1.5 hereinabove in the form of a bank guarantee issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the “**Bank Guarantee**”) and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date and a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.19.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at Delhi (the “**Demand Draft**”) or in the form of FDR. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.19.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.19.4 Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 90 (ninety) days from the selection of the Selected Bidder. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s).
- 2.19.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Operator signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract Agreement.
- 2.19.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.19.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have

acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.19.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Contract Agreement, or otherwise, under the following conditions:

1. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
2. If a Bidder withdraws or amends or impairs or derogates its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
3. In the case of Selected Bidder, if it fails within the specified time limit –
 - i) to sign and return the duplicate copy of LOA;
 - ii) to sign the Contract Agreement; or
 - iii) to furnish the Performance Security within the period prescribed therefor in the Contract Agreement; or
4. In case the Selected Bidder, having signed the Contract Agreement, commits any breach thereof prior to furnishing the Performance Security.

SECTION-3**EVALUATION OF TECHNICAL BIDS AND OPENING &
EVALUATION OF FINANCIAL BIDS****3.1 Opening and Evaluation of Technical Bids**

- 3.1.1 The Authority shall open the Technical Bids received physically & online at 1530 hours IST on 28.12.2020, at the place specified in Clause 2.11.4 and in the presence of the Bidders who choose to attend.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

- 3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:
- (a) Technical Bid is received online as per the format at Appendix-IA including Annexure I to XIII;
 - (b) Documents listed at clause 2.11.2 are received physically;
 - (c) Technical Bid is accompanied by the Bid Security as specified in Clause 2.1.4 and 2.1.5;
 - (d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.6;
 - (e) Technical Bid is accompanied by Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement as specified in Clause 2.1.7, if so required;
 - (f) Technical Bid contain all the information (complete in all respects);
 - (g) Technical Bid does not contain any condition or qualification;
 - (h) Integrity Pact as per format given in Appendix VI has been submitted by the Bidder with the RFP Bid duly signed by Authorised signatory;
 - (i) Technical Bid contains demand draft of Rs. 75,000 + GST @ 18% towards cost of Bid document
 - (j) Duly signed and stamped Annexure-1 & Annexure-2 of Volume-III, for compliance of Technical Specifications
 - (k) it is not non-responsive in terms hereof.

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

3.3 Evaluation parameters

- 3.3.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.
- 3.3.2 A Bidder's competence and capability is proposed to be established by the following parameters:
- (a) Technical Capacity; and
 - (b) Financial Capacity

3.4 Financial information for purposes of evaluation

- 3.4.1 The Bids must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Also, in such a case, the Bidder shall provide the minimum average annual turnover and minimum Net Worth for 3 (three) years and 1 (one) year respectively, preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3 The Bidder must establish the minimum average annual turnover and minimum Net Worth specified in Clause 2.2.2(iii) & (iv), and provide details as per format at Annex-II and Annex-III of Appendix-IA.

3.4 A Other Provisions for Evaluation of Technical Bids

- (i) In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.
- (ii) The Authority will get the BID security verified from the issuing authority and after due verification, the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.

- (iii) After evaluation of Technical Bids, the Authority will publish a list of Technically responsive Bidders whose financial bids shall be opened. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

3.5 Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of online opening of the Financial Bids to the Technically responsive Bidders through e-procurement portal of DTC (<https://govtprocurement.delhi.gov.in>) and through e-mail. The Authority shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall publically announce the assessed Bid Price for each of the technically responsive Bidder. The Authority shall prepare a record of opening of Financial Bids.

3.6 Selection of Bidder

- 3.6.1 Subject to the provisions of Clause 2.15.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and whose Bid Price is the lowest, shall be declared as the selected Bidder (the “**Selected Bidder**”).
- 3.6.2 In the event that the Lowest Bidder is not selected for any reason, the Authority shall annul the Bidding Process and invite fresh Bids. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.6.3 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected 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 Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.
- 3.6.4 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall provide to the Authority no later than 30 (thirty) days from the date of LOA, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. [****](Rupees)¹.
- 3.6.5 After furnishing of Performance Bank Guarantee as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

¹ Calculated at approximately 3% (three per cent) of the Project Cost (Cost of Bus* X No. of Buses)

* Cost of bus to be calculated as per the formula given in Clause 1.2.6 of Vol-I of RFP.

3.7 Contacts during Bid Evaluation

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

3.8 Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3.9 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

3.10 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

SECTION-4**4. FRAUD AND CORRUPT PRACTICES**

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) 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 Authority 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 Agreement or arising therefrom, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(e) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any

matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “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.

4.4 Bidder shall comply with the provisions of Model Agreement for Integrity Pact (IP),(format given in Appendix VI) shall be submitted by the Bidder along with the Bid duly signed by the Authorised signatory of the Bidder and shall be deemed to be a part of the Contract Agreement.

SECTION-5**5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid conference of the Bidders shall be convened on the designated date, time and place i.e. on 07.12.2020 (at 1430 hours) at Conference Room, Head Quarter, Delhi Transport Corporation, I P Estate, New Delhi-110002. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

SECTION-6**6. GENERAL CLIMATIC CONDITIONS OF THE DELHI/ NEW DELHI (INDIA)**

6.1 The work site area is mostly plain terrain and lies in latitudes between 28° 23' and 28° 53' North and longitudes 76° 50' and 77° 21' East. Bulk quantity of buses will be operated in Delhi. However, some buses will be operated in NCR also.

6.2 The temperature during the year in Delhi varies from approximately 0°C to 50.0°C.

6.3 Summer season is from April to June and winter season is from November to March, in summer months dust storms are also frequent.

6.4 Average annual rainfall in the area is of the order of 660 mm, major portion of which is concentrated in the months of July, August and September.

6.5 The road conditions in Delhi are generally plain but also having flyovers and speed breakers. During heavy rainfall, there is possibility of water logging in certain areas and potholes may also impact the road surface.

6.6 Seismic Zone

Delhi falls under Seismic Zone IV; Earthquake of maximum magnitude of 7 on Richter's scale has been experienced in the past in the region.

6.7 Local Conditions

It is imperative that each Bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/ completion of the contract in all respects inter-alia including the cost of the design, manufacture, supply, testing, commissioning and maintenance thereafter of these Buses. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India and/ or country of manufacture & supply. On such matters, the Authority shall not entertain any request from the Bidders.

SECTION-7

7. MISCELLANEOUS

- 7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, 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.

List of Documents
(To be submitted by the Bidder)

Name of Bidder: _____

S. No,	Particulars	Whether submitted in the bid (Yes/ No)	Page no. in the bid
1.	Appendix-IA (Letter Comprising the Technical Bid)		
2.	Annex-I (Details of Bidder)		
3.	Annex-II (Financial Capacity of the Bidder) - (Average Annual turnover)		
4.	Annex-III (Financial Capacity of the Bidder) Net Worth		
5.	Annexure-IV (Statement of Legal Capacity)		
6.	Annexure-V (Undertaking for Bus Ownership or Operational Experience)		
7.	Annexure-VI (Vehicle Manufacturing Experience)		
8.	Annexure-VII (Experience of Charging Infrastructure)		
9.	Annexure-VIII (Mandatory Submission for All Bidders)		
10.	Annexure-IX (Non-Blacklisting certificate)		
11.	Annexure-X (Proforma for Declaration of “No Deviations”)		
12.	Annexure-XI (Format for Details of Technology Partner)		
13.	Annexure-XII (Technical Capacity in Technology)		
14.	Annexure-XIII (Guidelines of the Department of Disinvestment)		
15.	Appendix-II (Bank Guarantee For Bid Security)		
16.	Appendix-III (POA for signing of Application)		
17.	Appendix-IV (POA for LM of Consortium)		
18.	Appendix-V (Joint Bidding Agreement for Consortium)		
19.	Appendix-VI (Integrity pact)		

S. No,	Particulars	Whether submitted in the bid (Yes/ No)	Page no. in the bid
20.	Copy of Memorandum and Articles of Association		
21.	Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 years.		
22.	Technical details as per Annexure – 1 of Technical Specifications of Bus – Volume III.		
23.	In case of sub-contracting, documentary proof i.e. back to back arrangement/ MoU for undertaking various activities i.e. Manufacturing/ Operation and Maintenance of Bus Services as applicable through Letter of Associations/Tie-up Certificates etc		
24.	Copy of certificate under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Midi/Standard Electric Bus (100% battery operated) from the notified testing agencies under rule 126 of CMVR. i.e., CMVR type approval of at least one model of Electric Bus.		
25.	FAME-II Scheme eligibility certificate; * In case, the Bidder has applied for the FAME II certificate to the DHI/NAB and cannot submit the same in the Bid, it shall provide an Undertaking that it will provide this certificate on or before the inspection of prototype.		
26.	OEM's each Electric Bus model for bid shall satisfy minimum technical eligibility criteria under FAME II with regard to performance and efficiency, for which OEM should obtain certificate of FAME II eligibility fulfillment from recognized testing agencies. OEM shall submit an undertaking in this regard assuring compliance of the above requirement.		
27.	Undertaking as per Clause 2.2.2 (xi).		
28.	An undertaking from the person having PoA that they agree and abide by the Bid documents uploaded by DTC and amendments uploaded, if any.		
29.	Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the		

S. No,	Particulars	Whether submitted in the bid (Yes/ No)	Page no. in the bid
	General Financial Rules (GFRs) as per format given in Appendix-VII shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Concession Agreement.		
30.	Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the “Bidder from a country which shares a land border with India”).		

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

APPENDIX IA
LETTER COMPRISING THE TECHNICAL BID
(Refer Clause 2.1.3, 2.11 and 3.2)

To,

The Chairman-cum-Managing Director,
Delhi Transport Corporation
IP Estate, New Delhi - 110002

Sub: BID for “Selection of Bus Operator for Supply, Operation and Maintenance of 300 Air Conditioned Fully Built Low Floor Electric buses of 12 mtrs. length under OPEX Model on PPP (BOOT) basis (under FAME-II Scheme)” Project.

Dear Sir,

1. With reference to your RFP document dated[§], I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Operator for the aforesaid Project, and we certify that all information provided in the Bid and in Annexes I to XIII 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.
3. This statement is made for the express purpose of our selection as a Operator for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority 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. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by a judicial authority or a judicial pronouncement, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:

[§] All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

- (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(d) and 2.2.1(e) of the RFP document; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ 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, in accordance with Clause 2.15.2 of the RFP document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-VI thereof.
15. I/ 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 Authority of the same immediately.

The Statement of Legal Capacity as per format provided at Annex-V in Appendix-IA of the RFP document, and duly signed, is enclosed. The Power Of Attorney For Signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.

16. I/We acknowledge and undertake that our Consortium is qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, till end of Contract Period, (a) the Lead Member shall hold equity share capital not less than 38% (thirty eight per cent); (b) each such member whose experience will be evaluated for the purposes of this RFP shall , hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the Operator; and (ii) 5% (five percent) of the Total Project Cost specified in the Contract Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Contract Agreement in respect of Change in Ownership.
17. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Operator under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Contract Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Contract Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Contract Agreement.
19. I/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 Authority in connection with the selection of the Bidder, or in connection with the Bidding

- Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 21. I/We have studied all the Bidding Documents carefully.. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
 22. I/We offer a Bid Security of Rs. 9.00 Crore (Rupees Nine crore only) to the Authority in accordance with the RFP Document.
 23. The Bid Security in the form of a Demand Draft/ Bank Guarantee/FDR (strikeout whichever is not applicable) is attached.
 24. The documents accompanying the Technical Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
 25. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
 26. The Bid Project Cost has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Contract Agreement, our own estimates of costs and after a careful assessment of all the conditions that may affect the cost and implementation of the Project.
 27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
 28. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Operator under the Contract Agreement till occurrence of Financial Close in accordance with the Contract Agreement.}
 29. I/ We certify that in terms of the RFP, my/our Networth is Rs. (Rs. in words) and my/our minimum average annual turnover is (Rs. in words).
 30. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

31. I/ We hereby submit our Bid as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Contract Agreement.
32. I/ We hereby submit Integrity Pact as per format given in Appendix VI of the RFP Bid duly signed by Authorised signatory & it shall be part of the Contract Agreement.
33. I/ We undertake that we have not mentioned the Financial Bid i.e. the Bid Price, anywhere in the Technical Bid. I/ We also undertake that in the case I/We have mentioned the same, my/ our Bid will be rejected.
34. I/We shall undertake that we abide by all the applicable laws of India.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

APPENDIX - IB

Letter comprising the Financial BID
(Refer Clauses 2.1.3, 2.11.1 and 3.2)

(TO BE SUBMITTED IN A SEPARATE ENVELOPE ALONG WITH TECHNO-COMMERCIAL BID)

To,

Dated:

The Chairman-cum-Managing Director,
Delhi Transport Corporation
IP Estate, New Delhi - 110002

Sub: BID for “Selection of Bus Operator for Supply, Operation and Maintenance of 300 Air Conditioned Fully Built Low Floor Electric buses of 12 mtrs. length under OPEX Model on PPP (BOOT) basis (under FAME-II Scheme)” Project.

Dear Sir,

1. With reference to your RFP document dated **** **\$, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Operator for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. The Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft Contract Agreement and its Schedules, our own estimates of costs and after a careful assessment of the all the conditions that may affect the cost and implementation of the Project.
4. I/ We acknowledge the right of the Authority 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.
5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

7. I/ We hereby submit our Bid consisting of Bid Price online for undertaking the aforesaid Project in accordance with the Bidding Documents and the Contract Agreement.
8. I/We hereby undertake that the Financial Bid quoted by us in the Bid is not more than the Financial Bid quoted by us for any similar project with similar terms and conditions for any other State or Central Government/ STU/ State or Central PSU.

Yours faithfully,

Place:

Date: (Signature, name and designation of the
Authorised Signatory)

Name & seal of Bidder/Lead Member:.....

Appendix IA**Annex-I
Details of Bidder**

- (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
 3. Vehicle Manufacturer related Documents (specify page number of supporting documents in the Bid)
 - Registration Certificate of Factory for manufacturing of Buses
 - Evidence of bus manufacturing facilities
 - Quality Certificate (from reputed/ recognized Firm) - Certificate No. - Date of Validity
 - Quality Management System Certification (e.g. ISO: 9001-2000)
 - Quality System Certification (e.g. ISO: 16949-1999)
 - Environment Management Certification (ISO:14001-1996)
 - ARAI accreditation,
 - Capabilities/Preparedness may be verified through Site visit.
 4. Bus Operator related Documents
 - Stage Carriage Permits/ Contract Carriage Permits
 5. 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).
 6. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
- Appendix IA**
Annex-I
7. Particulars of the Authorised Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

8. In case of a Consortium:

- (a) The information above (1-4) should be provided for all the Members of the Consortium.
- (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.1.13 (g) should be attached to the Bid.
- (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.1.13(d)} ^{\$}	Percentage of equity in the Consortium{Refer Clauses 2.1.15(a), (c) & (g)}
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Bidder, should be indicated.

- (d) The following information shall also be provided for Sole Bidder/ each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred [£] by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

Appendix IA
Annex-I

^{\$} All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

[£]or has been declared by the Authority as non performer/blacklisted.

9. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

ANNEX-II

**Financial Capacity of the Bidder
(Average Annual turnover)**

On Statutory Auditor's letterhead} [In case of Consortium, all members should provide Turnover Certificate]

I hereby declare that I have scrutinized and audited the financial statement of M/s The Average turnover* of the bidder (name of the Bidder) as on [] as per, Audited statement is as follows;

Year	Annual turnover INR Crore)**		
	Bidder	Associate	Total
31st March, 2020			
31st March, 2019			
31st March, 2018			

*To be provided from last three years (FY 2017-18, 2018-19 and 2019-20) audited balance sheet & profit and loss statement to be attached.

(Signed and Sealed by the statutory auditor)

ANNEX-III
Financial Capacity of the Bidder
Net Worth

On Statutory Auditor's letterhead} [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/sThe Net worth* of the bidder (name of the Bidder) as on [] as per Audited statement is as follows;

Financial Year	Net worth (INR Crore)**		
	Bidder	Associate	Total
2019-20			

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

**for the purpose of Net worth calculation it is defined : aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

(Signed and Sealed by the statutory auditor)

ANNEX-IV
Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder / Lead Member of Consortium)

Ref. Date:

To,

The Chairman-cum-Managing Director,
Delhi Transport Corporation
IP Estate, New Delhi - 110002

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our Consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

Appendix IA
Annex-V

ANNEX-V
Undertaking for Bus Ownership or Operational Experience

{On bidder's letterhead}

Bus Operator 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 no of Buses through ownership or contractual right.

