

THE BRIHAN-MUMBAI ELECTRIC SUPPLY & TRANSPORT UNDERTAKING
(OF THE BRIHAN MUMBAI MAHANAGARPALIKA)



TENDER DOCUMENT OF B. E. S. & T. UNDERTAKING, MUMBAI
REQUEST FOR PROPOSAL (RFP) FOR OPERATION OF STAGE CARRIAGE
SERVICES FOR PUBLIC TRANSPORT OF
200 DOUBLE DECKER AC ELECTRIC BUSES WITH DRIVER
IN THE CITY OF MUMBAI & ITS EXTENDED SUBURBS ON GROSS COST
CONTRACT (GCC) MODEL FOR 12 YEARS

RFP Number & date: DMM(T-II)/08/TCU/72131/2021-22/Advt.

Cost of RFP document: INR Rs.12000/-

RFP floated by: Brihan-Mumbai Electric Supply & Transport Undertaking (of the Brihan-Mumbai Mahanagarपालिका)-BEST

Address: **Brihan-Mumbai Electric Supply and Transport (BEST) Undertaking,**

Material Management Department,
2nd Floor, Dadar BEST workshop,
Tilak Road, Dadar,
Mumbai- 400 014.

Contact details: Mr.S.D.Kemkar
E-mail: sdkemkar@bestmmd.net.
Phone: 09869635467

Tender available on website: <https://mahatenders.gov.in>

Disclaimer

1. This Request for Proposal ("Tender"/"Tender Document") is issued by The Brihan-Mumbai Electric Supply & Transport (BEST Undertaking).
2. The information contained in this Tender or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the BEST or any of its employees or advisors, is provided to Bidders, on the terms and conditions set out in this tender.
3. This Tender is not a Contract and is not an offer by BEST to the prospective Bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in the formulation of their Proposals in pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by BEST, in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for BEST, its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this Tender. The assumptions, assessments, statements and information contained in this tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct his own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender and obtain independent advice from appropriate sources.
4. Information provided in this Tender to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BEST accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. BEST, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or

information contained therein or deemed to form part of this Tender or arising in any way in this selection process.

5. BEST also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any Bidder upon the statements contained in this Tender.
6. BEST may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender. The issue of this Tender does not imply that BEST is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for this project and BEST reserves the right to reject all or any of the proposals, without assigning any reason whatsoever.
7. BEST or its authorized officers/representatives/advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidder or terminate discussions with any Bidder submitting its bid and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.
8. The Tender Document does not address concerns relating to diverse investment objectives, financial situation and particular needs of each Bidder. The tender Document is not intended to provide the basis for any investment decision and each Bidder must make its/their own independent assessment in respect of various aspects of the techno-economic feasibilities of the subject matter of the Tender. No person has been authorized by BEST to give any information or to make any representation not contained in the tender Document.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation and expenses associated with any demonstrations or presentations which may be required by BEST or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses shall be borne by the Bidder and BEST 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 for submission of the Proposal, regardless of the conduct or outcome of the selection process.

NOTICE INVITING BIDS TO RFP**Tender No: DMM (T-II)/08/TCU/51433/2021-22/Advt.,**

Bid Start Date: 26/10/2021

Bid End Date: 29/11/2021 before 17.00 Hrs.

*Technical Bid Opening Due Date: 01/12/2021 10.30 Hrs.

*Price Bid Opening Due Date: 03-12-2021 at 09.00 Hrs. (Tentative)

*Price Bid Matching Start Date: 04-12-2021

*Price Bid Matching End Date: 07-12-2021

*These dates may vary depending upon date of issue of Corrigendum and date of Price bid opening.

From:**Brihan-Mumbai Electric Supply and Transport (BEST) Undertaking,**

Material Management Department,

2nd Floor, Transportation Engineering Building,

Tilak Road, Dadar (East)

Mumbai- 400 014**To:All Prospective bidders:**

1. Brihan-Mumbai Electric Supply and Transport Undertaking (BEST), invites responses (Proposals/Bids) to this tender from eligible reputed, competent and professional organizations of the nature specified here in below and those who meet the minimum eligibility criteria, as specified in this Tender of **Operation of Stage Carriage Services for public transport of 200 Double Decker (DD) AC Electric Buses (with Driver)** in the city of Mumbai & its extended Suburbs on Gross Cost Contract (GCC) model on the terms and conditions as contained herein.

DESCRIPTION	TENDER COST FORM	EARNEST MONEY DEPOSIT
Operation of Stage Carriage Services for public transport of 200 DD AC Electric Buses (with Driver) in the city of Mumbai & its extended Suburbs on Gross Cost Contract (GCC) model	Rs. 12,000/-	Rs. 50,00,000/-

Tender form Cost should be paid through e-payment Payment Gateway & Earnest Money Deposit should be paid through e-payment Gateway or Bank Guarantee towards Earnest Money Deposit shall be submitted as per format shown in Annexure – I.

2. The complete bidding document shall be published on for the purpose of downloading.

3. A successful bidder will be selected based on the Tender Evaluation Criteria described in this tender.
4. Bidders are advised to study this tender document carefully, before submitting their proposals, in response to the Tender Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
5. All rights to accept or reject any or all bids are reserved with BEST.

Thanks & Regards

(S.D.Kemkar)
DMM(T-II)

Schedule of Selection/Bidding Process

BEST shall endeavor to adhere to the following schedule:

Sr. No.	Information	Details
1.	Tender Issuing Authority	Brihan-Mumbai Electric Supply & Transport (BEST) Undertaking
2.	Purpose of Tender	Request for Proposal (RFP) for Operation of Stage Carriage Services for public transport of 200 DD AC Electric Buses (with Driver) in the city of Mumbai & its extended Suburbs on Gross Cost Contract (GCC) model
3.	Tender Issue Date	26/10/2021
4.	Availability of tender documents	The tender is available and downloadable on e-Tendering Website: https://mahatenders.gov.in All Subsequent changes to the Bidding document shall be published on the above mentioned website.
5.	Method of Selection	Refer Tender Evaluation Criteria Schedule VII & Schedule VIII
6.	Non Refundable Tender Fees	Non-refundable Rs. 12,000.00 (incl. of GST @ 18%) through Payment Gateway (e-payment)
7.	Earnest Money Deposit	Rs. Fifty Lakhs (Rs.50,00,000/-) through e-payment Gateway or in the form of Bank Guarantee as shown in Annexure-I.
8.	Date, Time & Venue of Pre-Bid Conference meeting	09/11/2021 ,BEST Committee hall, Colaba
9.	Last date and time (deadline) for receipt of proposals in response to tender notice i.e. Bid End Date	29/11/2021
10	Date, time and venue of opening of Technical Proposals received in response to the tender notice	01/12/2021 Tender Control Unit, Second Floor, BEST Workshop, Dadar.
11	Time, date and place of opening of Financial Proposals received in response to the tender notice	After technical evaluation Tender Control Unit, Second Floor, BEST Workshop, Dadar.
12	Language	Proposals shall be submitted in English only.
13	Tender validity	Proposals shall remain valid upto 180 (One Hundred & Eighty) days from the technical bid opening date.
14	Contract validity period	156 (144+12) months from the signing of the agreement.
15	Name and e-mail address for Communication and seeking	Shri. S. D. Kemkar, DMM(T-II), Mob: 9869635467 e-mail ID: sdkemkar@bestmmd.net

Sr. No.	Information	Details
	clarifications	<p>Shri. R. V. Shetty Dy.CM(Tr.), Mob.:9869240839 e-mail ID:cmtr@bestundertaking.com</p> <p>Shri. S. V. Bagade – Dy. CM (W-2) Mob: 8928194514 Email id: svbagade@bestundertaking.org</p>
16.	Contract period	12 years from COD of each lot of Buses. (Contract period of 12 years shall commence from the COD of each lot of buses.)