1. For Ownership experience for required no of Buses (starting from 2016-17)

Period of Ownership (Year to Year)	No. of Passenger Buses owned by the bidder

- i. Copy of RC books for owned vehicles is to be attached herewith.
- ii. RTO ownership certificate.

(specify page number of abovementioned supporting documents in the Bid)

2. For Operation experience for required no of Buses for last three years (starting from 2016-17)

Period of contract	Client name	No. of Bus operated through contract by the bidder	Total

- 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

(specify page number of abovementioned supporting documents in the Bid)

Appendix IA
Annex-VI

ANNEX-VI
Vehicle Manufacturing Experience

Details may be given for all types of Buses supplied by Bidder in past five years.

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 Authority)	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	

Copy of the documentary evidences, signed by the Authorized Signatory shall be attached (specify page number of abovementioned supporting documents in the Bid)

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Bus Manufacturer

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Annex-VII

Annex-VII
Experience of Charging Infrastructure

We hereby declare that our Organisation has tie-up (proposed tie-up) with M/s _____ for provision, installation, operation and maintenance of Charging Infrastructure. The said Service Provider has the following experiences:

1	Contract: 1	
	Name of the Main Contractor/ Sub-Contractor	
	No. of Charging Stations installed	
	Type of Charging Station installed (Fast/Slow)	
	Location of Service	
	Completion Date of installation	
2	Contract: 2	
	Name of the Main Contractor/ Sub-Contractor	
	No. of Charging Stations installed	
	Type of Charging Station installed (Fast/Slow)	
	Location of Service	
	Completion Date of installation	
3	Contract: 3	
	Name of the Main Contractor/ Sub-Contractor	
	No. of Charging Stations installed	
	Type of Charging Station installed (Fast/Slow)	
	Location of Service	
	Completion Date of installation	

*Please add additional contracts if necessary

**Documentary evidences/ tie-up Certificates as indicated in Clause 2.2.2 (ix)

*** Specify page number of abovementioned supporting documents in the Bid

Proposed Charging Infrastructure

Sl. No.	Type of Chargers	Nos. Proposed	Brief Specification	Charging Time (100% SOC)
1	Slow Charger			
2	Fast Charger			
3	Charger en-route (if any)			

*Please provide an estimation for 100 Contracted Buses

Date:

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

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Annex-VIII

Annex-VIII
Mandatory Submission for All Bidders

Sl. No.	Description	Remarks (to be filled by the Bidder)
1	Name of the OEM (as applicable)	
2	Proposed tie-ups for manufacturing and supply of Contracted Buses <i>(In the event of OEM is neither a Bidder nor a Member of the Consortium)</i>	Name of the OEM Undertaking for back to back agreement with the OEM – Submit Documentary evidences to support the claim
3	Registered under DHI, FAME Scheme II	Yes/ No
4	OEM Code (if already allotted by DHI/NAB)	
5	Model Name (proposed to be supplied under this Contract)	
6	Vehicle Category as per CMVR	
7	Technology Type	
8	Brief Specification	(please also attach Brochure of the proposed Contracted Bus) <i>Detailed drawing indicating location and mounting details of Battery packs /and other sub-systems of Electric Propulsion system be provided</i>

We declare that

- The Contracted Bus to be fitted with advanced batteries satisfying the performance criteria as mentioned in the RFP and FAME India Scheme Phase II;
- All the Contracted Buses satisfy minimum technical eligibility criteria notified under FAME India Scheme Phase II and also satisfy Phased Manufacturing Programme (Localisation) as notified by DHI from time to time.
- All the Charging Infrastructure to be installed shall comply with “Charging Infrastructure for Electrical Vehicles – Guidelines and Standards” issued vide Notification No. 12/2/2018-EV dated December 14, 2018 by Ministry of Power, Government of India and as amended from time to time.

Date:

Place:

Appendix IA
Annex-VIII

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Appendix IA

Annex- IX

ANNEX-IX

Non-Blacklisting certificate

Format of self-certificate stating that the Entity/Promoters /Directors of Entity are not blacklisted

[All Consortium Member should provide in case Bidder is a Consortium] Non-Blacklisting Certificate

M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoters/ director/s or our firm as well as our Associate (insert "Associate" in case Bidder is taking credit for meeting qualification criteria) as defined in RFP are not barred by Government of Delhi (GoD)/ any other entity of GoD 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 for last one year from _____ (Bid Due Date)

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 thisDay of, (Year).

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Seal of the Bidder

Appendix IA
Annex-X

ANNEX-X

Proforma for Declaration of “No Deviations”

[TERMS & CONDITIONS STIPULATED IN RFP (INSTRUCTIONS TO BIDDERS),
DRAFT CONCESSION AGREEMENT AND SCHEDULES AND TECHNICAL
SPECIFICATIONS OF BUS]

RFP Number: DCGM/SBU/940/2020/AC

Date of Opening:

We undertake that there is no deviation from the terms and conditions stipulated in the in RFP (Instructions to Bidders), Draft Concession Agreement and Schedules and Technical Specifications of Bus

We accept in full all the clauses of RFP (Instructions to Bidders), Draft Concession Agreement and Schedules and Technical Specifications of Bus, of the RFP Document without any Deviation.

Signature and Seal of the Bidder

Appendix IA

Annex-XI

ANNEX-XI

Format for Details of Technology Partner

1. (a) Name
(b) Country of incorporation/registration
(c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India
(d) Date of incorporation and/or commencement of business.
2. Brief description of the Technology Partner, including details of its main lines of business and proposed role and responsibilities in this Project(s).
3. Details of individual/s who will serve as the point of contact / communication with Delhi Transport Corporation:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :

Appendix IA
Annex-XII

ANNEX-XII

Technical Capacity in Technology

This is to certify that _____ (name of the Bidder/Technology Partner) has:

ownership of _____ (specify details of the technology) for the purpose **supply of Electric Buses**

AND/OR (indicate whichever is applicable)

access to _____ (specify details of the technology) for the purpose of **supply of Electric Buses**

AND

We have the Supply Capacity in terms of requirement of this RFP – Instructions to Bidders to supply operational Electric Bus in terms of specifications and standards as provided in Volume III of Bidding Documents and Concession Agreement of Nos.____ units in a year.

(Signature of the Authorised Signatory of the Technology Partner)

Name:

Designation:

Instructions:

1. This certificate should be signed by an authorised signatory of the Technology Partner. Power of Attorney in favour of such authorised signatory shall have to be submitted.
2. This certificate need to be accompanied by a suitable documentary evidence in the form of statutory auditor certificate supporting such claim of the Technology Partner.

APPENDIX-IA

Annexure XIII
Guidelines of the Department of Disinvestment
(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment
Block 14, CGO Complex
New Delhi.
Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after

- examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
 - (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
 - (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
 - (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
 - (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX – II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.4 and 2.19.1)

B.G. No. Dated:

1. In consideration of you, Delhi Transport Corporation,, having its office at IP Estate, New Delhi, Delhi - 110002, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a Company registered under Companies Act, 1956/2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the **Selection of Bus Operator for Supply, Operation and Maintenance of 300 Air Conditioned Fully Built Low Floor Electric buses of 12 mtrs. length under OPEX Model on PPP (BOOT) basis (under FAME-II Scheme)** (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft contract agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.4 read with Clause 2.1.5 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs.***** (Rupees *****) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and

irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees *****).

4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the

matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to ***** (Rupees *****). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the Bid Due Date).
14. This guarantee shall also be operatable at our _____ branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment hereunder claimed, the said branch shall accept such invitation letter and make payment of amounts so demanded under the said invocation.

Signed and Delivered by
Bank

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

(Signature of the Authorised Signatory)
(Official Seal)

APPENDIX-III**Format for Power of Attorney for signing of Bid***(Refer Clause 2.1.6)*

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the **“Selection of Bus Operator for Supply, Operation and Maintenance of 300 Air Conditioned Fully Built Low Floor Electric buses of 12 mtrs. length under OPEX Model on PPP (BOOT) basis (under FAME-II Scheme)”** Project proposed by the Delhi Transport Corporation (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we 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.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)
of person authorized by Board
Resolution (in

case of Firms/Company)/Partner in
case of
Partnership Firms

Witnesses:

1.

2.

Notarised

Notarised

Person identified by me/personally appeared before me
/signed before me/Attested/Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date_____

Accepted

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

APPENDIX-IV
Format for Power of Attorney for Lead Member of Consortium
(Refer Clause 2.1.7)

Whereas the Delhi Transport Corporation (“the Authority”) has invited bids from interested parties for the **Selection of Bus Operator for Supply, Operation and Maintenance of 300 Air Conditioned Fully Built Low Floor Electric buses of 12 mtrs. length under OPEX Model on PPP (BOOT) basis (under FAME-II Scheme)** (“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 authority 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, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise 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/ 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 Authority, 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 Contract Agreement is entered into with the Authority.

AND we 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)

Witnesses:

1.

2.

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

APPENDIX V**Format for Joint Bidding Agreement for Consortium***(Refer Clause 2.1.7 & 2.1.13(g))**(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20....

AMONGST

1. {..... Limited, and having its registered office at } (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at } and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at} (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) DELHI TRANSPORT CORPORATION represented by its _____ and having its principal offices at IP Estate, New Delhi, Delhi - 110002 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Proposal No. dated (the “**RFP**”) for award of contract for Selection of Bus Operator for Supply, Operation and Maintenance of 300 Air Conditioned Fully Built Low Floor Electric buses of 12 mtrs. length under OPEX Model on PPP (BOOT) basis (under FAME-II Scheme) (the “**Project**”) through public private partnership.

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Companies Act 2013 for entering into a Contract Agreement with the Authority and for performing all its obligations as the Operator in terms of the Contract Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding

Process and until the Appointed Date under the Contract Agreement when all the obligations of the SPV shall become effective;

- (b) Party of the Second Part shall be {the Technical Member of the Consortium ;}
- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- {(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Contract Agreement.

6. Shareholding in the SPV

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

- 6.2 The Parties undertake that a minimum of 38% (thirty eight percent)/ 26% (twenty six per cent), as the case may be, of the subscribed and paid up equity share capital of the SPV shall, at all times till end of Contract Period , be held by the Parties of the First, {Second and Third} Part whose experience and network have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP.
- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- 6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the third anniversary of the commercial operation date of the Project.
- 6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Contract Agreement.

- 6.6 The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of the Contract Agreement.}

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium or does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

SIGNED, SEALED AND DELIVERED

For and on behalf of

FOURTH PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
FIFTH PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SIX PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

APPENDIX VI

Integrity pact (Refer clause 4.4)

This Pact made this [●] day of [●] between Delhi Transport Corporation having its office at I P Estate, New Delhi hereinafter called the DTC (which term shall unless excluded by or is repugnant to the context, be deemed to include its officers, and shall also include its successors and assigns) of the one part

AND

[●] represented by [●] of the other part, hereinafter called the “Bidder/Contractor “(which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the DTC intends to award, under laid down organizational procedures, tender/ contract for [●].The DTC, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the DTC is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the DTC hereby adopts the instrument developed by the renowned international non-governmental organization “Transparency International” (T I) headquartered in Berlin (Germany).The DTC will appoint an Independent External Monitors (IE) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the DTC for [●]. In response to the NIT (Notice Inviting Tender) dated [●] Contractor is signing the contract for execution of [●]

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the DTC to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling DTC to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the DTC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the DTC;

- 1.1 The DTC undertakes that no official of the DTC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The DTC will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the DTC will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the DTC with full and verifiable facts and the same is prima facie found to be correct by the DTC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DTC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the DTC the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DTC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees,

brokerage or inducement to any official of the DTC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the DTC for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the DTC.

- 3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the DTC that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the DTC or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the DTC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the DTC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder

/ Contractor also undertake to exercise due and adequate care lest any such information is divulged.

- 3.10 The Bidder/Contractor will inform to the Independent External Monitors. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any DTC's associate(s)
- 3.11 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the DTC, or alternatively, if any relative of an officer of the DTC has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the DTC.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the DTC is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the subcontractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 crore (Rupees zero point five crore) and to submit the same to the DTC along-with the tender document/ contract before contract signing.
- 4.4 That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the DTC after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five crore) will be required to sign this Pact by the Contractor, and the same will be submitted to the DTC before doing/ performing any act/ function by such subcontractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the DTC will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. DTC will terminate the contract and initiate appropriate action against such Contractor(s).
5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.

While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC., which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.

6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts.
- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the DTC to take all or any one of the following actions, wherever required: -
 - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iii) If the DTC has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the DTC is entitled to forfeit the earnest money deposited/Bid Security.
 - (iv) To recover all sums already paid by the DTC, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime

Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the DTC in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the DTC resulting from such cancellation/rescission and the DTC shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the DTC.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the DTC with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Security and Subsidy Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the DTC have terminated the contract under section 2 or 3 or 4 or if the DTC is entitled to terminate the contract under section 2 or 3 or 4, the DTC shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the DTC that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the DTC.

6.2 The DTC will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Contractor applies to the DTC for premature revocation of the debarment and proves to the satisfaction of the DTC that he has installed a

suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the DTC may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

- 6.4 That a transgression is considered to have occurred if the DTC is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the DTC to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:

That if the DTC receives any information of conduct of a Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the DTC has substantive suspicion in this regard, the DTC will inform the Vigilance Department for appropriate action.

8. Independent External Monitors (s),

- 8.1 That DTC has appointed Sh. Jagdeep Kumar Ghai, P&TA and FS(Retd.), R/o 101, Shubhangam, NS Rd. No. 2, JVPD Scheme, Vile Parle West, Mumbai-40056. (E-Mail: jkgghai@gmail.com; Mobile No. 9869422244)& Sh. Radhakrishan Kini, IPS(Retd.), R/o Ramjaipal Nagar Gola Road PS, Rupaspur Patna-801503, (E-Mail: arvkini2004@yahoo.co.in; Mobile No. 9971722727) as Independent External Monitors for this Pact.
- 8.2 The task of the Independent External Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or DTC.
- 8.3 That the Independent External Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Managing Director of the DTC.
- 8.4 That the Bidder / Contractor accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the DTC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation

including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Independent External Monitor is under obligation to treat the information and documents of the DTC and Bidder/ Contractor / Sub- Contractors/ Associates with confidentiality.

- 8.5 That as soon as the Independent External Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the DTC and request the management to discontinue or heal the violation, or to take other relevant action. The Independent External Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Independent External Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the DTC will provide to the Independent External Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the DTC and the Contractor / Bidder. The parties offer to the Independent External Monitor the option to participate in such meetings.
- 8.7 That the Independent External Monitor will submit a written report to the Managing Director of the DTC within 2 weeks from the date of reference or intimation to him by the DTC and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Independent External Monitor has reported to the Managing Director a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word ‘Independent External Monitor’ would include singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the DTC or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the DTC, as applicable.

11. Other Legal Actions

- 11.1 That the changes and supplements as well as termination notices need to be made in writing.
- 11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Developer 12 months after the initial/extended term. It expires for the Contractor/sub-contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the DTC.
- 12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at _____ on _____

Purchaser (Buyer)	BIDDER
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	Witness
DTC	1. _____
Witness	2. _____
1. _____ 2. _____	

Appendix-VII
Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the
General Financial Rules (GFRs)

To,

Dated:

**The Chairman-cum-Managing Director,
Delhi Transport Corporation
IP Estate, New Delhi - 110002**

Sub: BID for “Selection of Bus Operator for Supply, Operation and Maintenance of 300 Air Conditioned Fully Built Low Floor Electric buses of 12 mtrs. length under OPEX Model on PPP (BOOT) basis (under FAME-II Scheme)” Project.

Dear Sir,

With reference to your RFP document dated *** **\$, I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Notes:

{Where applicable, evidence of valid registration by the Competent Authority shall be attached}

In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

FINANCIAL BID FORM

The price bid BOQ is documented separately and can be downloaded from e-procurement portal i.e. <https://govtprocurement.delhi.gov.in> along with the RFP documents. The price bid BOQ in excel format which is available on <https://govtprocurement.delhi.gov.in> website should be completely filled and should be uploaded as a part of the bid/proposal without which the bid/proposal shall be treated as “NON-RESPONSIVE

Format for Financial Bid Form

(The Bidder shall upload the Price Bid online on the e-procurement portal only)

Tender Inviting Authority: Dy. Chief General Manager (SBU). DTC, I P Estate, New Delhi – 110002

Name of Work: TENDER FOR SELECTION OF BUS OPERATOR FOR SUPPLY, OPERATION AND MAINTENANCE OF 300 AIR CONDITIONED FULLY BUILT LOW FLOOR ELECTRIC BUSES OF 12 MTRS. LENGTH UNDER OPEX MODEL ON PPP (BOOT) BASIS (UNDER FAME-II SCHEME).

CONTRACT NO: DGCM/SBU/940/2020/AC

Tender Id:-

Name of the Bidder/ Bidding Firm/Company :	
--	--

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.

Bidders are allowed to enter the Bidder Name and Values only)

NUMBE R#	TEXT#	NUMBER#	TEXT #	NUMBE R#	NUMBER#	NUMB ER#	NUMBER#	NUMBER#	TEXT#
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST and all other applicable taxes If applicable (in Percentage)	GST Amount in Rs. P	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	8	9	11	12	13
1	SELECTION OF BUS OPERATOR FOR SUPPLY, OPERATION AND MAINTENANCE OF 300 AIR CONDITIONED FULLY BUILT LOW FLOOR ELECTRIC BUSES OF 12 MTRS. LENGTH UNDER OPEX MODEL ON PPP (BOOT) BASIS (UNDER FAME-II SCHEME). Important Notes: 1 In case of discrepancy between Unit Price and Total Price, the Price as favourable to the Authority shall prevail. 2 In case of difference between the Price in figures & words, the Price quoted in words will prevail. 3 Instructions contained in the 'RFP – Instructions to Bidders', 'Draft Concession Agreement', 'Schedules' and 'Technical Specifications of Bus', may be carefully studied before filling up this 'Format of Financial	1.00	Per km						

NUMBE R#	TEXT#	NUMBER#	TEXT #	NUMBE R#	NUMBER#	NUMB ER#	NUMBER#	NUMBER#	TEXT#
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST and all other applicable taxes If applicable (in Percentage)	GST Amount in Rs. P	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes Rs. P	TOTAL AMOU NT In Words
	Bid' 4 The Bidder shall clearly indicate breakup of prices in their bids in respect of Basic rate per kilometre including government taxes/levies etc. As applicable at the time of filling their bids. 5 All Government levies to be paid as per actual during the Contract period.								
Total in Figures									
Quoted Rate in Words									

Exhibits of the document

Exhibits of the document

Exhibit A	Expression of Interest Inviting Proposals for availing incentives under FAME India Scheme Phase II for deployment of electric buses on Operation Cost Model basis
Exhibit B	Letter of award for electric buses sanctioned under FAME India Scheme Phase – II
Exhibit C	Notification no. S.O.1300 (E) dated 8 th March 2019
Exhibit D	Notification no. S.O.1472 (E) dated 28 th March 2019
Exhibit E	Notification no. S.O.2068 (E) dated 21 st June 2019
Exhibit F	Notification no. S.O.2479 (E) dated 10 th July 2019
Exhibit G	F. No. 7(06)/2019-NAB-II(Auto) Government of India dated 29 th April 2019
Exhibit H	Office Memorandum issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020

F.No. 6(09)/2019-NAB.II(Auto)
Dated the 4th June 2019

Expression of Interest

Inviting

Proposals for availing incentives under Fame India Scheme Phase II

For Deployment of Electric Buses on Operational Cost Model basis

Department of Heavy Industry
Ministry of Heavy Industries & Public Enterprises
Government of India
Udyog Bhawan
New Delhi

**This Expression of Interest
Inviting
Proposals for availing incentives under Fame India Scheme Phase II
For Deployment of Electric Buses on Operational Cost Model basis**

1. Background:

Government of India has recently approved Phase-II of FAME India Scheme [Faster Adoption and Manufacturing of (Hybrid &) Electric Vehicles in India], for a period of 3 years commencing from 1st April 2019 with total budgetary support of Rs. 10,000 Crore. The main focus of this phase of the scheme is the electrification of public & shared transportation.

Under Phase-II of FAME India Scheme, the government intends to support about 7000 e-buses, with a total outlay of about Rs. 3500 Crores, by extending demand incentives for deployment of electric buses using operational cost model to be adopted by State / City Transport Corporation (STUs). The detail notification for FAME India scheme phase II is available at www.dhi.gov.in.

This EOI is being issued for inviting proposals from State/UT Government departments, State/city Transport Undertakings, Municipal Corporations or any other similar public entity interested in the deployment of electric buses for public transport in different cities on an operational cost model. For simplicity, such organisation who are interested to submit the proposal is mentioned as 'STUs' in subsequent paragraphs.

2. Coverage

Since one of the primary objectives of this scheme is to reduce vehicular pollution from major cities, initially proposals are invited from the cities that fulfill any one of the following criteria:

1. Million plus cities as per 2011 census.
2. Smart cities as notified by MoHUA.

3. Satellite towns connected to 7 major metros (Delhi, Mumbai, Kolkata, Chennai, Hyderabad, Bangalore and Ahmedabad)
4. Major Cities of Special Categories State/UTs
5. The capital city of all states/UTs not covered in the above categories.
6. Intercity bus operations connecting these cities.

3. Quantity of Buses:

Deployment of 5000 electric buses is planned to be supported in cities as per the coverage criteria stated in this EOI. These 5000 buses will be sanctioned to different states/cities after evaluation of the proposals received under this EOI, based on available resources and priorities set by DHI.

4. The basic requirement for City/STU before submitting a proposal under this EOI.

- a. To have economies of scale for operators, each STU has to apply for a certain minimum number of buses as stated below.

Category of City	Minimum number of buses	Total No of target Cities	Number of cities to be selected	No of Buses planned to be sanctioned
4 Million plus cities	300	8	5	1500
million plus cities	100	45	20	2000
Special Category of states	50	20	10	500
Other cities	50	50	20	1000
Total			40	5000

- b. At the time of application, cities need to guarantee that each bus slot will run for at least five lakhs km during its contract period.
- c. Cities need to inform the number of buses they intend to deploy at the time of submitting a proposal.
- d. STU/City may mix the bidding for the specified number of intracity operation and a certain number of intercity operation for better price on gross cost contract basis.
- e. Maximum demand incentive available from DHI under FAME India Scheme Phase II will be as given below.

<i>a. Standard Bus (length > 10 m to 12 m):</i>	<i>55 Lakhs</i>
<i>b. Midi Bus (length > 8 m to 10 m):</i>	<i>45 Lakhs</i>
<i>c. Mini Bus (length > 6 m to 8 m):</i>	<i>35 Lakhs</i>

5. Selection Parameters:

Deployment of electric buses requires the development of the entire ecosystem that supports electric vehicles which includes favourable policies for electrification of vehicles, availability of power at affordable price, availability of space/locations for installation of charging infrastructures, dedicated depot for parking of buses and installation of chargers, concession in registration fees of such vehicles and so on. For this purpose, detailed information will be required to be submitted by STUs along with proposal as stated in subsequent paragraphs.

The indicative list of parameters for evaluation of the proposal submitted by STUs for intracity bus operations are as mentioned below:

5.1 Qualifying parameters:

5.1.1 State Level Information:

1. Separate EV Policy for State
2. Registration charges/Road Tax applicable for EVs
3. Information on Parking Fee/ Toll Tax for EVs

4. State level policy for preferential permit regime for commercial EVs if any
5. Any other measures taken by the state to promote EVs if any

5.1.2 City Level Information:

1. Population of City
2. Road density (Road length per 100 sq. km.)
3. Vehicular density (Number of buses per 10,000 persons)
4. The average level of PM 2.5 pollutant for the city during 2018
5. The number of Electric 3W and 4W expected to be registered by offering different fiscal/non-fiscal measures in 2019-2020 for last mile connectivity. (More the number, more the weight)
6. Experience of running of Diesel/CNG buses on a wet lease model.
7. Number of Electric Buses rolled out by the city from its resources
8. The number of charging stations installed in the city from its resources.
9. Availability of exclusive Depot for parking of Electric buses and installation of charging points.
10. Availability of high Voltage electricity connection at the depot.

5.2 Ranking Parameter

Once cities qualify to be considered for funding under the scheme based on above-mentioned qualifying parameters, the final selection of cities will be based on ranking of city/ state to be prepared based on the weighted average of total assured run in kilometer per bus during the entire contract period.

(e.g. if a city otherwise qualified based on above parameters, applied for average 6 lakh km per bus, while other city asked for average of 5 lakh km during the contract period, the city with higher run, i.e. (6 lakh in instant case) will be given higher ranking for final selection for funding under this scheme).

6. Selection Procedure:

- a) DHI will form a screening committee for evaluation of the proposal submitted by STU to procure electric buses under phase II of FAME India scheme.
- b) Screening of proposal submitted by STUs in response to EoI shall be carried out as per eligibility conditions mentioned in this document and on verification of testimonials provided along with EoI.
- c) Selection Committee shall have the liberty to decide the criteria for selection of the proposals using above-said selection parameters.
- d) The committee will rank the STUs based on scores against the prescribed parameters and finalize the list of qualified cities/STUs based on qualifying parameters stated in Para 5.1.
- e) For the qualified cities, the ranking will be made using the average minimum assured kilometer per bus stated by concerned STU in the proposal. Based on this ranking committee will finalise the name of final selected STUs along with the number of buses to be sanctioned to different cities/STUs.
- f) The recommendation of the screening committee will be presented before the Project Implementation and Sanctioning Committee (PISC) for approval.
- g) With the approval of PISC, the proposal will be processed in the Department of Heavy Industry for approval of competent authority in consultation with Internal Finance Wing.
- h) After the approval of competent authority, STUs will be informed about the total number of sanctioned buses for the selected cities with a request to initiate the procurement process.

7. Methodology to be followed by selected STUs

STU which is selected for deployment of electric buses will have to follow the following methodology for the deployment of electric buses:

- a. Each selected city will need to deploy the approved number of electric buses on Operational model (Wet Lease Model) after undertaking a transparent procurement procedure.
- b. All selected cities of a particular state may consider bidding for all sanctioned buses together to get a better price.
- c. Model Concession Agreement as prepared by NITI Aayog to be adopted by the selected city, and the same may be incorporated in the bid documents.
- d. The procurement of electric buses will be done by inviting bids from operators for deployment of electric buses, where bidding parameters will be Gross Cost Contract (GCC) based bidding. Details of this bidding models is explained in subsequent paragraphs.
- e. Eligible demand incentive will be calculated, as stated in paragraph 9. However, the maximum demand incentive per bus will be limited to the amount, as stated above in para 4 (f).
- f. STUs should ensure to complete the procurement process and issue supply order to selected bidder/operator within a period of 3 months from the issue of sanction order. Failure to stick to this timeline may result in cancellation of sanction order without any further notice.
- g. STUs are also responsible to ensure that all procured buses to be supplied and put to operation within a maximum period of 12 months from the date of issue of supply order. STUs may have necessary Liquidation Damage clause in the bidding documents to ensure the supply of buses within the prescribed timeline.

8. Incentive disbursement mechanism

The main intention of extending demand incentive for electric buses is to reduce the upfront capital cost of such Electric Buses. As such, the entire applicable incentive amount will be released to STU for further payment to the selected bidder on the strength of Bank Guarantee of equivalent amount for at least five year period. This amount will be exclusively used for

reimbursement to selected operators/bidder/OEMs as the upfront capital cost for bus slots.

The entire subsidy amount will be released to STU for further payment to the selected bidder as per following installments.

Installment No	The activity being completed	Percentage of demand incentive to be released by DHI
1	After the issue of supply order and signing of the agreement by STU with selected bidders; as mobilization advance	20%
2	Delivery of Buses	40%
3	After 6 months of the successful commercial operation of Buses	40%

9. Bidding Mechanism:

Since electric buses under FAME India Scheme need to be deployed only on Operational cost basis i.e., Rate per kilometer basis, the bidding mechanism should be as detailed given below.

1. STU may invite the bid by asking the bidder to quote the Gross Cost Contract rate for running of electric bus in Rs/km for the **minimum assured run** per year and for a specified contract period.
2. While bidding the operator will take into account all expenses like purchase cost of vehicles, cost of operation, electricity, drivers, management of fleet, charging infrastructure, replacement of battery, maintenance of vehicle etc. required to run the buses for contract period and quote certain amount as Rs/km as GCC rate. The operator who quotes minimum rate will be the selected bidder.
3. The subsidy amount will be calculated using the following formula:-

- a. It is observed that 50% of the GCC rate quoted by the bidder is because of the capital cost of the bus and remaining 50% is towards meeting the operational expenditure for running this bus including the cost of electricity.
- b. Based on this 50% of GCC cost, Net Present Value (NPV) of all future payments, using total minimum assured run in kilometers per month and total contract period, cost of the bus will be calculated using 10.5 % discount rate, to be compounded on monthly basis. This will be calculated using the following formula.

$$\text{Cost of Bus} = \frac{a}{r} \left(1 - \frac{1}{(1+r)^n} \right)$$

Where

- a- *Monthly equal payment for Capital Cost*
 $= 0.5 * L1 \text{ GCC Rate} * \text{Assured monthly Kilometre run}$
- r- *Monthly discount rate in decimals*
- n- *Contract Period in months*

- c. Once the cost of the bus is calculated, **demand incentive available will be 40% of this estimated cost of the bus.** However, this demand incentive will be further limited to maximum incentive applicable for the bus, as stated in Para 4 (e).
(Eligible demand incentives in different scenarios has been explained with examples in Annexure 1.)

4. To avail incentives under this scheme, ownership of assets is not required to be in the name of STU. However, what is required is an arrangement between STU and bidder to ensure the guaranteed running of the bus during the contract period.

10. Demand Aggregation

Cities and States are encouraged to aggregate the demand of different cities within the state and opt for single bidding for all sanctioned buses for

the state. Even cities across states or different states may join together for achieving demand aggregation in the procurement of Buses.

However, it will be up to the cities and states to workout suitability of demand aggregation and work out the modalities thereof.

11. Eligibility Criteria from OEM

- a. OEM shall be an Indian manufacturer of the electric bus having a manufacturing facility in India.
- b. 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 center in India. i.e., CMVR type-approval of at least one model of electric bus.
- c. However, OEM should ensure that at the time of supply of buses, all the 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 operator/OEM need to submit required type approval certificate from the recognized testing agency before releasing of payment from DHI to STU.

12. Charging Infrastructure:

Since bidding is on the basis of Gross Cost Contract and rate quoted by bidder will be per km basis, in order to have level playing field for all operators who wish to have different technology of charging of vehicles, entire cost of charging infrastructure including cost of charging equipments, required necessary transformer and other civil cost for installation of required charging infrastructure for charging of buses have to be incurred by operator/OEM. However, cost for setting up of

upstream infrastructure i.e. electricity connection of requisite power load will be borne by STUs.

13.Procedure for submitting the proposal under this EOI.

All eligible cities as per coverage clause stated above may submit the proposal for deployment of electric buses in response to this EOI as per detailed procedure mentioned below:

1. Each Municipal city corporation directly or through concerned transport undertakings is required to submit a detailed proposal in response to this EOI for procurement of e-buses under phase II of FAME India scheme.
2. The proposal submitted by the STU should have a cover letter, as mentioned in ***Annexure-A***, along with other necessary information as indicated in ***Annexure-B***.
3. The complete proposals along with relevant documents shall be submitted to the Under Secretary (AEI), D/o Heavy Industry at the following address **by 18th July 2019**

The Under Secretary (AEI)
Department of Heavy Industry
Room No. 387, Udyog Bhawan, New Delhi - 110011
Tel. No. 011-23061340;

14. Performance Monitoring mechanism

- Every STU has to develop an online platform for monitoring the performance of electric buses deployed under this scheme.
- The online platform developed by STU will monitor relevant parameters, including but not limited to, daily running Kilometre, equivalent fuel saved in Litres/day, equivalent CO₂ reduction per day.
- The online platform developed by STUs for monitoring performance of electric buses will be connected by central server developed by DHI so that all the data is available to DHI for monitoring purpose.

15. Timeline to be followed by selected cities/STUs for procurement of e-bus

All cities will require to follow the following schedule for the deployment of electric buses.