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SCHEDULE-I**INVITATION FOR PROPOSAL**

1	The Brihan-Mumbai Electric Supply & Transport Undertaking (BEST) is a local authority, engaged in the service activity of Public Passenger Transport (covering the areas in the city of Mumbai and its extended suburbs as well as to the neighboring corporations of Navi Mumbai, Thane & Mira-Bhayandar) and Distribution of Electricity within the island city of Mumbai.			
2	BEST is inviting bids through e-procurement on website https://mahatenders.gov.in for Operation of Stage Carriage Services for Public transport of 200 DD AC Electric buses in the city of Mumbai and its extended suburbs.			
3	<p>The Bidders have to quote two separate rates</p> <p>(i) considering Subsidy under FAME-II and Maharashtra EV policy</p> <p>(ii) without any subsidy</p> <p>on 'Rs per kilometer' basis for yearly assured kilometer of 60000 kms. for DD AC Electric buses. While bidding the bidder 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 bidder who quotes minimum rate will be the selected bidder.</p>			
4	This Tender Notice is invited for Appointment of Successful Bidders for Operation of Stage Carriage Services of 200 DD Electric Buses in the city of Mumbai & its extended Suburbs on Gross Cost Contract (GCC) model.			
5	Type of bus	No of buses	Yearly assured km	Rates (in Rupees / Kilometer)
	Double Decker AC Electric buses	200	60000 kms.	Please refer Schedule of Prices (i.e. Annexure-M)
6	The scope of Work/Contract ("Work") for the Tender shall be as detailed in schedule VI of RFP.			
7	The Bidders/ Tenderers who meet the mandatory technical and commercial eligibility criteria as mentioned in Schedule III of Tender Document shall only be held eligible for opening of price bids.			
8	BEST invites bids through e-procurement in two stage bid system i.e. the Technical and commercial Bid. The first stage of the bidding process shall involve the opening of the Technical Bids and the second stage shall involve the opening of the commercial Bids. All relevant supporting documents to be uploaded with the said bids should be digitally			

	signed by the Bidder. In case the bids are not accompanied by any and all supporting documents, the bid shall be liable to be rejected.
9	A complete set of bidding documents are available online on the website (https://mahatenders.gov.in). All bids must be accompanied by e-payment of EMD or the Bank Guarantee of Earnest Money Deposit (EMD) of the amount of Rs. 50,00,000/- (Rupees Fifty lakhs only) and the hard copy of the said bank guarantee is to be submitted to the Tender Control Unit of BEST at Dadar. In case the proof of EMD is not found attached in the Technical Bid, or is not submitted in the mode specified, the bids may be rejected.
10	Once a Bidder has been declared as the Successful Bidder and has been shortlisted as per the Tender process, the Successful Bidder/Tenderer will have to deposit Security Deposit of Rs. 50,000/- per bus within 30 days from date of issue of Letter of Acceptance by BEST (the "Security Deposit").
11	The commercial Bids of only those bidders who fulfill all the Technical bid criteria will be opened.
12	BEST reserves the right to accept or reject any bid without assigning any reason whatsoever and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for the BEST's action.
13	BEST has the right to amend and/or re-issue the bid document without the applicant(s)/bidder(s) having any right to object to such reissue.
14	Bidders may obtain any further information/clarification regarding the availability of Bid documents, from Mr. Shri.-----, AAMM(T-II), Mob.: email ID : @bestmmd.net
15	BEST 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. However, BEST reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing contained herein shall be taken or read as compelling or requiring the BEST to respond to any question or to provide any clarification
16	Interested Bidders are advised to study this Tender document carefully before submitting their proposals in response to this Tender document. Submission of a proposal in response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
17	Interested Bidders are advised to purchase the Tender document on-line for Rs. 10,000.00 (incl. of GST @ 18 percent). The Tender document can be downloaded from website at https://mahatenders.gov.in . Any subsequent corrigenda/clarifications will be shared on the e-mail ids provided by the organizations/ individuals who have purchased

	the Tender document as well as uploaded on the website.
18	Interested Bidders are advised to visit the website https://mahatenders.gov.in for details about registration on the portal to be enabled to obtain Login ID and Password for participating in the tender. All other information in respect of Help, Bidder's Manual Kit, Information about DSC, FAQs is also available in lucid form to enable them to participate in the tender.
19	The time, date and venue details related to the pre-bid meeting and proposal submission are mentioned in the Tender Data Sheet. Proposals must be received not later than time and date mentioned in the Tender Data Sheet. Proposals that are received after the deadline will not be considered. Bidder will be selected under Lowest Cost Based Selection criteria and procedures described in this Tender document.
20	To obtain first-hand information on the assignment, Bidders are encouraged to attend the pre-bid meeting on the date and venue mentioned in the Tender Data Sheet. Attending the pre-bid meeting is optional.

The General Manager
The Brihan-Mumbai Electric Supply & Transport (BEST) Undertaking,
Electric House, Colaba,
Mumbai – 400 001
E-mail ID: gm@bestundertaking.com

SCHEDULE-II

DEFINITIONS AND INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In this Tender, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

1.1	"Applicable Law" means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of the Contract, and applicable to this Tender and subsequently the Agreement to be entered into between BEST and the Successful Bidder, and applicable to this tender.
1.2	"Bids"/"Proposals" means the proposals submitted by the Bidder(s) in response to this Tender in accordance with the provisions hereof including, Technical Bid and Price Bid along with all other documents forming part and in support thereof.
1.3	"Bidder/Tenderer" shall mean an interested party who is eligible to submit its proposal in accordance with the RFP/Tender Document for the Project along with Bid Security and Tender Fees under this Tender within the stipulated time for submission of Bids.
1.4	"Bid Process" means the single stage competitive bidding process with "Two cover system" comprising (i) the Technical Submissions and (ii) the Price Proposal for the Project
1.5	"Bus/Buses" means Double Decker AC Electric buses owned by successful bidders for the purposes of for Operation of Stage Carriage Services of 200 DD AC Electric Buses in the city of Mumbai and its extended suburbs as per the terms of Contract.
1.6	"Bus Service" means the service of operating and maintaining the Buses as part of the BEST Bus Services on gross cost contract basis, in accordance with the Contract/Agreement, including providing public carriage in accordance with the performance standards stipulated by BEST.
1.7	"Consortium" shall mean the combination of a maximum of three (3) eligible entities coming together for submission of a Proposal and as particularly described under Clause 8 of Schedule II of the RFP/ Tender Document.
1.8	"Change of law" shall mean the occurrence or coming into force any of the new law or modification or re-enactment of any Applicable Law.
1.9	"Contract/Agreement" means shall mean the operation and maintenance agreement entered into between BEST and the Successful Bidder, confirming its acceptance of the conditions of the Tender Document, and on the terms and conditions mentioned therein.
1.10	"Fleet Deployment Plan" means the plan mentioned in schedule VI Clause [7].
1.11	"Good Industry Practice" means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced entity engaged in the same type of services as envisaged under the Tender and acting generally in

	accordance with the provisions of the Motor Vehicles Act, 1988 and in accordance with Applicable Laws, applicable clearances or approvals, reliability, safety, environment protection, economy and efficiency.
1.12	"LAO" means Lowest Acceptable Offer.
1.13	"LOA" means Letter of Acceptance to be given by the Undertaking to the successful Bidder which for all practical purposes will be treated as Contract Work order. The Contract Work order shall be issued to the successful bidder as soon as he pays the security cum performance guarantee amount.
1.14	"Lead member" means the member who all members of the Consortium have nominated as the Lead member in a consortium agreement, and who shall be liable to comply with and shall be responsible for furnishing of Earnest Money Deposit and in case of award of the Contract, the Security Deposit-cum-Performance Guarantee and all other responsibilities towards execution of the Contract.
1.15	"Lenders" means the financial institutions, banks, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Successful Bidder under any of the financing documents for meeting costs of all or any part of the Project.
1.16	"Project" shall mean the Stage Carriage Services to be provided by the Successful Bidder in accordance with the Agreement to be executed between the Successful Bidder and BEST.
1.17	"Selection Process" means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the Tender.
1.18	"Stage Carriage Services" shall include the public transport services to be provided by the Successful Bidder in the city of Mumbai and its extended suburbs as well as to the neighbouring corporations of Navi Mumbai, Thane & Mira-Bhayandar in terms of the Agreement
1.19	"Successful Bidder" shall mean the Bidder whose technical bid and price bid has been accepted by BEST and to whom a Letter of Acceptance (LOA) is consequently issued by BEST and Subsequently with whom an Agreement will be entered into by BEST.
2	Any other term(s), not defined herein above but defined elsewhere in this Tender shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.
3	<u>INSTRUCTIONS TO BIDDERS</u>
3.1	This e-Tender as detailed herein is published on website https://mahatenders.gov.in for Notice inviting Tender-Request for Proposal (RFP) for Appointment of Service Provider/Fleet Operator for Operation of Stage Carriage Services of 200 DD AC Electric Buses in the city of Mumbai & its extended Suburbs on Gross Cost Contract (GCC) model in accordance with the BEST's Specifications & requirements to the entire satisfaction of the General Manager, BEST. The Technical Specifications are set out in Schedule IX, Section 2. The Scope of Contract for this Tender has been detailed in Schedule VI Items 2. Further the service quality levels required to be complied with under this Tender have been specified in Schedule X of this Tender.