Sr No	Activity	Timeline
1	Issue of EOI	T0
2	Last date of submission of interest in response to EOI by STUs	T0 +6 weeks
3	Finalization of selection process and issue of sanction letter by DHI	T0 + 9 weeks (Say, T)
4	Issue of Tender for inviting bid	T + 3 weeks
5	Last date of submission of bid by the interested operator	T + 9 weeks
6	Finalisation of Bidding Process and issue of supply order	T + 12 weeks Say M
7	Release of the first installment as mobilization advance up to 20% of the incentive amount	M + 1 month
8	Prototype delivery of vehicles	M + 3 months
9	Delivery of 50% of tendered vehicles	M + 9 months
10	Completion of delivery of all tendered vehicles	M + 12 Months

16. Resolution of Disputes

Any dispute shall be resolved by mutual discussion and reconciliation. In case of difference of opinion, the decision of Department of Heavy Industry shall be final and binding.

Concluded

**Gross Cost Contract based Subsidy
Explanatory Note**

In this bidding method, STU will invite the bid to quote a rate per km for running of specified electric buses as per the terms of the tender.

In this case, Operator/bidder will quote the rate and the bidder quoting the least price will be eligible to get the bid.

Example:

L1 rates quoted in different scenarios have been assumed as given below.

Sr No	Rate Quoted by L1 Bidder	Length of Bus	Minimum assured Monthly run	Total Contract period	Cost of Bus	Amount of Incentives 40% of Cost
1	Rs. 42.60/-	9 m	6000 km	8 years	84,23,000/-	33.69 lakhs
2	Rs. 63.80/-	12 m	5000 km	10 years	1,59,50,000/-	48.28 Lakhs
3	Rs. 58/-	9 m	6000 km	7 years	1,05,00,000/-	40 Lakhs

For Sr No 1;

Rate Quoted – Rs. 42.60 per km

Rate towards initial capital cost: 50% of rate quoted = $0.5 \times 42.60 = \text{Rs. } 21.30$

Monthly out go @ 6000 km = $6000 \times 21.30 = \text{Rs. } 1,27,800/-$

As such, Payment towards capital cost is Rs. 1.278 Lakhs per month for 8 years.

Assuming discount rate @ 10.5%, NPV of all future payment of Rs. 1.278 Lakhs per month for 8 years will be around Rs. 82.77 Lakhs, which will be considered as the cost of the bus.

Using this as the cost of the bus, incentives will be 40% of the cost of the bus, which will be equal to Rs. 33.10 lakhs.

For Sr No 2

Rate Quoted – Rs. 63.80 per km

Rate towards initial capital cost: 50% of rate quoted = $0.5 \times 63.80 = \text{Rs. } 31.90$

Monthly out go @ 5000 km = $5000 \times 31.90 = \text{Rs. } 1,59,500/-$

As such, Payment towards capital cost is Rs. 1.595 Lakhs per month for 10 years.

Assuming discount rate @ 10.5%, NPV of all future payment of Rs. 1.278 Lakhs per month for 10 years will be around Rs. 118.20 Lakhs, which will be considered as the cost of the bus.

Using this as the cost of the bus, incentives will be 40% of the cost of the bus, which will be equal to Rs. 47.28 lakhs.

For Sr No 3

Rate Quoted – Rs. 58 per km

Rate towards initial capital cost: 50% of rate quoted = $0.5 \times 58 = \text{Rs. } 29$

Monthly out go @ 6000 km = $6000 \times 29 = \text{Rs. } 1,74,000/-$

As such, Payment towards capital cost is Rs. 1.74 Lakhs per month for 7 years.

Assuming discount rate @ 10.5%, NPV of all future payment of Rs. 1.74 Lakhs per month for 7 years will be around Rs. 103.19 Lakhs, which will be considered as the cost of the bus.

Using this as the cost of the bus, incentives will be 40% of the cost of the bus, which will be equal to Rs. 41.27 lakhs. However since this bus is 9 meter, the maximum incentive permitted is Rs. 40 Lakhs only.

Format of Cover Letter

(To be given in the letterhead of the organization)

To
The Under Secretary (AEI)
Department of Heavy Industry
Room No. 387, Udyog Bhawan, New Delhi - 110011

Subject: Proposal for the deployment of Electric Buses in response to the EOI issued by DHI dated 04/06/2019

Sir,

Reference Department of Heavy Industry's Expression of Interest issued on 04/06/2019 inviting detailed proposals from cities, for extending demand incentives under FAME India scheme Phase II for deployment of electric buses for public transport, we are hereby submitting our Expression of Interest, in the prescribed format, for consideration of the Department of Heavy Industry. We agree to abide by the conditions outlined in the said EOI.

We as a result of this declare that our proposal submitted in response to this EOI is made in good faith and the information contained is true and correct to the best of our knowledge and belief. If any of the information provided here is found to be misleading, we are liable to be disqualified from the EOI selection process.

Sincerely,

Name:

Designation:

Signature:

AUTHORISED SIGNATORY'S SIGNATURE WITH SEAL

Format for proposals to be submitted by STUs in response to EOI

A. General details along with documentary proof;

• Name of City:	
• The population of the city	
• Vehicular density (Number of buses per 10,000 persons)	
• The average level of pollutant PM 2.5 of the city over 2018	
• No. of Vehicles Registered in City	
• Road density (Road length per 100 sq. km.)	
• Do state have separate EV Policy	Yes/No If yes, attach a copy of EV Policy
• Category wise Registration charges of EVs	Necessary order may be attached
• Information about Parking Fee of EVs	Necessary order may be attached
• Information about Toll Tax applicable to EVs	Necessary order may be attached
• The number of Diesel/CNG buses running on a wet lease model.	
• The average cost of leasing of buses if taken on lease including fuel along with documentary proof	

Expected number of E3W and E4W to be registered in the city during 2019-20	
Number of Electric Buses rolled out by the city from its resources	
Number of charging stations installed in the city from its resources	

- Break-up of existing Diesel/CNG buses based on its total run per day in the following table:

No of Buses	Less than 125 km	125 to 175 km	175 to 225 km	More than 225 km
Bus owned and run by Govt Entity				
Buses hired by STUs and run for city buses.				
Buses own and run by a private entity on route permit				
Total Buses				

- Details of information about Parking depot

Name of Parking Depot	Maintained by	No of buses being parked

B. Description of Project Proposal

[In not more than 1000 words. If necessary, a detailed project proposal may be appended in a separate sheet/enclosure]

C. Number of Buses for which funding is sought under the scheme:

Length of Bus	Guaranteed Run per year	Total Contract Period	Number of Buses
Total			----- no of Buses

For example:

Length of Bus	Guaranteed Run per year	Total Contract Period	Number of Buses
12 Meter	70000	8 years	100
12 meter	100000	8 years	75
9 meter	70000	7 years	75
9 meter	50000	10 years	50
			300 Buses

D. Funding commitment:

STU need to inform as to how they wish to arrange the remaining fund required for the project over and above the demand incentive available from DHI.

E. Details about depot available for parking of electric buses.

F. Details about the arrangement of upstream electricity supply for charging of electric buses.

G. Any other information in support of proposal submitted by STU

H. Details of Annexures

Based on the information collected, final allotment of buses to selected cities will be informed by the Department of Heavy Industry. Once City/STU receive allotment letter, they need to initiate the procurement process, which they need to be completed in a time bound manner as per the timelines mentioned and issue supply order to the selected bidder.

Name:

Designation:

Signature:

AUTHORISED SIGNATORY'S SIGNATURE WITH SEAL



भारत सरकार
GOVERNMENT OF INDIA
भारी उद्योग एवं लोक उद्यम मंत्रालय
MINISTRY OF HEAVY INDUSTRIES &
PUBLIC ENTERPRISES
भारी उद्योग विभाग
DEPARTMENT OF HEAVY INDUSTRY

Web page: www.dhi.nic.in

उद्योग भवन
Udyog Bhawan
नई दिल्ली -110011
New Delhi-110011

F.No. 6(09)/2019-NAB.II(Auto)

Dated the 21st August 2019

To,

Shri V.K. Gupta
Chief General Manager
Delhi Transport Corporation
Indraprastha Estate, New Delhi
110002

Subject: Letter of award for electric buses sanctioned under FAME India Scheme Phase-II.

Sir,

With reference to the proposal submitted by your organisation bearing no. CGM/SBU/877/2019/193 dated 02nd July 2019 in response to Expression of Interest (Eoi) issued by the Department of Heavy Industry dated 4th June 2019 for deployment of electric buses, the undersigned is directed to convey approval of the competent authority to extend financial support for deployment of 300 (Three Hundred) electric buses on operational cost model under Phase-II of FAME India Scheme to Delhi Transport Corporation as per terms & conditions stipulated in the said Eoi.

2. The said approval to extend financial support for deployment of these electric buses is, however, further subject to satisfaction of following conditions;

- i. The selected organisation is required to initiate the procurement process in a time bound manner for deployment of sanctioned electric buses on operational cost basis (Wet Lease Model) so as to ensure issue of supply order to selected supplier/bidder/operator etc on or before 15th November 2019 failing which this offer is liable to be cancelled.
- ii. Model concession Agreement for Operation and Maintenance of Electric Buses in Cities (OPEX Model) in PPP mode as published by NITI Aayog on 9th Feb 2019 is to be adopted and incorporated in the bid document. This is available online at website of NITI Aayog.

- iii. As per proposal submitted in response to said EoI for Delhi Transport Corporation shall ensure running of bus for at least 7.2 Lakh km on an average during the entire contract period.
- iv. **As stated in the proposal submitted to DHI for Delhi Transport Corporation** shall also ensure registration of 18500 e3W & e4W in the F.Y. 2019-20 within its city limit for last mile connectivity.
- v. Selected organisation is required to make available necessary parking space for these electric buses.
- vi. The selected City/STU etc. shall be responsible to ensure that all procured buses be supplied and put to operation within a maximum period of 12 months from the date of issue of supply order. City/STU may have necessary Liquidation Damage clause in the bidding documents to ensure the supply of buses within the prescribed timeline. Cities/STUs need to follow the timeline as stated in para 15 of the EoI.
- vii. Department of Heavy Industry will extend the demand incentives as stated in para 9 of Expression of Interest subject to maximum demand incentive as stated in para 4 (e) of EoI and attached at Annexure I.
- viii. Selected organisation need to strictly follow bidding mechanism as stated in Para 9 of EoI issued by department dated 4th June 2019.
- ix. Selected organisation to ensure that e-Buses which are manufactured by OEMs as found eligible as per Para 11 of the EoI would only be deployed for availing demand incentives under the scheme.
- x. The entire cost of charging infrastructure including cost of charging equipments, transformer and other civil cost for installation of required charging infrastructure for charging of buses have to be incurred by Operator/ OEM. However, cost for setting up of upstream infrastructure i.e. electricity connection of requisite power load in their respective depot will be borne by Cities/STUs etc.
- xi. City/STU shall have to develop a web portal for real-time monitoring the performance [daily running kilometre, fuel saved in litre/day, CO₂ reduction per day, etc.] along with GPS system of electric buses deployed under the scheme, which will be connected to central server developed by D/o Heavy Industry for monitoring purpose.
- xii. Upon placement of Supply Order and signing of the agreement with operator, 1st instalment equivalent to 20% of total eligible incentives, as per EoI, would be disbursed by the Department of Heavy Industry. Remaining instalment would be disbursed as per timeline stated in para 8 of the EoI.
- xiii. The submission of full utilization certificate in respect of grant extended for e-buses under FAME Phase-I is must and pre-requisite before release of 1st instalment of the incentive i.e. 20% of total value of the applicable demand incentive as stated in para 8 of the EoI.
- xiv. Selected city/state is expected to create enabling ecosystem for promotion of electric vehicles by way of reducing/waiving of road tax on EVs, promoting EVs for shared mobility and public transport, exempting EVs from requirement of permit to ply as commercial transport vehicles etc.

- xv. The entire applicable incentive amount will be released to STU for further payment to the selected bidder on the strength of Bank Guarantee of equivalent amount, received from selected bidder for five-year period.
 - xvi. The selected organisation will open a separate Bank Account for FAME-Incentives to be received from DHI and also ensure the implementation of EAT Module of PFMS for the Reporting purpose as per the guidelines of Department of Expenditure. The detail guidelines for implementation of EAT Module of PFMS will be shared separately at the time of release of first instalment.
3. It is requested to nominate a nodal officer from the respective organization for coordination with the Department of Heavy Industry on regular basis to keep track of progress of deployment of e-buses sanctioned under the FAME India Scheme Phase-II. The contact details of the nodal officer to be submitted to the Department for all further communications.
 4. This issues with approval of the competent authority.

Yours faithfully

Pravin L Agarwal
21/08/19
Pravin L Agarwal

Joint Secretary (Auto)

Tel.No. 23063733

Email: pravin.agrawal@nic.in

Annexure I

The subsidy amount will be calculated using the following formula:-

- a. *Using L1 price of lowest bidder in terms of Rs/km on operational cost model, cost of the bus will be calculated using 10.5 % discount rate, to be compounded on monthly basis.*

This will be calculated using the following formula.

$$\text{Cost of Bus} = \frac{a}{r} \left(1 - \frac{1}{(1+r)^n} \right)$$

Where

- a- *Monthly equal payment for Capital Cost*
*= 0.5 * L1 GCC Rate * Assured monthly Kilometre run*
- r- *Monthly discount rate in decimals; i.e 10.5/1200*
- n- *Contract Period in months*

- b. *Once the cost of the bus is calculated, demand incentive available will be 40% of this estimated cost of the bus. However, this demand incentive will be further limited to maximum incentive applicable for the bus, as stated below;*

i. Standard Bus (length > 10 m to 12 m):	55
Lakhs	
ii. Midi Bus (length > 8 m to 10 m):	45
Lakhs	
iii. Mini Bus (length > 6 m to 8 m):	35
Lakhs	

Note:

1. *It is assumed that Bidder while arriving the quoted price in terms of Rs/km, will take into account the price of bus net of subsidy. (Actual price of bus [minus] expected subsidy).*
2. *Cost of the bus arrived using above formula may not be the exact cost of bus but only calculated price to arrive at the amount of subsidy.*



भारत का राजपत्र
The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

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NEW DELHI, MONDAY, MARCH 11, 2019/ PHALGUNA 20, 1940

भारी उद्यो र ो उद्य ंत्रा य

(ભારી ઉઘો મા)

अधिसूचना

नई दिल्ली, 8 2019

का.आ. 1300(अ).—भरत (ह इब्रिड और) इलेक्ट्रिक व हनों के तीव्र अंगीकरण और विनिर्माण-II हेतु स्की (फे इंडियन-II)

पृष्ठभूमि

1. भूरी उद्योग विभाग ने का.आ. 830(अ) दिनांक 13 मार्च 2015 के द्वारा इलेक्ट्रिक और हाइब्रिड वाहनों को बढ़ावा देने के लिए ₹795 करोड़ के परिव्यय से भारत में (हाइब्रिड एवं) इलेक्ट्रिक वाहनों का तीव्र अंगीकरण और विनिर्माण हेतु एक स्कीम फेडरल इंडिया शुरू की थी।
2. फेम इंडिया योजना के चरण-I को शुरुआत में 1 अप्रैल, 2015 से 2 वर्ष की अवधि के लिए अनुमोदित किया गया था। इस स्कीम को वित्त मंत्री के अनुमोदन से समय-समय पर बढ़ाया गया है, फिलहाल इसे 31 मार्च, 2019 तक बढ़ाया गया है और इसके परिव्यय को ₹795 करोड़ से बढ़ाकर ₹895 करोड़ कर दिया गया है।
3. फेम योजना के चरण-I की अधिसूचना के पैर 11 में भविष्य में विनियमों के उपयुक्त आबंटन के साथ कथन बयान हेतु स्टैकहोल्डरों से इनपुट के साथ-साथ इस चरण के दौरान प्राप्त परिणाम और अनुभव के आधार पर चरण-I की सीख का प्रवर्धन है।
4. तदनुसार चरण I की सीख के बाद भूरी उद्योग विभाग ने बाद के पैरग्राफों में दिए गए योजना पैरामीटरों के अनुसार केन्द्रीय विनिर्माण के अनुमोदन से भारत में (हाइब्रिड एवं) इलेक्ट्रिक वाहनों का तीव्र अंगीकरण और विनिर्माण हेतु स्कीम चरण-II (फेम इंडिया चरण-II) तैयार की है।

योजना पैरा १८: सा अन्य:

5. इलेक्ट्रिक रेबिलिटी के तेजी से अपनाने और इसके विनिर्माण परिस्थितिकी तंत्र के विकास हेतु इस योजना को दिनांक 01 अप्रैल 2019 से तीन वर्षों की अवधि में कथं निर्वहण करने का प्रस्ताव है।

6. **अनुबंध-1** में दिए गए संघटक के अनुसूचक योजना की संशोधन नीति, 'जुद्धी तथा कय वयन के लिए सचिव, भारी उद्योग की अध्यक्षता' में एक अंतर-वर्ष लयी अधिकार प्रसूति 'परियोजना कय वयन एवं स्वीकृति समिति' (पीआईएससी) का गठन किया जाएगा।
7. इस समिति को ई-मोबिलिटी की कवरेज को बढ़ाने के संशोधन उद्देश्य के साथ उभरती आवश्यकताओं पर निभार करते हुए उनके परिचय सहित योजना के विभिन्न घटकों और उप-घटकों के लिए पैरिटी को संशोधित करने और योजना के तहत परियोजनाओं के लिए सहयोग जुटाने का अधिकार होगा। यह योजना कय वयन स्तर के दौरान जुटाने का समाधान करने के साथ-साथ योजना के सहज कय वयन हेतु अन्य पैरिटी पर नियंत्रण लेने हेतु भी सक्षम प्रतिक्रिया होगी।
8. योजना को निम्नलिखित घटकों के अध्ययन से कय वयन करने के प्रस्ताव हैं:-
- गंगा प्रोत्साहन
 - जिगा स्टेशनों के नेटवर्क की स्थापना
 - प्रारंभ, आईसीसी (सूचना शिक्षा एवं संचार) गतिविधियों सहित योजना को लागू करना।
9. योजना की अवधि के लिए निधि के आबंटन का वर्ष-वार, घटकावार विवरण नीचे दिया गया है:

(सभी राशि 'करोड़' में)

क्र.सं.	घटक	2019-20	2020-21	2021-22	कुल श्रयकता करोड़ में
1	मांग प्रोत्साह	822	4587	3187	8596
2	चारिज अ संरच	300	400	300	1000
3	प्रचार, सी क्रियाकलापों सह प्रशासक वयय	12	13	13	38
फेम-II के लिए योग		1134	5000	3500	9634
4	चरण-II का प्रतिबद्ध	366	0	0	366
योग		1500	5000	3500	10000

10. योजना के कय वयन में ली लपन बन ए रखने के लिए विभिन्न घटकों और उपघटकों के बीच आबंटन और वर्षार निधि आबंटन को आपस में परिवर्तित करने में ली लपन होगा। पीआईएससी विभिन्न श्रेणियों और विभिन्न प्रकार के वतनों के बीच निधि के आबंटनों को संशोधित करने हेतु सक्षम प्रतिक्रिया होगी। योजना के विभिन्न घटकों के साथ-साथ विभिन्न उप-घटकों में कुल खरीद पर निभार करते हुए बजट में यह ली लपन होगा।
11. ई-मोबिलिटी को बढ़ावा देने के केन्द्र सरकार के प्रयत्नों को राज्य सरकारों से पूरक सहयोग की आवश्यकता है। राज्यों को अनेक राजकोषीय और गैर-राजकोषीय प्रोत्साहनों की प्रेरणकता की आवश्यकता है जिन्हें ट्रेड्स योजना के अंतर्गत केन्द्रीय सहयोग हेतु पत्र राज्य सहयोग पर निभार उद्योगों हेतु आदेश में अलग से अधिसूचित किया जाएगा। ऐसे कुछ गैर-राजकोषीय प्रोत्साहनों को ट्रेड्स कर में छूट/रियायत पर टि से छूट टोल कर से छूट/रियायत पर किंग शुल्क में छूट/रियायत रियायती पंजीकरण शुल्क आदि शामिल हैं और राज्यों को इन प्रोत्साहनों को बढ़ाने हेतु प्रोत्साहित किया जाएगा।
12. भारी उद्योग विभाग भारत सरकार में नोडल विभाग होगा और योजना की आयोजना कय वयन और सक्षम हेतु उत्तरदायी होगा। भारी उद्योग विभाग दिश निर्देशों से संबंधित जुटाने का संधान करने और योजना के कय वयन में कठिन इयों को दूर करने हेतु नोडल एजेंसी होगा। भारी उद्योग विभाग योजना के ऐसे उद्देश्यों को पूर करने के लिए आवश्यकता नुसार दिश निर्देश जारी करेगा।

योजना पैरा मीटर: i प्रोत्साहन:

13. गंगा प्रोत्साहन योजना का एक हत्वपूष घटक है ट्रेड्स एसेट्स वतनों की खरीद की लगत को कट करके इलेक्ट्रिक वतनों के सृजन में प्रत्यक्ष रूप से मदद करत है ट्रेड्स

14. इसके व्यपक अंगीकरण को सथ बनने के लिए खरीदूल्य निश्चित छूट के रूप में उपभोक्तों (क्रेतों/अंति प्रयोक्त) के लिए ंग प्रोत्स हन उपलब्ध होगा जिसकी प्रतिपूर्ति भारत सरकार द्वारा ओईए की जाएगी।
15. निम्नलिखित श्रेणी के वहन ंग प्रोत्स हनों के लिए पत्र होंगे:
 - (क) बसें (केवल इलेक्ट्रिक वहन प्रद्योगिकी)
 - (ख) चौपहिया [इलेक्ट्रिक (ईवी), प्लग इन हइब्रिड (पीएचईवी) और र्ग हइब्रिड (एसएचईवी)]
 - (ग) पंजीकृत ई-रिक्शा सहित तिपहिय (इलेक्ट्रिक)
 - (घ) दुपहिय (इलेक्ट्रिक)

प्रत्येक श्रेणी की प्रद्योगिकी परिभाषा को अलग से अधिसूचित किया जाएगा।

16. इस तथ्य को ध्यान में रखते हुए कि बैटरियों की लगत एक्सईवी और आईसीई वहनों के खरीदूल्य अंतर एक मुख्य करक है ंग प्रोत्स हन ऐसे वहनों ेदुपयोग होनेद्वली बैटरी की क्षत पर निर्भर होगा (अथ किलोवट-घंटा में पी गई ऊर्जा क्षत)। बैटरियों ेद्वजर प्रद्योगिकी प्रवृत्ति को ध्यान में रखते हुए पीआईएससी समय-समय पर वहनों की लक्षित संख्या और ंग प्रोत्स हन को संशोधित कर सकती है।
17. लोगों के लिए किफयती और पयरण अनुकूल सव निक पस्वहन विकल्प उपलब्ध करने पर अधिक बल देकर यह योजन ुख्यतः तिपहिय पहिय और बसों की श्रेणी ेद्वसव निक पस्वहन हेतु उपयोग होने वले वहनों अथव वणिज्यिक उद्देश्य हेतु पंजीकृत वहनों के लिए लगू होगी। तथापि व्यपक सेगेंट के रूप में निजी स्वित्व वले पंजीकृत दुपहियों को भी इस स्की के तहत शिलि किया जाएगा।
18. केन्द्रीय ोटार वहन नियवली (सीएवीआर) के अनुसार 'मोटार वाहन' के रूप में पंजीकृत वहन ही प्रोत्स हनों के लिए पत्र होंगे।
19. कयनष्पदन निदंडों को पूर करनेद्वले उन्नत बैटरी लगे वहन ही इस योजन के तहत ंग प्रोत्स हन के पत्र होंगे और इस उद्देश्य के लिए इस योजन के तहत उन्नत बैटरियों को अलग से परिभाषित किया जाएगा।

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20. सभी श्रेणियों और सभी वहन प्रद्योगिकियों के लिए प्रोत्स हनों को तकसंगत बनने के लिए आरंभ में बसों के अलव सभी वहनों (पीए ईवी और र्ग हइब्रिड सहित) के लिए 10,000/किलोवट-घंटा की दर से एकस न ंग प्रोत्स हन देनेक प्रस्तव हैद्वयह पीआईएससी द्वारा सीक्ष और संशोधन के अधीन होगा।
21. सव निक पस्वहन को बढ़ावा देने हेतु बसों के लिए 20,000 प्रति किलोवट-घंटा की दर से एकस न ंग प्रोत्स हन क प्रस्तव है जो पुनः पीआईएससी द्वारा सीक्ष और संशोधन के अधधीन हैद्वबसों के लिए योजन ें ंग प्रोत्स हन की रशिल उपकरण विनि त (ओईए) के बी प्रतिस्पर्धी बोली के अधधीन होगी जिसेद्वओपेक्स ङ्डल के आधर पर इन्टरसिटी, इन्टरसिटी अथव अंतररज्यीय बसों के लिए सव निक श्रेक्क के परिवहन उद्यों द्वारा आयोजित किया जाएगा।
22. ऊपर बत एगए प्रस्तवित प्रोत्स हनों की सीक्ष विभिन्न घटकों और एसेम्बलियों तथा वहन की कुल खरीद जैसे वजर पैर ोटारों के लिए ल्य प्रवृत्ति के आधर पर पीआईएससी द्वारा वर्षिक रूप सेद्वअथव इससे पहले जाएगी। इससे यह योजन सग्र परिव्यय के अंदर अधिकंश वहनों के लिए सीित वजतीय निधियों कलभ ले सकेगी तकि सतत विनि ण के लिए उद्योग को बड़े पैमाने पर किफयत उपलब्ध हो सके।
23. इलेक्ट्रिक बसों के लिए ंग प्रोत्स हन केवल इलेक्ट्रिक वहनों को बढ़ाव देने के लिए परिवहन क्षेत्र ेद्वकय करने वलेद्वअन्य सव निक उक्क ें और रज्य/नगर परिवहन निग (एसटीयू) द्वारा अपन एगए ऑपरेशनल व्यय ङ्डल पर ही उपलब्ध होंगे।
24. अनुनित प्रोत्स हनों की वहन श्रेणीवर रशि, वहनों क आरंभिक लक्ष्य और अन्य व्यरे **अनुबंध-2** पर दिए गए हैं।

ि प्रोत्सा न प्राप्त रने ेतु शर्तेह

25. हंगे वहनों को सरकारी प्रोत्स हन से प्रतिबंधित करने के लिए एक विशेष सी ल्य से क एक्स-फैक् ल्य वाले वहनों के लिए प्रोत्स हन को प्रतिबंधित करने क प्रस्तव है जैसे कि अनुबंध-2 ें बतय गय है।
26. योजन के तहत वहनों की कुल खरीद के आधर पर, प्रति वहन अधिकतम प्रोत्स हन वहन की लगत के कुछ प्रतिशत तक सीित होगा जिसकी पीआईएससी द्वारा वर्षिक रूप सेद्वजब कभी अपेक्षित हो सीक्ष की जाएगी।

आरंभ में बसों के लिए प्रोत्स हनों की सीमा व हन की लगत क 40% और अन्य श्रेणी के सभी व हनों के लिए 20% होगी।

27. ओईए द्वारा विनिर्दिष्ट किसी भी मॉडल के लिए योजना क प्रोत्स हन प्रस्त करने के लिए ऐसे प्रत्येक ओईए को भरी उद्योग विभाग/एनएबी में पंजीकरण करना होगा।
28. प्रत्येक व हन मॉडल को व हनों के क यनिष्पदन और दक्षत के संबंध में न्यूनतम तकनीकी पत्रत नदंड पूरे करने होंगे जिन्हें अलग सेट्टअधिसूचित किया जाएगा और सड़क परिवहन एवं राजमंत्रालय द्वारा केन्द्रीय मॉटर व हन नियमवली के नियम 126 के तहत अधिसूचित न्यूनतम प्रस्त परीक्षण एजेन्सियों में निधिरित/नक परीक्षण प्रक्रिया के अनुमतिपत्र प्राप्त अनुमोदन लेना होगा। ऐसी परीक्षण एजेन्सियों में इलेक्ट्रिक और हाइब्रिड व हनों के परीक्षण हेतु अपेक्षित परीक्षण सुविधाएं होनी हिए।
29. मांग प्रोत्स हन के लिए अहत नदंड को पूरा करने के लिए इनके प्रकार और रूपों सहित हाइब्रिड/इलेक्ट्रिक व हन (एक्सईवी)
 - क. देश में ट्राबन एज एंसे और उनके स्थानीकरण की ऐसी प्रतिशत होगी जिस समय-समय पर अधिसूचित किया जाएगा;
 - ख. सीए वीआर में शामिल उपबंधों के अनुसार इसके वर्गीकरण श्रेणीकरण परिभाषा सड़क के लिए उपयुक्त पंजीकरण आदि के संबंध में केन्द्रीय मॉटर व हन नियमवली (सीए वीआर) में शामिल उपबंधों को पूरा किया जाएगा;
 - ग. न्यूनतम प्रस्त परीक्षण एजेन्सियों से फेडरल इंडियन-॥ पूणत क प्रमाणपत्र लेना होगा;
 - घ. विनिर्दिष्ट सेट्टवैटरी सहित क सेक तीन वर्ष की विस्तृत वरंटी होनी हिए और व हन की अवधि के लिए विक्री व द सेव हेतु पय सुविधाएं होनी हिए;
 - ङ. वस्तुविक्रय के आधार पर कुल ईंधन वत निधिरित करने के लिए व हनों की इलेज क पत लगने हेतु उपयुक्त निट्रिंग डिवाइस लगी होनी चाहिए; और
 - च. व हन पर उपयुक्त रूप से एक स्टिकर लगना होगा जो यह दर्शा हो कि इसे योजना के तहत खरीद गया है। स्टिकर क प्रकार भरी उद्योग विभाग द्वारा उपलब्ध करवाया जाएगा।

ग प्रोत्सा नों का संवितरण:

30. बसों के अल व सभी श्रेणी के लिए मांग प्रोत्स हन क संवितरण भरी उद्योग विभाग के तहत स्थपित एक ई-सर्चिं डेबे और तंत्र के ध्य से किया जाएगा। व हनों के विनिर्दिष्ट (ओईए अथवा ल उपकरण विनिर्दिष्ट) निपटान हेतु भरी उद्योग विभाग को सिक्का आधार पर मांग प्रोत्स हन की प्रतिपूर्ति हेतु अपने द वे प्रस्तुत करेंगे। मांग प्रोत्स हन वितरण तंत्र (डीआईडीए) के ध्य से द वेट्टकी प्रतिपूर्ति हेतु विस्तृत दिश निर्देश अलग से जारी किए जाएंगे।
31. इलेक्ट्रिक बसों के परिनियोजन और राज्य परिवहन उपक्रों के ध्य से मांग प्रोत्स हनों के संवितरण हेतु विस्तृत दिश निर्देश/तंत्र अलग से अधिसूचित किए जाएंगे।
32. इस योजना में दूसरी एजेन्सियों उद्योगों और सवक क्षेत्र के उद्योगों (पीएसई) सहित विभिन्न स्टैकहोल्डरों की सक्रिय भागीदारी और सहभागिता के ध्य से सेट्टवी प्रयोगकत ओं के बीभरोस पैदा करने के लिए पय जिगस अवसंरचना की स्थापना करने हेतु सहयता की परिकल्पना है।
33. समय-समय पर यथासंशोधित “इलेक्ट्रिक व हनों के लिए जिग अवसंरचना-दिश निर्देश एवं नक” विषय पर विद्युत मंत्रालय की दिनांक 14 दिसम्बर 2018 की अधिसूचना संद्र 12/2/2018-ईवी के अनुसार इन सभी जिग स्टेशनों की स्थापना की जाएगी।
34. इसके अतिरिक्त इलेक्ट्रिक बसों की जिग के लिए प्रति ई-बस एक धीजा और प्रति 10 इलेक्ट्रिक बस एक तीव्रजा खरीददर को उपलब्ध कराने के प्रस्त व हैट्टजिसक निधियन इस स्की के तहत किया जाएगा।
35. इलेक्ट्रिक मॉबिलिटी को बढ़ावा देने के लिए परियोजना प्रस्तवों पर निभ करते हुए लगत पर 100% तक जिग अवसंरचना की स्थापना हेतु निधियन में लीलापना उपलब्ध होगा।