3.2.	The bids to this Tender shall be uploaded as follows:
4	<u>Pre-qualification Criteria:</u>
4.1	The tenderers shall mandatorily fill financial bid in the excel sheet as well as the technical bid displayed on the website i.e. https://mahatenders.gov.in . Further, wherever required, the Tenderers shall upload the necessary documents in 'pdf' format only.
4.2	The process of submitting a bid and uploading the technical bid and other related documents, financial bid etc. shall be carried out by the Bidders well in time on or before the bid ending date as mentioned in the schedule of selection. Bids received after the last date and time for accepting of bids shall not be accepted by BEST
5	<u>Format and Signing of the Proposal:</u>
5.1	Bidders shall provide all the information as per this RFP/ Tender Document and in the specified formats. BEST reserves the right to reject any Proposal that is not in the specified formats.
5.1.1	<p>The Proposal should be submitted in the following manner:</p> <p>Bid 1: Technical Submissions, which would include:</p> <ul style="list-style-type: none"> i) Schedule of Guaranteed Performance & Other Technical Particulars as shown in the prescribed format in Annexure-A incorporated in the Tender document (in case of a consortium that of a lead member). ii) Schedule of Performance of the Bidder (in case of consortium experience of any member) as in Annexure C. iii) Proforma for certification for Minimum Average Annual Turnover ("MAAT") from Chartered Accountant as in Annexure D. (in case of consortium for lead member and in case of Aggregator, Networth certificate or Investible fund certificate). iv) Aggregator has to submit back-to-back agreement with OEM for complete contract period for the maintenance of buses. Aggregator has also to submit Manufacturer Authorization Form (if aggregator is a sole bidder or lead bidder then such bidder shall submit Manufacturer Authorization Form from OEM.) v) Schedule of Departures from technical specification as in Annexure F. vi) General details of Bidder with registration proof and credentials (in case of Consortium, this would need to be provided by the lead members) as in Annexure G & H. vii) Bid Security/ EMD as in Annexure I. viii) he Annexure-L (undertaking of the Bidder not being involved/engaged in any corrupt or fraudulent malpractices or not being black-listed with any Government or Public Sector Units in India or outside India)

	<p>ix) In case of Consortium, proforma of Consortium Agreement to be entered into between members as in Annexure N.</p> <p>x) Covering Letter cum Project Undertaking as per Annexure Q stating the Proposal Validity Period,</p> <p>xi) Power of Attorney for Signing of the Proposal (in case of Consortium, this would need to be provided by all the members) as in Annexure R.</p>
5.1.2	<p><u>Bid 2: Price Proposal</u> <u>Price proposal, as per the format set out in Schedule M.</u> The Bidder shall upload separately the scanned copy of Bid 1: Technical Submissions and Bid 2: Price Proposal for the Project as defined in clause above on the website of BEST. However, the Original Bank Guarantee for Earnest Money Deposit as mentioned herein below, have to be submitted in the hard copy.</p>
5.2	<p><u>Pre-bid Conference:-</u></p>
5.3	<p><u>Evaluation of the offers:</u></p>
5.3.1	<p>The Techno-commercial bids of all Bidders shall be opened on the 2nd day of bid closing date as specified on the website at 09.00 Hrs. The Techno-commercial suitability of the offers received shall be decided on the basis of answers/data/documents furnished by the Tenderers against the Technical Bids. The price bids of only such Tenderers shall be opened whose Techno-commercial bids have been found suitable.</p>
5.3.2	<p>The Financial bids of all eligible Bidders i.e. those Bidders whose Techno-commercial bids have been found technically suitable shall be opened as displayed on the e-tender website. The eligible Bidders shall be able to view the technical as well as Financial bids of all participant Bidders. The Financial bids of ineligible Bidders shall not be opened.</p>
5.3.3	<p>The Tenderers shall submit their offers in 'e-mode' (i.e. soft mode) well in time, on or before the said displayed bid end date.</p>
5.3.4	<p>Bidders are also requested to refer the Mandatory Techno-commercial Eligibility criteria mentioned in Schedule-III of Tender document.</p>
6	<p><u>Eligible bidders:</u></p>
6.1	<p>A Bidder shall be eligible to operate the Buses in conformity with the provisions of the laws in force in India and shall have a registered/head office within India. Further a Bidder should fulfill the eligibility criteria as stipulated herein</p>
6.2	<p>A Bidder shall not have a conflict of interest that affects the Bidding Process ("Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the foregoing, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:</p> <p>a) such Bidder, or any constituent thereof, and any other Bidder or any constituent thereof have common controlling shareholders or other common ownership interest by any third party, whether direct or indirect, or such Bidder or any constituent thereof is holding paid up capital, directly or indirectly, in other Bidder or any constituent thereof. Provided that this disqualification shall not apply (a) in case of common controlling shareholding or other common ownership interest by any third party, if such</p>

	<p>shareholding or ownership interest in one of the Bidders is less than 5% of its paid up and subscribed capital, or (b) in case of the direct or indirect shareholding in a Bidder by the other Bidder on any constituent thereof if such shareholding is less than 5% of that other Bidder's paid up and subscribed capital; or</p> <p>b) a constituent of such Bidder is also a constituent of another Bidder; or</p> <p>c) If such Bidder has participated as a consultant to BEST in the preparation of any documents, design or technical specifications for the Project.</p> <p>d) If any legal, financial or technical adviser in relation to the Project is engaged by the Bidder in any manner for matters related or incidental to the said Project during the Bidding Process or subsequent to the (a) issue of the LOA or (b) execution of the Agreement. In the event any such adviser is engaged by the Successful Bidder, as the case may be, after issue of the LOA or execution of the Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy BEST, including the forfeiture and appropriation of the Security Deposit cum Performance Security, as the case may be, which BEST may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without BEST being liable in any manner whatsoever to the Successful Bidder, as the case may be, for the same.</p> <p>e) If such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or</p> <p>f) If such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or</p> <p>g) If such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Proposal of either or each of the other Bidder.</p>
6.3	<p>1) The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to undertake the scope of work. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be a member of another Bidder.</p> <p>2) The term Bidder used herein in the Tender would apply to both a single entity and a Consortium. A Consortium while participating, shall comply with the additional Consortium criteria set forth herein.</p> <p>3) The Bidder shall be legally competent to enter into a contract as per prevailing Indian law, and must be either:</p> <p>(i) a company incorporated under the Companies Act, 1956, (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time), (Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted along with Technical Bid) Or</p> <p>(ii) Partnership firm registered under The Indian Partnership Act, 1932 (Copy of registered Partnership Deed should be submitted) Or.</p>

	(iii) Registered sole proprietary firm (Copy of GST registration, EPF registration, Shop registration certificate, as may be applicable, should be submitted along with Technical Bid).
6.4	Foreign firms constituted under Applicable Law of any other country are also permitted to participate in Bidding (Copy of Certificate of Incorporation, Memorandum and Articles of the association or constituting legal documents of the bidder should be submitted). Bids may be submitted by either of the following categories of bidders only
7	<u>Sole Bidder:</u> The Sole Bidder shall be an entity in the nature of a company, partnership firm or a proprietary firm or foreign firm, which has the capabilities to operate 200 DD AC Electric buses in the city of Mumbai or its extended Suburbs. The Sole Bidder who has submitted the bid under this Tender cannot bid as a consortium member of a consortium who is submitting bid under this Tender. Further, the sole bidder should not have been black-listed and / or charge-sheeted by any Central/State Government or Public Sector Undertakings or Court / Statutory authority in India or elsewhere.
8.0	<u>Consortium of Firms</u>
8.1	Bids can be submitted by a Consortium of companies, sole proprietorship firms or partnership firms or foreign firms. The total number of consortium members, including the lead bidder of the consortium cannot exceed three (3). The consortium agreement must provide the details of formation of the consortium, percentage of stake of each consortium member and the role of each member of the Consortium, with reference to this Project. The format of the consortium agreement to be followed has been shown in Annexure-N.
8.2	It is hereby clarified that motor vehicle manufacturers and individual operators of buses can form a consortium for the purpose of this Tender. In case of a consortium, the members must nominate one of them as the Lead Member who shall be responsible to BEST and for discharging all responsibilities related to the bid process and the Project. (OEM shall be compulsorily part of consortium. Assigning the role to the other consortium member is left to the bidder). The lead member shall respond to all queries and clarifications of BEST and ensure compliance to the bid process requirements. This Lead Member has to be registered under the applicable Indian/Foreign/Business law as appropriate under the laws of its incorporation. The Lead Member shall act as the Integrator for all practical purposes for this Project.
8.3	The 'Total value of Contract' is the total Cost of Contract as quoted by the Bidder.
8.4	The roles, responsibilities and scope of work shall be distributed among the consortium members and shall be clearly mentioned in consortium agreement. The lead bidder shall be responsible for works, which are estimated to be atleast 35% i.e the highest percentage share of total value of contract. (In case of consortium of 2 members, lead member shall have 51% stake and in