36. जिंग अवसंर न हेतु परियोजन ओं े पेट्ट ग्र फ जिंग फ्लैश जिंग जैसे व हनों को बिजली से ल ने के लिए अपेक्षित ब्रवसंद्र न परियोजन एं भी श ि ल होंगी।
37. जिंग अवसंर न स् ट ग्रिड आईसीटी के उपयोग के स थ नवीकरणीय ऊज स्रोतों को आपस े जोड़ने को प्रोत्स हित किय ज एग ।

योजना संचालन

38. योजन को सुच रु रूप से ल नेट्र और इसके क य न्वयन के लिए विषय के ज नक रों/तकनीकी विशेषज्ञों एवं अन्य लॉजिस्टिक सह यत सुनिश्चित की ज एगी।
39. भ री उद्योग विभ ग उद्योग संघों स्वैच्छिक संस्थ ओं आदि द्व र शिक्ष एवंट्रप्रशिक्षण प्र र व्यवस यिक बैठकों/से िन र/सम्ेलनों/संगोष्ठियों आदि के आयोजन के ध्य सेट्र आवश्यकत नुसर स्की को बढ व देने और उपभोक्त ओं ेड्र गरुक्त पैद करने के लिए एक उपयुक्त आईसीसी क यक्र की शुरुआत की ज एगी।
40. फे इंडिय स्की रण-1 के तहत अनु ेदित परियोजन एंटरनुमोदन के स य ज री किए गए निय ों और शर्तों के अनुस्र र प्र लन े रहेगी। इसी प्रक र फे इंडिय स्की रण-1 के तहत विभिन्न र ज्य/नगर परिवहन निग को स्वीकृत इलेक्िक बसें अनु ेदन के स य ज री किए गए निय ों और शर्तों के अनुस्र र प्र लन े रहेगी।
41. भ री उद्योग विभ ग इस योजन के संभूण क य वयन और योजन के क य न्वयन के द र न आने व ली ब ध ओं को दूट करने के लिए उत्तरद यी होग ।ट्र

[फा. सं. 1(1)/2019-एईआई]

प्रवीण एल. अग्रव ल, संयुक्त स वि

अनुबंध-1

परियोजन क य वयन एवंस्वीकृति समिति (पीआईएससी) का गठन

i. स वि भ री उद्योगट्र	अध्यक्ष
ii. सीईओ, नीति आयोग	सदस्य
iii. वित्तीय सल हक र भ री उद्योग	सदस्य
iv. सचिव, उद्योग संवध और आंवरिक व्य प र विभ ग	सदस्य
v. स वि सड़क परिवहन एवं र ज ग ंत्र लय	सदस्य
vi. स वि आर्थिक क य विभ ग	सदस्य
vii. स वि विद्युत ंत्र लय	सदस्य
viii. स वि नवीन और नवीकरणीय ऊज ंत्र लय	सदस्य
ix. निदेशक, एआरएआई	सदस्य
x. संयुक्त स वि भ री उद्योग	सदस्य सचिव

स ति आवश्यकत नुस्र र किसी अन्य सदस्य क यन कर सकती हैट्र

अनुबंध-2

व हन सेग ेट-व र ब्य र सह यत दिए ज नेट्र ले व हनों की अधिकत संख्य और अन्य ब्य रे

क्र.सं.	ह सेगमेंट	## सहायता दिए जा े गलेई ह ों की ब क्तम संख्या	किलो 1ट घंटा में बैटरी की अनुमानित क्षमता	## सभी ह ों के लए 10000/किलो 1ट घंटा की दर से और बसों एं ट्रकों के लए 20000/किलो 1ट घंटा की दर से कुल बुरुषा त प्रोत्साह	प्रोत्साह प्राप्त करने के लिए अधिकतम एक्स-फैक्ट्री ई मूल्य	भारी उद्योग विभाग से कुल निधि सहायता
1	पंजीकृत दुपहा	1000000	2 क वाट घंटा	` 20000/-	` 1.5 लाख	` 2000 करोड़
2	पंजीकृत तिपहिया (ई-रिक्शा सहित)	500000	5 क वाट घंटा	` 50000/-	` 5 लाख	` 2500 करोड़

3	ई-चौपहिया	35000	15 क वाट घंटा	₹ 150000/-	₹ 15 लाख	₹ 525 करोड़
4	चौपहिया स्ट्रांग हाइब्रिड कार	20000	1.3 क वाट घंटा	₹ 13000	₹ 15 लाख	₹ 26 करोड़
5	ई-बस	7090	250 क वाट घंटा	₹ 50 लाख	₹ 2 करोड़	₹ 3545 करोड़
कुल मांश प्रोत्साह						₹ 8596 करोड़

तथापि, प्रति ट घंटा प्रत्साहनों ी प्रस्तात राशि बैटरी ागत में सी अनुसार समीक्षा अध्यधीन है और इस प्र ार ाहन ी ागत में सी आएगी तथा तदनुसार समय-समय पर अधिसूचित ी जाएगी। उल् नीय है ख उपर्युक्त के अनुसार उप-घट ें बीच ाहनों ी संख्या और निधि सहायता पीआईएससी अनुम दन प्रतिम च्य है।

MINISTRY OF HEAVY INDUSTRIES AND PUBLIC ENTERPRISES

(Department of Heavy Industry)

NOTIFICATION

New Delhi, the 8th March 2019

S.O. 1300(E).—Scheme for Faster Adoption and Manufacturing of Electric Vehicles in India Phase II (FAME India Phase II).

Background:

1. Department of Heavy Industry had launched a scheme, namely Faster Adoption and Manufacturing of (Hybrid &) Electric Vehicles in India (FAME India), for promotion of electric and hybrid vehicles with an outlay of Rs.795 Crore vide S.O. 830 (E) dated 13th March 2015.
2. Phase I of the FAME India Scheme was initially approved for a period of 2 years, commencing from 1st April 2015. The scheme has been extended from time to time, with the present extension being up to 31st March 2019 and with an enhancement in outlay from Rs. 795 Crore to Rs. 895 Crore.
3. Para 11 of the Notification of Phase-I of FAME Scheme provides for review of Phase-I based on outcome and experience gained during this phase as well as with inputs from stakeholders for implementation with appropriate allocation of funds in the future.
4. Accordingly, after review of the phase I, Department of Heavy Industry formulated the Scheme for Faster Adoption and Manufacturing of Electric Vehicles in India Phase II (FAME India Phase II) with the approval of Union Cabinet as per the scheme parameters given in subsequent paragraphs.

Scheme Parameters: General:

5. The scheme is proposed to be implemented over a period of 3 years, w.e.f 1st April 2019, for faster adoption of electric mobility and development of its manufacturing eco-system in the country.
6. An Inter-Ministerial Empowered Committee “Project Implementation and Sanctioning Committee (PISC)” headed by Secretary (Heavy Industry) shall be constituted for overall monitoring, sanctioning and implementation of the scheme as per the composition given in Annexure 1.
7. This committee will have the power to sanction assistance for projects under the scheme and modify parameters for various components and sub components of the scheme including their outlay depending on emerging requirements with the overall objective of enhancing the coverage of e-mobility. This committee will also be the competent authority to decide other scheme parameters for smooth implementation of the scheme as well as to resolve issues as may come during implementation.

8. The scheme is proposed to be implemented through the following verticals:
- Demand Incentives
 - Establishment of network of Charging Stations
 - Administration of Scheme including Publicity, IEC (Information, Education & Communication) activities.

9. The breakup of fund allocation year wise, component-wise, for the scheme's duration is given below –

(All amounts are in Rs. Crore)

Sr. No.	Component	2019-20	2020-21	2021-22	Total Fund requirement in crores
1	Demand Incentives	822	4587	3187	8596
2	Charging Infrastructure	300	400	300	1000
3	Administrative Expenditure including Publicity, ICE activities	12	13	13	38
Total for FAME-II		1134	5000	3500	9634
4	Committed expenditure of Phase –I	366	0	0	366
Total		1500	5000	3500	10000

10. To retain flexibility in the implementation of the scheme there shall be flexibility in changing inter se allocation among various components and sub-components and year wise fund allocation. PISC shall be the competent authority to modify fund allocations among different segments and different types of vehicles. This flexibility in the budget will be exercised depending upon the offtake in the different components as well as within different sub components of the scheme.
11. The efforts of the central government to promote e-mobility need supplemental support from State Governments. States need to offer bouquet of fiscal and non-fiscal incentives to be notified separately in order for entities dependent on State support to be eligible for central assistance under this scheme. Some such non fiscal incentives include waiver / concessional road tax, exemption from permit, waiver / concessional toll tax, waiver / concessional parking fees, concessional registration charges etc. States would be encouraged to expand these incentives.
12. Department of Heavy Industry (DHI) shall be the nodal Department in Government of India and shall be responsible for planning, implementation and review of the scheme. DHI shall be the nodal agency for addressing issues related to the guidelines and for removal of difficulties in the implementation of the scheme. DHI shall issue guidelines as and when necessary in order to meet such objectives of the scheme.

Scheme Parameters: Demand Incentives:

13. Demand incentives are an important component of the scheme which directly help in demand generation of electric vehicles by way of reducing the cost of acquisition of such vehicles.
14. Demand incentive shall be available for consumers (buyers/end users) in the form of an upfront reduced purchase price of hybrid and electric vehicles to enable wider adoption, which will be reimbursed to the OEM by Government of India.
15. Following categories of vehicles shall be eligible for demand incentives.
- Buses (only Electric Vehicle technology)
 - Four Wheelers {Electric (EV), Plug in Hybrid (PHEV) and Strong Hybrid (SHEV)}
 - Three-wheeler (Electric) including Registered E-Rickshaws
 - Two Wheelers (Electric)

Technology Definition of each of these categories to be notified separately.

16. Keeping in view the fact that cost of batteries is one of the main factors of difference in acquisition price of xEVs and ICE vehicles, the demand incentive would be based on battery capacity (i.e. energy content measured in Kw-Hr) used in the such vehicles. Keeping in view market and technology trends in batteries, PISC may revise the Demand Incentive and target number of vehicles from time to time.
17. With greater emphasis on providing affordable and environmentally friendly public transportation options for the masses, scheme will be applicable mainly to vehicles used for public transport or those registered for commercial purposes in 3W, 4W and Bus segments. However, privately owned registered 2Ws will also be covered under the scheme as a mass segment.
18. Vehicles, which are registered as “Motor Vehicle” as per the Central Motor Vehicle Rules (CMVR) shall only be eligible for the incentives.
19. Vehicles fitted with only advanced batteries satisfying certain performance criteria will only be eligible for the demand incentives under this scheme, and for this purpose ‘Advanced Batteries’ will be defined separately under the scheme.

Quantum of Demand Incentives:

20. In order to rationalize the incentives across segments and across vehicle technologies, it is initially proposed to extend uniform demand incentive @ Rs. 10000/- per KWh for all vehicles (including PHEV and Strong Hybrid) except Buses. This will be subject to review and revision by PISC.
21. To encourage public transport, for buses, initial uniform maximum demand incentives @ 20000/- per KWh is proposed subject again to review and revision by PISC. The amount of incentives for buses may further be subject to competitive bidding among the Original Equipment Manufacturers (OEMs) conducted by public sector transport undertakings for intra-city, inter-city or inter-State buses based on OPEX model.
22. The proposed incentives as stated above would be reviewed annually or earlier by the PISC based on price trends for various components and assemblies and market parameters such as offtake of vehicles. It shall allow the scheme to leverage limited budgetary funds for larger number of vehicles, within the overall outlay so as to provide economies of scale to the industry for sustainable manufacturing.
23. Demand Incentives for electric buses will be provided only on operational expenditure model adopted by State/city transport corporation (STUs) and other public entities working in the transport sector to augment the fleet of electric vehicles.
24. Vehicle segment wise approximate amount of incentives, initial target number of vehicles and other details are given in Annexure 2.

Conditions to avail Demand Incentives:

25. In order to restrict high-end vehicles from availing Government funded demand incentives, it is proposed to restrict incentives to vehicles with ex-factory price less than a particular threshold value as stated in Annexure 2.
26. Depending upon the offtake of vehicles under the scheme, maximum incentive per vehicle is proposed to be capped at certain percentage of cost of vehicle to be reviewed by PISC annually and as often as required. To begin with, the cap on incentives for buses will be 40% of the cost of vehicles and for all other categories it will be 20%.
27. In order to avail scheme incentive for any of the model manufactured by OEM, each such OEM, needs to be registered with DHI/NAB.
28. Each vehicle model needs to satisfy minimum technical eligibility criteria with regard to performance and efficiency of vehicles to be notified separately and get it type approved as per prescribed / standard test procedure at the recognised testing agencies as notified under the Rule 126 of Central Motor Vehicle Rules by the Ministry of Road Transport and Highways. These testing agencies are expected to have required testing facilities as required for testing of Electric and Hybrid Vehicles.
29. To meet the qualifying criteria for the demand incentives, the hybrid/electric vehicle (xEVs) including its variants and versions, should
 - (a) be manufactured in the country and have such percentage of localisation as may be notified from time to time;

- (b) meet provisions contained in Central Motor Vehicle Rules (CMVR) in terms of type approval, classification, categorization, definition, road worthiness, registration etc. as per the provisions contained in CMVR;
- (c) obtain certificate of FAME India Phase II eligibility fulfilment from recognised testing agencies;
- (d) be accompanied by at least three-year comprehensive warranty including that of battery from the manufacturer and to have adequate facilities for after sales service for the life of vehicle;
- (e) be fitted with suitable monitoring devices to know the mileage of vehicles to determine the total fuel savings on a real time basis; and
- (f) should appropriately display a sticker indicating that it has been purchased under the scheme. Format of the sticker will be provided by the Department of Heavy Industry.

Disbursement of Demand Incentives:

- 30. The demand incentive for all segments, except buses shall be disbursed through an e-enabled framework and mechanism set-up under DHI. The manufacturers of vehicles (OEMs or Original Equipment Manufacturers) will submit their claims for reimbursement of demand incentive on monthly basis to the Department of Heavy Industry for settlement. Detailed guidelines for reimbursement of claim through Demand Incentive Delivery Mechanism (DIDM) will be issued separately.
- 31. Detailed guidelines/ mechanism for deployment of electric buses and disbursement of demand incentives through State Transport Undertakings shall be notified separately.

Scheme Parameters: Charging Infrastructure:

- 32. The Scheme envisages support for setting up of adequate public charging infrastructure to instill confidence amongst EV users, through active participation and involvement of various stakeholders including Government agencies, industries, and Public Sector Enterprises (PSEs).
- 33. All these charging infrastructures will be established as per Ministry of Power Notification vide No. 12/2/2018-EV dated 14th Dec 2018 on the subject "Charging Infrastructure for Electrical Vehicles - Guidelines and Standards" and as amended from time to time.
- 34. In addition, for charging of electric buses, it is proposed to provide to the buyer one slow charger per e-bus and one fast charger for every 10 electric buses to be funded under the scheme.
- 35. Flexibility of funding for establishment of charging infrastructure to the extent of 100% of cost depending upon the project proposal shall be available for promoting electric mobility.
- 36. Projects for charging infrastructure will also include infrastructure projects required for extending electrification for running of vehicles like pantograph charging, flash charging etc.
- 37. Inter-linking of renewable energy sources with charging infrastructure, smart grid, use of ICT etc. shall be encouraged.

Scheme operationalization

- 38. For smooth operation and implementation of the scheme, knowledge partners / technical expertise and other logistic support shall be put in place.
- 39. A suitable IEC program shall be undertaken for creating consumer awareness and promotion of the scheme, on a need basis, through education and training, publicity, organization of business meets/seminars/conferences/symposia etc. by Department of Heavy Industry, Industry Association, Voluntary Organizations, etc.
- 40. Projects sanctioned under FAME India Scheme Phase I shall continue to be in operation as per terms and conditions issued at the time of sanction. Similarly, Electric Buses sanctioned to different state/city transport corporation under FAME India Phase I shall continue to be in operation as per terms and conditions at the time of sanction.

41. Department of Heavy Industry will be responsible for overall implementation of scheme and removing any obstacle if arises during the implementation of scheme.

[F. No. 1(1)/2019-AEI]

PRAVIN L. AGRAWAL, Jt. Secy.