	<p>case of consortium of 3 members, the lead member shall have atleast 35% stake and shall be the maximum stake holders.) BEST reserves the right to suggest role re-allocation if it finds that the role and responsibilities allocated to each Consortium member does not commensurate with qualifications and capability of that Consortium member.</p>
8.5	<p>Bids submitted by a consortium should comply with the following requirements also:</p> <p>Any of the Lead Bidders or other members of Consortium (non-lead members) of a Consortium cannot be a Consortium Member with another bidder in a separate bid or a sole bidder in separate bid.</p> <p>The list of Consortium members needs to be declared in the bid, and the same cannot be changed by the Bidder later on. Other Bidders will have to declare list of Consortium members in their Bids. As regards change in members/responsibilities of Consortium members, the same is mentioned at Sr. 8.10 below.</p>
8.6	<p>The bidder and any of the Consortium members should not have been black-listed by any Central Government/State Government/Public Sector Undertakings/Corporations/SDTUs in India or elsewhere.</p> <p>The lead sole bidder/member and all members of the consortium shall submit the self-declaration in the Annexure 'L' for non-blacklisting by these Government entities.</p>
8.7	<p>Any change in the Consortium member at a later date shall not be allowed for cases where the Consortium has benefited from the lead or non-lead bidders credentials/ experience</p>
8.8	<p>Lead member of the consortium shall be responsible and liable to ensure the successful completion of the entire Project although the consortium together and its members independently, shall also be liable for the scope of work and all deliverables under this Tender.</p> <p>The consortium members shall be jointly and severally responsible to BEST for discharging the obligations as selected bidder in terms of this Tender document along with the Contract signed with BEST.</p>
8.9	<p>The Lead member of the consortium should confirm unconditional acceptance of full responsibility for executing the 'Scope of Work' and meeting of all obligations of this Tender. This confirmation should be furnished as part of the Technical Bid.</p>
8.10	<p>The Lead Member of the consortium and all Consortium members shall clearly define their roles and responsibilities as mentioned in the format of the Agreement in Annexure N, to be signed and uploaded.</p> <p>The consortium agreement shall be executed on a stamp paper of requisite value as per place of execution and shall be uploaded along with the Technical bids.</p> <p>All the members of the Consortium shall be responsible to adhere to the responsibilities as stated in the consortium agreement being submitted an interchange of responsibilities may not be considered by BEST later.</p> <p>The request for change in members/responsibility of members of Consortium after award of Contract shall be subject to the sole discretion of BEST.</p>
8.11	<p>Consortium agreement shall be accompanied by a covering letter addressed to the General Manager, BEST.</p>

8.12	<p>In case of any dissatisfaction or default on part of the lead member of the consortium, BEST shall issue a written notice to consortium demanding a replacement of the lead member. Within 6 months of receipt of such notice, Consortium members shall provide a satisfactory replacement for the lead member. BEST reserves the right to approve or reject the proposed replacement for the lead member. In the event the consortium members fail to engage a lead member as per the satisfaction of BEST, BEST reserves the right to terminate the Contract, if so awarded to the Consortium. During this period of 6 months, the other members of consortium shall support the Project and carry out its obligations there under without any financial liability to BEST.</p> <p>Any change in the lead member of the consortium shall not lead to financial liability for BEST</p>
8.13	<p>The Lead member and any of its consortium members should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under the Contract if awarded to such consortium.</p>
8.14	<p>BEST reserves the right to review, approve and amend the terms of the Consortium agreement or any other similar contract or agreements to be entered into by and between the members of such Consortium and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of BEST. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by the Lead member to BEST.</p>
9	<p>(I) SPECIAL PURPOSE COMPANY (SPC): A Bidder (whether a single bidder or a consortium) being declared as the Successful Bidder for the Project may incorporate a limited liability company under Indian Companies Act, 2013. However the Bidder, in case of a sole Bidder/Lead member (as applicable), shall hold majority stake in the SPC for a period of (2) years during the term of the Agreement; after the said period the said sole bidder/lead bidder may reduce its stake to not less than 26 %.</p> <p>Single bidder (SPC) can be allowed provided</p> <ol style="list-style-type: none"> 1. i) OEM or Aggregator ii) Associate or Aggregator or operator with OEM having more than 50% stake. <p>2. In case of OEM or Associate or Aggregator in the entity as SPC quotes, then the operator can be declared post award of contract provided the OEMs stake in SPC remains more than 50%.</p> <p>(II) Associate Criteria: Aggregating the financial, technical, manufacturing and operational experience capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required by the Bidder shall be permitted. For the purpose hereof, the word "Associate" shall mean, in relation to either Party {and/or consortium members}, a person who controls, is controlled by, or is under the common control with such Party {or consortium member} (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, whether by operation of law or by contract or otherwise);</p>

10	The Tender shall be uploaded complete in all respects and must be accompanied by descriptive and technical particulars, drawings and other data wherever required as per the Eligibility criteria.
11	Subsidiary of SEBI registered alternate investment fund manager – A 100% subsidiary of SEBI registered alternate investment fund/VCF (Aggregator”) can also be a sole or lead bidder. The Networth of more than Rs.25 Cr “Or” investible fund of INR 25 Cr will be considered for Annual turnover criteria
12	Any technical literature/other information connected with the Tender, which the Bidders submit along with the Tender shall be uploaded in soft form only. In any case such literature/information shall not be accepted in hard copy format. Sufficient memory space has been provided in Pre-qualification criteria questionnaire wherein Bidders may upload the required information.
13	The Bidders shall have to match their rate with that of the respective Lowest Acceptable Offer (LAO) within 3 working days from the date of Financial Bid Opening.
14	The Tender evaluation will be done on the basis of rates received for operation of stage wise carriage services of 200 DD AC Electric Buses. For detailed tender evaluation criteria, please refer Schedule –VII. The decision of awarding the Contract with will vest with BEST, based on the financial viability.
15	The Bidders shall accept unconditionally BEST’s ‘Conditions of Tender & Conditions of Supply’ in TOTO, failing which their financial bids shall not be considered for opening. Bidders are requested to go through the same carefully.
16	The Bidders should note that besides other conditions and terms highlighted in the Tender document, bids may be rejected under following circumstances:
16.1	Bids not qualifying under Mandatory Pre-qualification criteria.
16.2	Bids submitted without EMD or EMD of lesser amount.
16.3	Bids received through any platform other than e-tendering platform as mentioned in the Tender document.
16.4	Bids which do not unconditionally conform to the Tender validity & Contract validity as prescribed in the Tender document.
16.5	If the information provided by the Bidders is found to be incorrect/misleading at any stage/time during the bidding process
16.6	Any effort on the part of bidders to influence the BEST’s bid evaluation, bid comparison or contract award decisions.
16.7	Bids received by BEST after the last date for receipt of bids prescribed in the data sheet.
16.8	Bids without signature of person (s) duly authorized to sign on the bid.
16.9	Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the entity submitting the bid.
16.10	Technical Bid containing commercial details or any such hints/calculations /extrapolations/records.

16.11	Revelation of Prices in any form or by any reason before opening the Commercial/Price Bid.
16.12	Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
16.13	Bidders not quoting for the complete Scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidders.
16.14	Bidders not complying with the conditions of Tender, condition of supply & special conditions of contract as stated in the Tender document.
16.15	The Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work, conditions of Tender, condition of supply & special conditions of Contract.
16.16	If it is found by BEST that Bidders have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and EMD of each such Bidder shall be forfeited in its entirety. In addition, such Bidders shall be liable at the discretion of the BEST for further penal action including blacklisting.
16.17	If it is found that multiple Bidders have uploaded separate tenders/quotations under different names of sole proprietorship firms/partnership firms/companies but with common address for such sole proprietorship firms/partnership firms/companies, and it is found out by BEST that all such sole proprietorship firms/partnership firms/companies are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for penal and legal action including blacklisting.
16.18	If any such disqualification / rejection occurs after the Price Proposals have been opened and the lowest Bidder gets disqualified / rejected, then BEST reserves the right to: a) invite the next lowest Bidder for discussions/ negotiations on the basis of the Price Proposal submitted by such Bidder; OR b) invite fresh Price Proposals from the Bidders; OR c) take any such measure as may be deemed fit in the sole discretion of BEST, including annulment of the bidding process.
17	Unduly Influencing BEST or its employees: 1. No Bidder shall contact the BEST on any matter relating to its bid from the time of bid opening until the time the Contract is awarded. 2. If a Bidder tries to directly or indirectly influence BEST or any of its personnel related to this Tender or otherwise interfere in the bid submission and evaluation process and the Contract award decision, its bid may be rejected.
18	Right to Terminate the Process BEST may terminate the tender process at any time and without assigning any reason including on account of change in Government policies and rules. BEST makes no commitments, express or implied, that this tender process will result in a business transaction with anyone. It shall be deemed that by submitting the Bid, the Bidder agrees and releases BEST, 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.
19	All annexures mentioned in the Tender shall be uploaded in e-mode only and will not be accepted in hard copy format e.g. Schedule of Guaranteed Performance & Other Technical Particulars (i.e. Annexure-A), Price Variation Formula (i.e. Annexure-B), Schedule of Performance (i.e. Annexure-C), Certification of Minimum Annual Average Sales Turnover (MAAT) by the Chartered Accountant (i.e. Annexure-D), Schedule of Departures from Specifications (i.e. Annexure-F), Tenderers General information (i.e. Annexure-G), etc. However, only the Earnest Money Deposit in the form of Bank Guarantee i.e. the original bank guarantee has to be submitted to the Tender Control Unit, Dadar of BEST on or before Bid End Date.
20	The Bidders must upload information about their credentials as per the proforma shown in Annexure-H incorporated in the tender document.
21	The final acceptance of the Bid rests with the General Manager, BEST and does not bind himself to accept the lowest or the whole of a tender or any tender.
22	While a Bid is under process/finalization, no Bidder or its representative shall contact/ canvass with any personnel of the BEST undertaking on matters related to the tender under scrutiny/process. Canvassing in any form will disqualify the Bidder for award of the Contract and may be blacklisted.
23	In case any of the written instructions to the Bidders/special conditions of Contract appear to be in contradiction to conditions of Tender & conditions of supply, then the instructions to Bidders/special conditions of contract shall be deemed to supersede such conditions of Tender & conditions of Supply incorporated in the Tender.

SCHEDULE-III**MANDATORY TECHNICAL AND COMMERCIAL ELIGIBILITY CRITERIA**

The prospective bidders shall enclose documentary evidence in support of the Pre-qualification criteria shown below at Sr. No. 1 to 18.

1.	The tenderer (sole bidder in case of single tenderer or Lead member in case of consortium) shall have to pay EMD through E-payment gateway or to furnish Earnest Money Deposit in the form of original Bank Guarantee from any Nationalized / Scheduled Commercial Bank in the prescribed format shown in Annexure-I in the Tender Control Unit, II nd floor, MM Department, Dadar Workshop, Dadar, Mumbai - 400 012 on or before bid end date. Any member of consortium can provide the bank guarantee on behalf of Consortium). Further, the tenderer shall also upload the scanned copy of Bank Guarantee for the Earnest Money Deposit along with technical bid.
2.	<p>The eligible Bidders (sole bidder in case of single tenderer or any member in case of consortium) should have executed/undertaken operation of <u>50 Electrical / 100 CNG buses/100 HSD buses</u> in any part of India or outside India for any State Transport Undertakings /Govt. Organization during last 5 years immediately preceding the date of this Tender, The Bidders shall upload the documentary evidence in support of the same is to be provided in Annexure-A & C.</p> <p>However above operational experience clause is exempted to a bidder in case of Electric Bus Manufacturer or Aggregator is a sole bidder or lead member of a Consortium. (OEM or Aggregator are exempted from operational experience).</p> <p>The Bidder should also have a consortium with Electric Bus Manufacturer to ensure smooth and successful execution of the project. Consortium agreement with EV manufacturer to be uploaded.</p> <p>Electric Bus Manufactures should have a electric bus manufacturing facility in India/outside India.</p>
3.	<p>The Tenderer (sole Tenderer in case of single bidder or any member in case of Consortium) should have Provident Fund & ESIC Registration Certificates and should upload the same as documentary evidence, with their technical bid. Further, they must comply with all applicable Labour Laws, Legislation including Minimum Wages Act, Employees' Provident Funds and Miscellaneous Provident Act, 1952, Employees State Insurance Act 1948, The payment of Bonus Act, 1965 and Contract Labour (Regulation & Abolition) Act 1970 and shall upload self-declaration on their letterhead along with the said certificate as documentary evidence in support of the same.</p> <p>The Tenderers who have applied for Provident Fund & ESIC Registration will also be considered as 'Responsive' against this mandatory criterion provided they upload the application made to the respective authorities along with the technical bid and also agree to submit their valid registration certificates prior to award of Contract.</p> <p>Copy of GST registration, EPF registration, Shop registration certificate Etc. as may be applicable, should be submitted alongwith Technical Bid</p>
4.	The Bidders have to quote two separate rates (i) considering Subsidy under FAME-II and Maharashtra EV policy (ii) without any subsidy on 'Rs per kilometer' basis for yearly assured kilometer of 60000 kms. for complete 200 DD AC Electric buses.

5.	<p>OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one Single decker / Midi /DD Electric Bus (100% battery operated) from the designated testing center in India. i.e., CMVR type-approval of at least one model electric bus.</p> <p>In case OEM/ Operator from outside India, certificates from equivalent agency / certifying authority will be required. An undertaking to be given by lead bidder / OEM that all certificates including CMVR type approval will be submitted at the time of Prototype inspection.</p> <p>A Bidder (Sole Bidder in case of single bidder or the lead member in case of consortium) should upload testing certificates as stated above with the Technical Bid which will comply the statutory requirements as stipulated in Motor Vehicles Act, 1988 /Central Motor Vehicle Rules including the CMVR Type Approval of the Electric bus offered.</p> <p>For this purpose bidder/OEM need to submit required type approval certificate from the recognized testing agency at the time of Proto type Inspection.</p>
6	<p>You shall have to give confirmation that you are ready to provide AIS-052 Bus Body Code Type Approval of Type-I Category alongwith AIS 153 for these buses at the time of proto inspection.</p>
7	<p>BEST has applied for subsidy to the Government of India and Government of Maharashtra. Same will be passed on to the bidder subject to the conditions of approved agencies. Bidder should quote their 2 bid considering following in Annexure M.</p> <p>(i) subsidies under FAME II (Rs. 55 lakhs) and Maharashtra EV Policy (Rs. 20 lakhs)</p> <p>(ii) without any subsidy</p>
8	<p>The Bidder (Sole Bidder in case of single bidder or the lead member in case of consortium) shall upload the Schedule of Guaranteed Performance & Other Technical Particulars as shown in the prescribed format i.e. Annexure-A incorporated in the Tender document.</p>
9	<p>The Bidder (Sole Bidder in case of single bidder or the lead member in case of consortium) shall accept the BEST's Price Variation Formula shown in the Annexure-B.</p>
10	<p>The Bidder (Sole Bidder in case of single bidder or the lead member in case of consortium) shall upload Schedule of Performance as shown in the prescribed format i.e. Annexure-C incorporated in the Tender document giving details of projects of operation of buses in Hiring Contracts executed during last 5 consecutive years immediately preceding the date of this Tender to other State Transport Undertakings /Government organizations in any part of India or outside India. Certificate about satisfactory performance from the agencies to which buses were given on hiring should be attached. However this clause is exempted to a bidder in case of Electric Bus Manufacturer is a sole bidder or lead member of a Consortium.</p>
11.	<p>OEM as a Sole bidder /Consortium member /Lead member whose Minimum Average Sales Turnover (MAAT) [best of 3 years out of last 5 Financial Years – last Financial Year being 2020-21] is more than Rs. 30.00 Cr. shall quote for the Tender.</p> <p>Aggregator, A 100% subsidiary of SEBI registered alternate investment fund/VCF, as a sole or Lead member or consortium member whose Networth is more than Rs.25.00 Cr "Or" have investible fund of INR 25.00 CR shall quote for the Tender. A Chartered Accountants certificate pertains to the same as on Or prior to Bid Due Date should be considered. The 'Networth" or 'investible fund' will be considered for Annual turnover criteria.</p> <p>Operator as a Lead member or consortium member whose Minimum Average Annual Sales Turnover (MAAT) [best of 3 years out of last 5 Financial Years – last Financial Year being 2020-21] is more than Rs. 15.00 Cr. shall quote for the Tender. (For Turnover of</p>