Annexure 1

Composition of Project Implementation and Sanctioning Committee (PISC)

(a) Secretary, Heavy Industry	Chairman
(b) CEO, NITI Aayog	Member
(c) Financial Advisor, Heavy Industry	Member
(d) Secretary, D/o DPIIT	Member
(e) Secretary, M/o RTH	Member
(f) Secretary, D/o EA	Member
(g) Secretary, M/o Power	Member
(h) Secretary, M/o NRE	Member
(i) Director ARAI	Member
(j) Joint Secretary, Heavy Industry	Member Secretary

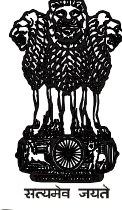
Committee may co-opt any other member as and when required.

Annexure 2

Vehicle segment-wise Incentives, Maximum Number of vehicles to be supported and other details.

Sr. No.	Vehicle Segment	##Maximum Number of vehicles to be supported	Approximate Size of battery in KWH	##Total Approximate Incentive @ 10000/KWh for all vehicles and 20000/KWh for Buses and Trucks	Maximum Ex-factory price to avail incentive.	Total Fund support from DHI.
1	Registered e-2 Wheelers	1000000	2 KWH	Rs. 20000/-	Rs. 1.5 Lakhs	Rs. 2000 Cr
2	Registered e-3 Wheelers (including eRikshaws)	500000	5 KWH	Rs. 50000/-	Rs. 5 Lakhs	Rs.2500 Cr
3	e- 4 Wheelers	35000	15 KWH	Rs. 150000/-	Rs. 15 Lakhs	Rs. 525 Cr
4	4W Strong Hybrid Vehicle	20000	1.3 KWH	Rs. 13000	Rs. 15 Lakhs	Rs. 26 Cr
5	e-Bus	7090	250 KWH	Rs. 50 Lakhs/-	Rs. 2 Crores	Rs. 3545 Cr
Total Demand Incentive						Rs. 8596 Crores

The proposed amount of incentives per KWH are, however, subject to review as per the reduction in battery costs & thereby reduction in vehicle cost and would be notified accordingly from time to time. It is to be noted that the number of vehicles and fund support among the sub components as above is fungible with the approval of PISC.



भारत का राजपत्र The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित

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NEW DELHI, FRIDAY, MARCH 29, 2019/CHAITRA 8, 1941

भारी उद्यो र ो उद्य मंत्रा य

(भारी उद्यो विभा)

अधिसूचना

नई दिल्ली, 28

019

2

का.आ. 1472(अ).— भारत में विद्युत व हनों के तीव्र अंगीकरण और विनि योजन फेज-II (फेम इंडिया फेज-II) को दिन 8 म 2019 के क.आ. स 1300 (ई) के ध्य से भारत के राजपत्र में अधिसूचित किया गया है।

2. जबकि उक्त अधिसूचन की धर 15 में योजन के तहत प्रोत्स हना क ल भ उठ ने हेतु व हनों की पत्र श्रेणी की प्रद्योगिकी परिभषों के लिए पृथक अधिसूचन के बारे में वण किया गया है।

3. जबकि उक्त अधिसूचन की धर 19 में इस योजन के अन्तर्गत ग प्रोत्स हन क ल भ उठ ने हेतु पत्र व हनों में प्रयोग होने वाली उन्नत बैटरियों को परिभषित करने के लिए पृथक अधिसूचन के बारे में वण किया गया है।

4. जबकि उक्त अधिसूचन की धर 28 में भी इस योजन के अन्तर्गत पत्र होने के लिए व हनों के कय-निष्पदन और दक्षत को परिभषित करने हेतु पृथक अधिसूचन के लिए एक संभ किया गया है।

5. अब इसलिए योजन के अन्तर्गत (i) उन्नत बैटरियों व ले व हनों सहित पत्र श्रेणी के व हनों हेतु प्रद्योगिकी परिभषों और (ii) मांग प्रोत्स हनों हेतु पत्र व हनों के कय-निष्पदन और दक्षत को क्र शः अनुब -I और अनुबंध-II के अनुसार एतद्वर अधिसूचित किया गया है।

6. इसके अतिरिक्त उक्त अधिसूचन की धर 26 में संभित व हन की लगत से तपय व हन के “एक्स-शोरू ल्य” से होगा और उक्त अधिसूचन की धर 25 में संभित “एक्स-फैक्ट्री ल्य” से तपय “ल गू करों से पूव फैक्ट्री के भीतर व हन क ल्य” होगा। स

[फा.सं.1(1)/2019-एईआई]

प्रवीण एल. अग्रवल, सक्त सविद्य

अनुबंध-I

एक्सईवी प्रद्योगिकी परिभाषाएँ (उन्नत बैटरियों सहित) (दिन 8 2019 के क. आ. 1300(ई) की धारा 19 के अनुसार)	
एक्सईवी प्रद्योगिकी	प्रद्योगिकी परिभाषा
उन्नत बैटरी	‘एडवर्ड बैटरी’ स्नई पीडी की बैटरियों जैसे कि लिथियम पॉलीर लिथियम आयरन फस्फेट लिथियम कोबल्ट ऑक्सइड लिथियम टाइटनेट लिथियम निकल मैंगनीज कोबल्ट लिथियम मैंगनीज ऑक्सइड टैटल हाइड्रइड जिंक एयर सोडियम एयर निकल जिंक लिथियम एयर और इसी प्रकार के अन्य रसायन जिनका विकस हो रहा है या जो प्रयोग में है। इसके अलावा इस बैटरी में कम से कम 70 वाट-घ/किग्रा विशिष्ट घनत्व और कम से कम 1000 क्रक जीवन क्रहोना होगा।
इलेक्ट्रिक रीजेनेरेटिव ब्रेकिंग सिस्टम	एक एकीकृत बहन ब्रेकिंग सिस्टम जो ब्रेकिंग के दौरान बहन की गतिज ऊर्जा को विद्युत ऊर्जा में परिवर्तित करता है।
इंजन ‘स्टॉप-स्टार्ट’ व्यवस्था	एक सिस्टम जिसके द्वारा बहन के सलन हेतु आवश्यक ट्रैक्शन पवर पर निभ करते हुए प्रलन परिस्थितियों में एक हाइब्रिड इलेक्ट्रिक बहन में बहन नियण यूनिट के ध्य से इंजन को लय और बकिया जसा है।
ऑफ व्हीकल जिंग (ओवीसी)	बहन में रीजैबल एनर्जी स्टोरेज सिस्टम (आरईईएसएस) बहरी जिंग हेतु एक प्रवधान है।
हाइब्रिड इलेक्ट्रिक व्हीकल (एईवी) ¹	यंत्रकी सलन के लिए बहन जो ऊर्जा विद्युत के निम्नलिखित दोनों ऑन व्हीकल स्रोतों से ऊर्जा प्राप्त करता है: - उपभोगीय ईंधन - रीजैबल एनर्जी स्टोरेज सिस्टम (आरईईएसएस)
स्ट्रहाइब्रिड इलेक्ट्रिक व्हीकल (एसएचईवी)	एक ‘हाइब्रिड इलेक्ट्रिक बहन (एईवी)’ जिसके इंजन में ‘स्टॉप-स्टार्ट’ व्यवस्था ‘इलेक्ट्रिक रीजेनेरेटिव ब्रेकिंग सिस्टम’ और एक ‘मोटर ड्राइव’ हैं। (मोटर अकेले ही बहन को स्थिर अवस्था से सलित करने/लाने में सक्षम है)
प्लग-इन एईवी (पीएनईवी)/रेंज एक्स्टेंडेड इलेक्ट्रिक व्हीकल (आरईईवी)	एक ‘स्ट्रहाइब्रिड इलेक्ट्रिक बहन (एसएईवी)’ जिसमें रीजैबल एनर्जी स्टोरेज सिस्टम (आरईईएसएस) की ‘ऑफ व्हीकल जिंग’ (ओवीसी) हेतु प्रवधान है।
बैटरी इलेक्ट्रिक व्हीकल (बीईवी)	एक बहन जो पूरी तरह से इलेक्ट्रिक मोटर से लता है; जिसकी ट्रैक्शन ऊर्जा की आपूर्ति पूरी तरह से बहन में स्थपित ट्रैक्शन बैटरी से होती है; और इसका एक ‘इलेक्ट्रिक रीजेनेरेटिव ब्रेकिंग सिस्टम’ है।

¹ ऑटो मोटिव इंडस्ट्री स्टैंडर्ड एआईएस 102 के संभद

अनुबंध-II

फेम इंडिया चरण-II के तहत इलेक्ट्रिक दुंपहिया तिपहिया और पहिया इलेक्ट्रिक बहनों की श्रेणी के व्हीकल ङडल के लिए कय-
निष्पदन एवं दक्षत पत्रत नदड *

(दिनां. 8 अर्च, 2019 े. आ 1300(ई) ी धारा 28 े. अनुसार)

क्र. स.	बहन क प्रकार	बहन की श्रेणी ^{*1}	व्हीकल ङडल पत्रत नदड (अनुब में विनिर्दिष्ट नदड/प्रक्रियाओं के अनुसार पेज ने के लिए)			
			न्यूनतम रेंज ^{*2} (किमी)	अधिकतम इलेक्ट्रिक ऊर्जा खपत ^{*2} (किलोवटघ/100 टकिमी)	न्यूनतम अधिकतम गति ^{*3} (किमी/घट)	न्यूनतम त्वरण ^{*3} (मी./से ²)
1.	ई-दुपहिया	एल1 एवं एल2	80	7 से अधिक नहीं	40	0.65
2.	ई-तिपहिया	ई-रिक्शा ^{*4.5} एवं ई-कट ^{*4.5}	80	8 से अधिक नहीं	लगू नहीं	लगू नहीं
3.	ई-तिपहिया	एल5	80	10 से अधिक नहीं	40	0.65
4(क)	ई-चौपहिया (यंत्री व हक)	एम1 (लंबाई 4 मीटर से कम)	140	15 से अधिक नहीं	70	1.04

4(ख)		एम1 (लंबाई 4 मीटर और अधिक)	140	20 से अधिक नहीं	70	1.04
5.	ई-चौपहिया (हल्के व निजियक व हन/स्टेट कैरिज/ ैक्सी कैब्स आदि)	एन1	100	30 से अधिक नहीं	50	1.04
नोट: * ई-बसों के लिए पत्र नदड अलग से अधिसूचित किए जाएंगे। *1 केन्द्रीय टोटर व हन नियम बली (सीए वीआर) 1989 ~ यथ परिभाषित। *2 केन्द्रीय टोटर व हन (सीए वीआर) 1989 ~ उल्लिखित लघु परीक्षण नदड/प्रक्रिय के अनुसार। *3 सकल व हन भार (जीवीडब्ल्यू) पर ध्यान दिया जाएगा। *4 केन्द्रीय टोटर व हन नियम 1989 के तहत एल5 श्रेणी के अनुसार टाइप अनुमोदन आवश्यकतओं के अनुसार अनुपालन करने की आवश्यकत होगी। *5 ई-रिक्श/ई-कूट के अलव सभी इलेक्ट्रिक व हनों ~ आवश्यक रूप से 'इलेक्ट्रिक रीजेनेरेटिव ब्रेकिंग सिस्टम' लगवाया जाएगा।						

MINISTRY OF HEAVY INDUSTRIES AND PUBLIC ENTERPRISES

(Department of Heavy Industry)

NOTIFICATION

New Delhi, the 28th March, 2019

S.O. 1472(E).—Scheme for Faster Adoption and Manufacturing of Electric Vehicles in India Phase II (FAME India Phase II) has been notified in the Gazette of India vide S.O. No. 1300 (E) dated 8th March 2019.

- Whereas clause 15 of the said notification mentions about separate notification for technology definitions of the eligible category of vehicles for availing demand incentives under the scheme.
- Whereas clause 19 of the said notification further mentions about separate notification defining Advanced Batteries to be used in the vehicles to be eligible for availing demand incentives under this scheme.
- Whereas clause 28 of the said notification also makes a reference for separate notification for defining performance & efficiency parameters for vehicles to be eligible under this scheme.
- Now, therefore, (i) Technology Definitions for the eligible category of vehicles including that of Advanced Batteries and (ii) Performance & Efficiency of vehicles to be eligible for demand incentive under the scheme are hereby notified as per ANNEXURE-I and ANNEXURE-II respectively.
- Further, the cost of vehicle, referred to in clause 26 of the said notification shall mean “Ex-Showroom Price” of vehicle and “Ex-Factory Price”, referred in clause 25 of the said notification, shall mean “Price of vehicle at factory gate before applicable taxes”

[F. No. 1(1)/2019-AEI]

PRAVIN L. AGRAWAL, Jt. Secy.

ANNEXURE-I

XEV Technology Definitions (including Advanced Batteries) (AS PER CLAUSE 19 of S.O. 1300(E) dated 8 th March 2019)	
XEV Technology	Technology Definition
Advanced Batteries	‘Advance Battery’ represents the new generation batteries such as Lithium polymer, Lithium Iron phosphate, Lithium Cobalt Oxide, Lithium Titanate, Lithium Nickel Manganese Cobalt, Lithium Manganese Oxide, Metal Hydride, Zinc Air, Sodium Air, Nickel Zinc, Lithium Air and other similar chemistry under development or under use. In addition this battery should have specific density of at least 70 Wh/kg and cycle life of at least 1000 cycle.
Electric Regenerative Braking System	An integrated vehicle braking system which provides for the conversion of vehicle kinetic energy into electrical energy during braking.
Engine ‘Stop-Start’ arrangement	A system by which the engine is started or stopped in a hybrid electric vehicle by vehicle control unit at operating conditions depending upon traction power required for the propulsion of the vehicle.
Off Vehicle Charging (OVC)	Rechargeable Energy Storage System (ReESS) in the vehicle has a provision for external charging.
Hybrid Electric Vehicle (HEV) ¹	A vehicle that for the purpose of mechanical propulsion draws energy from both of the following on-vehicle sources of energy/power: • A consumable fuel • Rechargeable Energy Storage System (ReESS)
Strong Hybrid Electric Vehicle (SHEV)	A ‘Hybrid Electric Vehicle (HEV)’ which has an engine ‘Stop-Start’ arrangement, ‘Electric Regenerative Braking System’ and a ‘Motor Drive’ (motor alone is capable to propel/drive the vehicle from a stationary condition).
Plug-in HEV (PHEV)/ Range Extended Electric Vehicle (REEV)	A ‘Strong Hybrid Electric Vehicle (SHEV)’ which has a provision for ‘Off Vehicle Charging’ (OVC) of ‘Rechargeable Energy Storage System (ReESS)’.
Battery Electric Vehicle (BEV)	A vehicle which is powered exclusively by an electric motor; whose traction energy is supplied exclusively by traction battery installed in the vehicle; and has an ‘Electric Regenerative Braking System’.

¹ Refer Automotive Industry Standard AIS 102.

ANNEXURE-II

Performance & Efficiency Eligibility Criteria for Electric 2W, 3W and 4W categories Vehicle Models under FAME India Phase II*

(AS PER CLAUSE 28 of S.O. 1300(E) dated 8th March 2019)

Sr. No.	Vehicle Segment	Vehicle Category ^{*1}	Vehicle Model Eligibility Criteria (to be measured as per the standards/procedures specified in Annexure)			
			Minimum Range ^{*2} (km)	Maximum Electric Energy Consumption ^{*2} (kWh/100 km)	Minimum Max Speed ^{*3} (km / hr)	Minimum Acceleration ^{*3} (m/s ²)
1	e-2W	L1 & L2	80	Not Exceeding 7	40	0.65
2	e-3W	E-Rickshaw ^{*4, 5} & E-Cart ^{*4, 5}	80	Not Exceeding 8	NA	NA
3	e-3W	L5	80	Not Exceeding 10	40	0.65
4 (a)	e-4W (Passenger Carrier)	M1 (Length less than 4 m)	140	Not Exceeding 15	70	1.04
4 (b)		M1 (Length $\geq$ 4 m)	140	Not Exceeding 20	70	1.04
5	e-4W (LCV/ State Carriage / Maxi Cabs etc)	N1	100	Not Exceeding 30	50	1.04

Note:

* Eligibility criteria for e-Buses will be notified separately.

*¹ As defined in the Central Motor Vehicles Rules (CMVR), 1989.

*² As per applicable test standard / Procedure mentioned in CMVR, 1989.

*³ Measurement shall be carried out at Gross Vehicle weight (GVW)

*⁴ Shall need to comply with the type approval requirements as per L5 category under CMVR, 1989.

*⁵ Except for E-Rickshaw/E-Cart, all electric vehicles shall necessarily be equipped with 'Electric Regenerative Braking System'.