	<p>operator, Income / revenue only from traffic operations will be considered).</p> <p>The sole bidder either alone or in the case of consortium, the lead member either alone or together should qualify this criteria of minimum collective turnover of Rs. 45 crores and in case of an Aggregator, same should read either Networth of more than Rs.25.0 Cr "Or" have investible fund of INR 25.0 Cr as on or prior to Bid Due Date.</p> <p>The proforma /manner of computation of min. turnover is given in the Annexure 'D'.</p> <p>As documentary evidence, they should upload the copy of Audited Balance Sheet and Profit & Loss Account Statement showing proof of their Minimum Average Annual Sales Turnover duly audited by their Chartered Accountants or certificate from Chartered Accountants in the prescribed format as shown in the Annexure-D incorporated in the Tender document. OEM and Operator shall have positive net worth each during for 3 years out of last 5 Financial year and the bidders shall upload the documentary evidence in support of the same.</p>
12	The Bidders (Sole Bidder in case of single bidder or the lead member in case of consortium) shall accept all Commercial Tender Conditions in TOTO.
13.	<p>If due to any reason, the Bidders find it necessary to depart from the provisions of certain section/s of the specifications of the Tender; such departures shall be clearly stated and explained giving valid reasons for the same. The Bidders shall upload the Schedule of Departures for their offer from Technical Specifications in the prescribed format shown in Annexure-F.</p> <p>If the Bidder fails to upload Schedule of Departures, it will be presumed that there are no technical deviations.</p>
14	The Bidders (Sole Bidder in case of single bidder or the lead member in case of consortium) shall upload their General Information in the prescribed format i.e. Annexure-G incorporated in the Tender document.
15.	The Bidders (Sole Bidder in case of single bidder or the lead member in case of consortium) shall upload their Credentials in the prescribed format i.e. Annexure-H, incorporated in this Tender document.
16.	<p>The tenderer (Sole Bidder in case of single bidder or Lead member in case of consortium) should agree to furnish Security Deposit-cum-Performance Guarantee for an amount equivalent to Security Deposit as per Clause No. 3 of Special Conditions of Contract, Schedule-VI in the form of Bank Guarantee as shown in the Annexure-J valid for a period of 156 months (144 months of Contract Validity Period & 12 additional months) from the date of signing of agreement.</p> <p>(Clarification for issuance of one year guarantee and roll over of the same each year upto completion of months, will be included. BG needs to be renewed 60 days prior to the expiry of the validity of the guarantee.)</p>
17.	<p>The Bidder (Sole Bidder in case of single tenderer or all members including the lead member in case of consortium) shall not be declared ineligible for any reason for a particular period of time by any Central Government/State Government / PSU / Corporation / STUs in India or elsewhere as on last date of submission of the bid.</p> <p>An undertaking from Authorized Signatory as per the prescribed format i.e. Annexure-L (undertaking of not being involved/engaged in any corrupt or fraudulent malpractices or not being black-listed with any Government or Public Sector Units in India or outside India) shall be uploaded as documentary evidence by the tenderer (Sole Bidder in case of single tenderer or all members including the lead member in case of consortium).</p>

18	<p><u>Disqualification</u></p> <p>Even if the bidder meets the guidelines as set forth in this tender document, BEST at its discretion can disqualify the Bidder if :</p> <ul style="list-style-type: none">a) The Bidder has been debarred by any state or Central Government or Government agency or has been charge sheeted by any authority / competent court in any country ; and /orb) The Bidder has made misleading or false representation in the forms , statements and attachments submitted ; and / orc) The Bidder has a record of poor performance during the last 3 year such as consistent history of litigation / arbitration award against the Bidder / and of its constituents or financial failure due to bankruptcy etc. : and /ord) Any of its key personnel have a criminal history or have been convicted by any court of law for any criminal offences.
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SCHEDULE-IV**CONDITIONS OF TENDER**

1.	DEFINITIONS:
1.1	TENDER / BID VALIDITY PERIOD: The Bid validity period is the period (from Technical Bid opening date) within which BEST is required to issue the LOA to the successful bidders, unless such term is extended by the bidder. The Bid shall remain valid for 180 days from the opening of bid.
1.2	CONTRACT VALIDITY PERIOD: The Contract Validity Period is the period from date of signing of agreement and shall be of 156 months. This Contract Validity Period will be displayed in the contract work order and it will be binding on the Successful Bidder for the execution of Contract as per the contractual terms during this entire period.
2.	ESSENCE OF THE TENDER: Time is the essence of the Tender. This tender is for Operation of Stage Carriage Services of 200 DD AC Electric Buses in the city of Mumbai and it's extended suburbs on gross cost contract (GCC) model and an agreement to be executed thereafter between BEST and the Successful Bidder for the aforesaid purpose within the time specified therein and without any extra charges or expenses to BEST other than those mentioned in the Tender/Agreement.
3.	QUOTATIONS:
3.1	Bidders should quote their rates in figures Rupees per kilometer. Specified in the e-tender by carefully punching in the appropriate field. All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).
3.2	The quoted rate should clearly indicate the following in respective cells in the excel sheet:
3.2.1	All taxes & charges necessary to effect the services for Operation of Stage Carriage Services of 200 DD AC Electric Buses ,Goods & Service Tax (GST) etc., the percentage/amount of which should be clearly indicated by Bidder in the price bid. Unless specifically mentioned, it will be presumed that quoted rate is inclusive of GST and/or other charges stated above and no variation whatsoever will be allowed subsequently.
3.2.2	If the GST is included in the basic quoted rate, then the bidder should indicate percentage of such GST (GST included in rate). If the bidder does not indicate percentage of GST included in basic quoted rate, any claim for revision in price due to subsequent change in GST for whatsoever reason will not be granted. At present GST is not applicable, In case GST is made applicable the same shall be borne by the Undertaking.
3.3	No subsequent variation in the rates quoted in the price bid will be allowed on grounds such as error, misunderstandings, etc.
3.4	PRICES:
3.4.1	Bidders shall quote 'Variable' prices as per BEST's Price Variation Formula shown in Annexure-B and submit its price bid in the format stipulated in Annexure-M.
3.4.2	At present GST is NIL. In case GST is made applicable the same shall be borne by the Undertaking if bidders have specially mentions the rates of GST.

3.5	All Bids shall be submitted through the e-tendering system and Bidders shall take utmost care while quoting rates, other charges, if any, as no subsequent revision will be allowed after the bid end date.
3.6	The Bidders shall upload/submit its tender documents by selecting the valid Digital Signature Certificate, the class of which is mentioned on website. Bids uploaded without proper Digital Signature Certificate shall not be considered.
4.	<u>EARNEST MONEY DEPOSIT:</u>
4.1.1	All the Bidders (Tenderer in case of single bidder or the lead member in case of consortium) shall have to pay Earnest Money Deposit of Rs 50 Lakhs through e-payment Gateway or in form of Bank Guarantee for such amount before bid end date, without which, their Financial bids shall not be opened. No interest will be paid on such deposits. It is hereby clarified that the Bidder (sole bidder in case of single tenderer or the lead member in case of consortium) shall upload proof of submission of Earnest Money Deposit in the form of Bank Guarantee (scanned copy of the Bank Guarantee) in the format shown in the Annexure-I alongwith the their technical Bid and submit the original bank guarantee in the Tender Control Unit, II nd Floor, Transportation Engineering Building, MM Department, Dadar Workshop, Tilak Road, Dadar, Mumbai – 400014, on or before 17 hrs. on Bid End Date.
4.1.2	<p>Earnest Money so deposited will be forfeited, if:</p> <ul style="list-style-type: none"> (a) If the Bidder withdraws the Bid before the Bid Validity Period. (b) If the Bidder fails to accept the LOA within the stipulated time period as provided herein; or (c) In case the Successful Bidder fails to sign the Agreement within the specified time limit or any extension thereof; or (d) In case the Selected Bidder, having signed the Agreement, commits any breach there for prior to the furnishing of the Security Deposit cum Performance Guarantee; or (e) If the Successful Bidder fails to furnish the Security Deposit cum Performance Guarantee within the specified time limit prescribed there for in the Agreement; or (f) If any information or document furnished by the Successful Bidder turns out to be misleading or untrue in any material respect; or (g) If the Bidder fails to comply with the Bidding Process in any manner; or (h) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified here in this RFP / Tender Document; or (i) If a Bidder has a Conflict of Interest which affects the Bidding Process; or (j) In case there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFP/Tender Document, or the Agreement. <p>In addition to above, Bidders/ Successful Bidder committing any of the aforesaid acts shall be liable for penal action including levying of penalty, debarment from participation in BEST's Tenders for a maximum period of 3 years.</p>
4.1.3	Bids received without the EMD or insufficient EMD shall be summarily rejected.