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असाधारण

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भारी उद्यो र ओ उद्य 'त्रा य

(भारी उद्यो विभा)

अधिसूचना

नई दिल्ली 21 जून, 2019

- का. आ. 2068 (अ).—** में विद्युत व हनों के 'ीत्र अंगीक ण औ विनिर्माण य जन फेज- II (फेम इंडिया फेज- II) क दिनंक 8 म र्च 2019 के क .आ. सो 1300 (अ) के म ध्यम सेो के जपत्र में अधिसूचि किय गय है।
- 2। जबकि उक्त अधिसूचन की ध 15 मौय जन के ह मंग प्र त्स हन क ल उठ ने हेु व हनों की प त्र श्रेणी की प्र द्य गिकी पि ष ओं के लिए पृथक अधिसूचन के ब े मौवर्णन किय गय है।
- 3। जबकि उक्त अधिसूचन की ध 19 मौइस य जन के अर् गत मंग प्र त्स हन क ल उठ ने हेु प त्र व हनों में प्रय ग ह नोव ली उन्न बैटियों क पि षि क ने के लिए पृथक अधिसूचन के ब े में वर्णन किय गय है।
4. जबकि उक्त अधिसूचन की ध 28 मौी इस य जन के अर् गत प त्र ह ने के लिए व हनों के क र्य-निष्प दन औ दक्ष पैर मीट ों क पि षि क ने हेतु पृथक अधिसूचन के लिए ी एक संद ीकिय गय है।
5. इसलिए इस य जन के ह मंग प्र त्स हन के लिए प त्र व हनों की प त्र श्रेणी की प्र द्य गिकी पि ष ओं औ व हनों के क र्य-निष्प दन औ दक्ष [ई-बसों औ च पहियों के अल व (एसएचईवी/पीएचईवी/आ ईईवी)] क ो के जपत्र (अस ध ण) मौक .आ. सं. 1472(अ) दिनंक 28 म र्च, 2019 के द्र अधिसूचि किय गय थ ।
6. इसलिए, अब, फेम योजना के चरण-II के ह मंग प्र त्स हन के लिए प त्र (i) इलेक्ट्रिक बस हेु क र्य-निष्प दन एवं दक्ष प त्र म नदंड औ (ii) च पहियों (एसएचईवी/पीएचईवी/आ ईईवी) के लिए क र्य-निष्प दन प त्र म नदंड क ए दद्र क्रमशः अनुबंध- I और अनुबंध- II के अनुस अधिसूचि किय ज है।

[फा.सं.1(1)/2019-एईआई]

प्रवीण एल. अग्रव ल, संयुक्त सचिव

अनुबंध- I

फेम योजना के चरण-II के ह इलेक्ट्रिक बस श्रेणी व हन मॉडल के लिए क र्य-निष्प दन एवं दक्ष प त्र म नदंड

[का.आ.1300 (अ) दिनांक 0 1 2019 की धारा 2 क अनुसार]

क्र.सं.	वाहन सेगमेंटो	वाहन श्रेणी*1	वाहन मॉडल प त्र म नदंड					
			(अनुबंध में विनिर्दिष्ट म नकों/प्रक्रिय ओं के अनुसार म पोज एंगे)					
			न्यून म ज*2	न्यून म ज*3	अधिकतम इलेक्ट्रिक ऊर्ज खपत*4	न्यून म अधिकतम गति*5	न्यूनतम त्व ण*5	न्यून म ग्रेडेंसिलिटी*5
			(किमी)	(किमी)	(किल व ट घंटा/100 किमी)	(किमी/घंटा)	(मी./से ²)	(डिग्री)
1	9 मीटर और इससे कम लंबाई वाली ई- बस	एम3	140	120	100 से कम	70	0.8	9.7 (17%)
2	9 से 12 मीटर की लंबाई वाली ई- बस	एम3	140	120	140 से कम	70	0.8	9.7 (17%)

टिप्पणी:

*1 जैस कि केन्द्रीय म ट व हन नियम वाली (सीएमवीआ) 1989 मोंपि पि किय गय है।

*2 सीएमवीआ 1989 मोंडल्लिखि ल गूोप िक्षण म नक/प्रक्रिय के अनुसार ।

*3 सकल व हन (जीवीडब्ल्यू) औ प्रच लन में एचवीएसी (निर्धर्ि पम न 24 ± 4 डिग्री सेंटीग्रेट) प म पन किय जाएगा।

*4 फेम II प त्र आकलन प्रक्रिय के अनुसार म पन किय ज एग ।

*5 सकल व हन (जीवीडब्ल्यू) प म पन किय ज एग ।

अनुबंध-II

परिचा: एसए ईवी/पीए ईवी/आरईईवी के लिए काय-निष्पादन पात्रता मानदंड

(क) गैसोलीन के स तुल्य ईंधन खपत (l/ 100 कि ी) मानदंड – लक्ष्य सी ।

ईंधन श्रेणी	एसएचईवी	पीएचईवी/आरईईवी
गैसोलीन/एलपीजी	$0.0024 \times 0.5M + 3.0034$	$0.002 \times 0.25M + 3.0034$
डीजल/सीएनजी	$0.0024 \times 0.885 \times 0.5M + 3.0034$	$0.0024 \times 0.885 \times 0.25M + 3.0034$
* 'M' से त्पर्य व हन के बिन लदे (किग्र में) से है ।		

(ख) इलेक्ट्रिक रेंज मानदंड

पैरामीटर	एसएचईवी	पीएचईवी/आरईईवी
इलेक्ट्रिक रेंज (किमी में)	-	40

MINISTRY OF HEAVY INDUSTRIES AND PUBLIC ENTERPRISES

(DEPARTMENT OF HEAVY INDUSTRY)

NOTIFICATION

New Delhi, the 21st June, 2019

S.O. 2068 (E).— Scheme for Faster Adoption and Manufacturing of Electric Vehicles in India Phase II (FAME India Phase II) has been notified in the Gazette of India vide S.O. No. 1300 (E) dated 8th March 2019.

2. Whereas clause 15 of the said notification mentions about separate notification for technology definitions of the eligible category of vehicles for availing demand incentives under the scheme.

3. Whereas clause 19 of the said notification further mentions about separate notification defining Advanced Batteries to be used in the vehicles to be eligible for availing demand incentives under this scheme.

4. Whereas clause 28 of the said notification also makes a reference for separate notification for defining performance & efficiency parameters for vehicles to be eligible under this scheme.

5. Therefore, Technology Definitions for the eligible category of vehicles and Performance & Efficiency of vehicles [except eBuses and 4Ws (SHEV/PHEV/REEV)] to be eligible for demand incentive under the scheme were notified vide S.O. No. 1472(E) dated 28th March 2019 in the Gazette of India (Extraordinary).

6. Now, therefore, (i) Performance & Efficiency Eligibility Criteria for Electric Bus and (ii) Performance Eligibility Criteria for 4 Wheelers [SHEV/PHEV/REEV], to be eligible for demand incentive under Phase-II of FAME Scheme, are hereby notified as per ANNEXURE-I and ANNEXURE-II respectively.

[F.No. 1(1)/2019-AEI]

PRAVIN L. AGRAWAL, Jt. Secy.

ANNEXURE-I

Performance & Efficiency Eligibility Criteria for Electric Bus Category Vehicle Model under FAME India Phase II

(AS PER CLAUSE 28 of S.O. 1300(E) dated 8th March 2019)

Sr. No.	Vehicle Segment	Vehicle Category ^{*1}	Vehicle Model Eligibility Criteria					
			(to be measured as per the standards/procedures specified in Annexure)					
			Minimum Range ^{*2}	Minimum Range ^{*3}	Maximum Electric Energy Consumption ^{*4}	Minimum Max Speed ^{*5}	Minimum Acceleration ^{*5}	Minimum Gradeability ^{*5}
			(km)	(km)	(kWh/100 km)	(km / hr)	(m/s ²)	(Degree)
1	e-Bus with length 9m and below	M3	140	120	Less than 100	70	0.8	9.7 (17%)
2	e-Bus with length above 9m and up to 12m	M3	140	120	Less than 140	70	0.8	9.7 (17%)

Note:

*¹ As defined in the Central Motor Vehicles Rules (CMVR), 1989.

*² As per applicable test standard / Procedure mentioned in CMVR, 1989.

*³ Measurement shall be carried out at Gross Vehicle Weight (GVW) and HVAC in operation (set temperature 24 ± 4 deg C)

*⁴ Measurement shall be carried out as per FAME II Eligibility Assessment Procedure

*⁵ Measurement shall be carried out at Gross Vehicle weight (GVW)

ANNEXURE-II

Performance Eligibility Criteria for 4W : SHEV/ PHEV / REEV

(A) Gasoline equivalent Fuel Consumption (l/ 100 km) criteria – Target Lines

Fuel Category	SHEV	PHEV/REEV
Gasoline / LPG	$0.0024 \times 0.5M + 3.0034$	$0.002 \times 0.25M + 3.0034$
Diesel / CNG	$0.0024 \times 0.885 \times 0.5M + 3.0034$	$0.0024 \times 0.885 \times 0.25M + 3.0034$
• 'M' to be taken as unladen mass (in Kg) of the vehicle.		

(B) Electric Range Criteria

Parameter	SHEV	PHEV/REEV
Electric Range (km)	-	40



भारत का राजपत्र The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. 2253]

नई दिल्ली, बृहस्पतिवार, जुलाई 11, 2019/आषाढ़ 20, 1941

No. 2253]

NEW DELHI THURSDAY, JULY 11, 2019/ASHADHA 20, 1941

भारी उद्यो र ो उद्य ंत्रा य
(भारी उद्यो भा)

द्व-पत्र

नई दिल्ली, 10 जुलाई, 2019

का. आ. 2479(अ).— ी ोग वि ग की अस ध ण जपत्र अधिसूचन सं. क. आ. 068(ई), दिनंक 1 जून, 019 में संलग्न अनुबंध-II को प्रतिस्थ पित किय ज त हैऔ अब इसेनिस नुस पढ ज ए:-

अनुबंध-II

चौपहिया: एसएचईवी/पीएचईवी/आरईईवी के लिए कार्य-निष्पा न पा ा मानदंड

(क) सोलीन के समुल्य ईधन खप (// 100 किमी.) मानदंड – लक्ष्य सीमा

ईधन श्रेणी	एसएचईवी	पीएचईवी/आरईईवी
गैसोलीन/एलपीजी	0.0024*0.5M + 3.0034	0.0024*0.25M + 3.0034
डीजल/सीएनजी	0.0024*0.885*0.5M + 3.0034	0.0024*0.885*0.25M + 3.0034

* 'M' सेक्ष त्पर्य व हत के बिन लदे भार (किग्र में) से है ।

(ख) इलेक्ट्रिक रेंज मानक

पैरामीटर	पीएचईवी/आरईवी
इलेक्ट्रिक रेंज (किमी. में)	40

[फा. सं. 1(1)/2019-एईआई]
प्रवीण एल. अग्रवाल, संयुक्त सचिव

MINISTRY OF HEAVY INDUSTRIES AND PUBLIC ENTERPRISES

(Department of Heavy Industry)

CORRIGENDUM

New Delhi, the 10th July, 2019

S.O. 2479(E).—In Department of Heavy Industry's Extraordinary Gazette Notification No. S.O. 2068(E) dated 21st June, 2019, the ANNEXURE-II appended therein shall be replaced and be now read as under –

ANNEXURE-II**Performance Eligibility Criteria for 4W : SHEV/ PHEV / REEV****(A) Gasoline equivalent Fuel Consumption (l/ 100 km.) criteria – Target Lines**

Fuel Category	SHEV	PHEV/REEV
Gasoline / LPG	$0.0024 \times 0.5M + 3.0034$	$0.0024 \times 0.25M + 3.0034$
Diesel / CNG	$0.0024 \times 0.885 \times 0.5M + 3.0034$	$0.0024 \times 0.885 \times 0.25M + 3.0034$
'M' to be taken as unladen mass (in Kg) of the vehicle.		

(B) Electric Range Criteria

Parameter	PHEV/REEV
Electric Range (km.)	40

[F. No. 1(1)/2019-AEI]
PRAVIN L. AGRAWAL, Jt. Secy.

F.No. 7(06)/2019-NAB-II(Auto)
Government of India
Ministry of Heavy Industries & Public Enterprises
Department of Heavy Industry

Dated the 29th April 2019

To

All Testing Agencies notified for Phase-II of FAME India Scheme

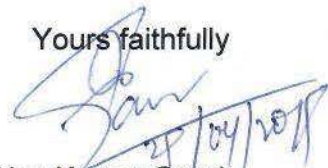
Subject : Phased Manufacturing Programme (PMP) for xEV Parts for eligibility under FAME India Scheme Phase-II – Revision of – Regarding.

Sir/Madam,

In supersession of this Department's earlier communication no. 7(02)/2019-NAB.II(Auto) dated 29th March 2019 on the subject cited above, the undersigned is directed to forward the **Revised Phased Manufacturing Programme (PMP) for xEV Parts for eligibility under FAME India Scheme Phase-II for information and necessary compliance by all Testing Agencies.**

2. This has approval of the competent authority.

Yours faithfully



(Ajay Kumar Gaur)

Under Secretary to the Govt. of India

Tel.No. 23061340

Email : ak.gaur@nic.in

Encl : As Above.

अजय कुमार गौर/AJAY KUMAR GAUR
अवर सचिव/Under Secretary
भारी उद्योग एवं लोक उद्यम मंत्रालय
Ministry of Heavy Industries & Public Enterprises
भारी उद्योग विभाग/Deptt. of Heavy Industry
उद्योग भवन, नई दिल्ली-110011
Udyog Bhawan, New Delhi-110011

Revised Phased manufacturing program for xEV parts for eligibility under FAME India Scheme (Phase-II)

Sr.No.	Category Item Description	e-2W	e-3W	e-3W	e-4W	e-4W	e-Buses
		L1 & L2	E-Rickshaw & E-Cart	L5	M1	N1	M2/M3
1	HVAC	NA	NA	NA	B	B	C
2	Electric compressor	NA	NA	NA	D	D	D
3	Wheel rim	A*	A*	A*	A*	A*	A
4	Power and control Wiring harness along with connectors	A	A	A	B	B	B
5	MCB / circuit breakers / electric safety device	A	A	A	C	C	C
6	AC Charging inlet Type 2	NA	NA	NA	C	C	C
7	DC Charging inlet CCS2 / CHAdeMO	NA	NA	NA	D	D	D
8	DC charging inlet BEVC DC 001	NA	NA	NA	D	D	NA
9	Traction battery pack	A*	A*	A*	A*	A*	A*
10	Wheel rim integrated with Hub motor	B	B	B	B	B	B
11	DC – DC converter	B	B	B	C	C	C
12	Electronic Throttle	C	C	C	C	C	C
13	Vehicle control unit	C	B	C	C	C	C
14	On Board Charger	C	B	C	C	C	C
15	Traction Motor	C	B	C	E	E	E
16	Integrated rear axle including, motor ,motor Controller, transmission system & rear braking system	NA	B	C	NA	NA	NA
17	Traction Motor controller / inverter	C	B	C	E	E	E
18	Instrument Panel	A*	A*	A*	A*	A*	A
19	Windscreen Wiping System	NA	A*	A*	A	A	A
20	Chassis (For e2W and e3W – allowable Imported Content @20%)	A*	A*	A*	A	A	A

Note: Traction battery pack to be assembled domestically, for which battery cells and associated thermal and battery management system may be imported.

- All other Parts, Components, Assemblies or sub-assemblies, other than mentioned above should be domestically manufactured / assembled. CMVR notified safety components should be tested by the testing agencies notified under rule 126 of CMVR, 1989.

Definitions :

NA – Not Applicable

Code	Effective date of indigenisation of parts
A	w.e.f 1 st April 2019
A*	w.e.f 1 st July 2019
B	w.e.f 1 st October 2019
C	w.e.f 1 st April 2020
D	w.e.f 1 st October 2020
E	w.e.f 1 st April 2021

Imported source includes direct as well as indirect import.

Indigenous source implies domestically manufactured / assembled and tested.

[Handwritten Signature]
25/04/2019
2019-2020
Ministry of Heavy Industries & Public Enterprises
New Delhi-110011

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

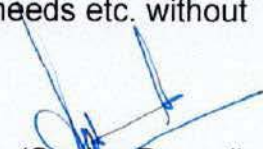
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

5/12

Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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