4.2	<p><u>Return of Bank Guarantee towards EMD of Tenderers:</u> The Bank Guarantee of the Successful Bidder shall be returned upon furnishing Security Deposit cum Performance Guarantee whereas those of unsuccessful bidders shall be returned on award of LOA.</p>
5.	<p>SUBMISSION/UPLOADING OF TENDERS: Bids must be uploaded by logging into the website https://mahatenders.gov.in and using proper Digital Signature Certificate.</p>
6.	<p>OPENING OF TENDERS: Bids shall be submitted through the e-tendering system well in time before the bid end date. Only Bids which are valid and fulfilling the eligibility criteria will be punctually opened by an authorized Officer of BEST on the Bid opening date and time indicated on the website. The Bidders can match their gross rates within stipulated time, with the Lowest Acceptable Offer. Matching of Rates is described in detail in Schedule VII.</p>
7.	<p>QUANTITY VARIATION CLAUSE: No quantity variation</p>
8.	<p>BIDS UNDER CONSIDERATION: Bids shall be deemed to be under consideration from the date of opening of Bids, until an official announcement of the award of Contract is made. While Bids are under consideration, the Bidders and their representatives shall refrain from contacting by any means, any personnel of BEST on matters relating to Bids under scrutiny. If necessary, clarification will be called for by BEST from any or all the Bidders in writing. Canvassing in any form will disqualify the Bidder/s.</p>
9.	<p>CORRUPT & FRAUDULENT PRACTICES: The Bidder/Successful Bidder and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Tender process and subsequent to the issue of the Tender and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the Tender, BEST may reject a Bid, withdraw the Tender terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Successful Bidder, as the case may be, if it determines that the Bidder or Successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Tender Process. In such an event, BEST shall be entitled to forfeit and appropriate the EMD and / or Security Deposit cum Performance Guarantee, as the case may be, as damages, without prejudice to any other right or remedy that may be available to BEST under this Tender Document and/or the Agreement, or otherwise. Without prejudice to the rights of BEST under clause herein above and the rights and remedies which the BEST may have under the Tender or the Agreement, or otherwise if a Bidder or Successful Bidder, as the case may be, is found by BEST 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 Tender Process, or after the issue of the Tender or the execution of the Agreement, such Bidder/ Successful Bidder shall not be eligible to participate in any Tender during a period of 2 (two) years from the date such Successful Bidder, as the case may be, is found by the BEST to have directly or indirectly or</p>

	<p>through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:</p>
i)	<p>"Corrupt practice" means (a) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Tender process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BEST who is or been associated in any manner, directly or indirectly, with the Tender process or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BEST, shall be deemed to constitute influencing the actions of a person connected with the Tender Process). Or</p>
ii)	<p>Engaging in any manner whatsoever, whether during the Tender process, after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Tender or Agreement, who at any time has been or is a legal, financial or technical adviser of the BEST in relation to any matter concerning the Project.</p>
iii)	<p>"Fraudulent Practice" means a misrepresentation or omission of facts by the Bidder or suppression of facts or disclosure of incomplete facts, in order to influence the Tender process.</p>
iv)	<p>"Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or properly to influence any Bidder's participation or action in the Tender process.</p>
v)	<p>"Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by BEST with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Tender Process, or (ii) having a Conflict of Interest, and</p>
vi)	<p>"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 Tender Process.</p>
10	<p>Language: The Bid and all related correspondence and documents shall be written in the English language. The Supporting documents and printed literature furnished by the Bidder with the Bid, shall also be in English and duly stamped. In the event of a foreign Bidder the same shall be legalized by the Indian Embassy in the respective country of the Bidder.</p>
11	<p>Late Bids: Any Bid received by BEST after the Bid Due Date will be summarily rejected and returned unopened to the Bidder.</p>
12	<p>DISCRETION OF BEST: BEST reserves to itself the right to disregard or reject any Bids not conforming to any of the conditions mentioned in the Tender.</p>

SCHEDULE-V**CONDITIONS OF OPERATION OF STAGE CARRIAGE SERVICES.**

1.	SCOPE OF CONTRACT: The Successful Bidder shall, during the period of the Contract provide the Buses and the Bus Services in respect of which its Bid has been accepted, from the locations of parking spaces (plots, bus depots or Bus stations) at Mumbai as specified by BEST at the price accepted by BEST thereof and in such quantities and subject to such conditions as mentioned.
2.	QUALITIES OF BUSES: All Buses owned and services rendered shall be in strict accordance with the specifications laid down in this Tender, with specific reference to Schedule VI and Schedule IX. The Buses should conform to the description and quality as listed in Schedule IX, Section 2 and shall be subject to the satisfaction of the General Manager BEST or his authorized representative. BEST reserves the right to reject the Buses as provided by the Successful Bidder if they do not match the specifications as stated herein. In such a case, the Successful Bidder will have to provide a satisfactory replacement / change for the same at no extra cost to BEST.
3.	DELIVERY OF BUSES:
3.1	The Successful Bidder shall deliver the buses at the depot/workshop with Ok condition in all the respect as informed by the BEST within (15) days after final inspection of the buses and in the event of any loss, damage, breakage to the Buses during transit or due to any reason whatsoever, the Successful Bidder shall be liable to get the same repaired or replaced at its own cost and risk. All transit insurance etc. of the Buses shall be taken by the Successful Bidder at its own cost. Delivery of the Buses shall not be considered as complete unless and until they have been inspected and passed (at the BEST designated site) as conforming to the requirements of the Tender/Agreement by BEST. No Buses shall be delivered at the bus depots on Saturdays, Sundays, or Public Holidays, without the previous written permission of the BEST. The delivery schedule of the buses is as given in the Clause No. 1 – (ii) of, Schedule VI.
3.2	The Successful Bidder shall supply the Buses strictly as per delivery schedule stipulated in Contract work order. In order to avoid delay in acceptance of the Buses, the Successful Bidder shall ensure that the description and/or specifications of the Buses and quantities are as per RFP. The rates and taxes shall be correctly mentioned in the challans and the invoices exactly as indicated in the Contract Work Order On the acceptance of the Buses as satisfactory, the concerned officer of the Materials Management Department will issue to the Successful Bidder a copy of the Stores Received Note (SRN), for its record regarding date of acceptance.
4.	PROTOTYPE INSPECTION: The Successful Bidder shall offer a Prototype bus for final inspection at their Works within 90 days from LOA
5.	FAILURE TO SUPPLY:
5.1	On the Successful Bidder failing to deliver the Buses as per the delivery schedule, mentioned herein and in the Contract Work Order the Assistant General Manager

	(Materials) or his Authorized Representative shall be at liberty, without further reference to the Successful Bidder, to recover from it, Liquidated Damages of Rs. 2000/- per bus per day of delay up to the date of supply of Buses to BEST, at the bus depot designated by BEST, subject to a cap of Rs. 20000/- per bus.
5.2	In case the successful bidder does not supply the required quantity of buses in the manner as mentioned herein and in the Contract Work Order BEST reserves the right to take appropriate action in this regard to ensure that public transport services in the city and suburbs is not affected, including termination of the Agreement after issue of 30 days' notice for remedying the breach.
5.3	<p>5.3 Assignment and Charges</p> <p>5.3.1 Restrictions on assignment and charges</p> <p>5.3.1.1 Subject to Clause 5.3.2, the Agreement shall not be assigned by the Successful Bidder to any person, save and except with the prior consent in writing of BEST, which consent BEST shall be entitled to decline without assigning any reason.</p> <p>5.3.1.2 Subject to the provisions of Clause 5.3.2, the Successful Bidder shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Successful Bidder is a party except with prior consent in writing of BEST, which consent BEST shall be entitled to decline without assigning any reason.</p> <p>5.3.2 Permitted assignment and charges</p> <p>The restraints set forth in Clause 5.3.1 shall not apply to:</p> <p>(a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Successful Bidder;</p> <p>(b) mortgages/pledges/hypothecation of goods/assets, and their related documents of title, arising or created in the ordinary course of business of the Successful Bidder, and as security only for indebtedness to the Senior Lenders under the Financing Agreements;</p> <p>(c) assignment of rights, interest and obligations of the Operator to or in favour of the Lenders' Representative as nominee and for the benefit the Senior Lenders, to the extent covered by an in accordance with the Substitution Agreement as security for financing provided by the Senior Lenders under the Financing Agreements; and</p> <p>(d) liens or encumbrances required by any Applicable Law.</p> <p>5.3.3 Substitution Agreement</p> <p>5.3.3.1 The Lenders' Representative, on behalf of Senior Lenders, may exercise the right to substitute the Operator pursuant to the agreement for substitution of the Successful Bidder(the "Substitution Agreement") to be entered into amongst the Operator, the Authority and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth in Annexure -W.</p> <p>5.3.3.2 Upon substitution of the Operator under and in accordance with the Substitution Agreement, the Nominated Company substituting the Successful Bidder shall be deemed to be the Operator under this Agreement and shall enjoy all rights and be responsible for all obligations of the Successful Bidder under the Agreement as if it were the Operator; provided that where the Operator is in breach of this Agreement on the date of such substitution, the Authority shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Operator for curing such breach.</p>

	<p>5.3.4 Assignment by BEST Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Successful Bidder, assign and/ or transfer any of its rights and benefits and/or obligations under the Agreement to an assignee who is, in the reasonable opinion of BEST, capable of fulfilling all of the BEST's then outstanding obligations under the Agreement.</p> <p>5.3.5 Notwithstanding anything contained in the Agreement, no Encumbrances (of whatsoever nature) shall be created over the assets of BEST (including depots). Further, upon termination in accordance with this Agreement, all Encumbrances (of whatsoever nature) shall be released simultaneously on the Buses and other relevant infrastructure and applicable permits.</p>
5.4	The Successful Bidder shall also be liable for debarment from participating in any Tender of BEST for 3 years in case of failure to supply for all procurements and its bad performance shall be recorded. However, if the defaulting Successful Bidder is also involved in Fraud/Malpractices and has also incurred heavy losses to BEST, the Successful Bidder will be blacklisted permanently and in addition to this, legal action if required shall be initiated for recovery of the monetary losses to BEST. Besides, no procurement shall be made from the Successful Bidder debarred as well as from their other contractors /affiliates.
5.5	The above term shall be the essence of this Tender and acceptance thereof.
6.	ACCEPTANCE OF BUSES:
6.1	All Buses brought by the Successful Bidder under this Tender/Contract will be subject to the written approval of BEST. Acceptance of buses will be only after inspection as well as integration of ITMS with Undertaking's ITMS. If the Buses are not as per the approved specifications as mentioned herein, then BEST shall be entitled to reject the same for such non-conformity and BEST's decision in respect of such rejection will be final. Reasons of rejection of the bus will be communicated to the Successful Bidder.
6.2	The Assistant General Manager (Materials) of BEST or his authorized representative shall not accept Buses which in part or whole do not correspond exactly with the approved and accepted specifications as mentioned herein and the Successful Bidder shall have to provide the Buses as per the required specifications.
7.	SUBMISSION & PAYMENT OF BILLS: Please refer Schedule-VI, item no. 11.
8.	REMOVAL OF BUSES: The Successful Bidder shall have to remove the Buses from the bus depot/parking space of BEST, which do not conform to the specifications as stated herein within 15 days from the date of intimation of rejection of Buses by BEST. The 15 days time period will be from the date of which final decision of BEST is conveyed in writing in respect of the said Buses. (If certain modification that can be done on site, removal shall not be mandatory). If the Successful Bidder fails to remove the Buses within the period stipulated above, BEST shall have right to dispose off the Buses in the manner as deemed fit without any further reference in the matter and thereafter, no claims, whatsoever from the Successful Bidder shall be entertained by BEST .

9	<p>DAMAGE TO BEST'S PREMISES/PROPERTY CAUSED BY THE SUCCESSFUL BIDDER, ITS EMPLOYEES, OR ANY PERSON ACTING FOR IT:</p> <p>Any damage caused by the Successful Bidder, its employees, or any person acting for it , to the premises or property of BEST in the performance of the Contract, shall be made good by the Successful Bidder. In the event of the Successful Bidder failing to make good the damages within the time specified by the Assistant General Manager (Materials) of BEST or his authorized representative, BEST shall be at liberty to get the damage repaired/rectified itself or through any other third party, at the cost and risk thereof of the Successful Bidder together with such supervision/overhead charges (@ of 10% of the actual cost) as BEST may deem fit out of any money that may be due to the Successful Bidder .</p>
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SCHEDULE-VI**SPECIAL CONDITIONS OF CONTRACT**

1.	SCOPE OF CONTRACT:
	<p>The Brihanmumbai Electric Supply & Transport Undertaking (BEST) is a local authority, engaged in the service activity of Public Passenger Transport (covering the areas in the city of Mumbai and its extended suburbs as well as to the neighboring corporations of Navi Mumbai, Thane & Mira-Bhayandar) and Distribution of Electricity within the island city of Mumbai. BEST operates one of India's largest fleet of buses for city operation. The aforesaid tender for Electric Buses is a means to reduce the pollution, operational cost and extend an efficient public transport to citizens. BEST is one of the leading State Transport Undertaking (STU) bodies in adopting new technology in the field of transport and to introduce electric buses in India.</p> <p>BEST is inviting bids for 200 No.s of DD AC Electric buses in Mumbai city and for certain operation and maintenance services herein on OPEX Model. The Successful Bidder has to procure, maintain & operate these buses on the routes selected by BEST. Scope of the Successful Bidder broadly includes the following:</p> <ol style="list-style-type: none"> 1. Procure buses, maintenance of Buses and provide driver for operation. 2. Develop Charging infrastructure and maintain it. 3. To bear the cost of electricity used for charging of Buses. <p>A) The Bidder has to bear the entire initial cost of the Bus. BEST has submitted a proposal to Department of Heavy Industries (DHI) for incentive / subsidy for operation of 200 DD Electric Buses by way of wet leasing. As per Maharashtra EV-policy 2021, Maharashtra state has also announced incentive/ assistance for Electric buses and charging stations.</p> <p>B) Ownership of buses is not required to be in the name of STU.</p> <p>C) Successful Bidder has to enter into agreement with BEST for execution of this contract.</p> <p>D) Applicable incentive amount will be released to STU by DHI and Maharashtra state for further payment to the selected bidder on the strength of Bank Guarantee of equivalent amount for five year period. Successful Bidder shall submit Bank Guarantee of the amount equals to incentive transferred to the Successful Bidder (phase wise). Successful Bidder shall submit Bank Guarantee (in the format acceptable to BEST and from a nationalized bank in India) of the amount equals to incentive transferred will be reduced by 20 % per annum basis for five years. (Bank guarantee equivalent to Subsidy/incentive is required. Bank Guarantee will be allowed on yearly basis subject to renewal of bank guarantee well in advance (60 days). If not renewed, then earlier Bank guarantee will be encashed.) The Amount of Bank guarantee to be submitted would be increased in line with the proportion of subsidy transferred. The amount of Bank Guarantee (in the relevant proportion/percentage) is to be submitted 7 (seven) days before release of the subsidy to the Successful Bidder. BEST shall notify the Successful Bidder of the same. It is hereby clarified that in the event that the agreement/contract is terminated before completing the contract period of 5</p>

	<p>years i.e. 5 calendar years/60 calendar months BEST shall be entitled to encash the bank guarantee as per the following formula:</p> $\frac{\text{(Amount of subsidy transferred by the BEST} \times \text{No. of months balance to complete 5 years)}}{60}$ <p>The transfer of incentive shall be subject at all times upon the receipt of the same by BEST from the said Department of Heavy Industries (DHI) as well as from Govt. of Maharashtra and may be subject to performance of the Successful Bidder under the Contract. Notwithstanding the above, transfer of the subsidy shall not amount to waiver by BEST or would absolve the Successful Bidder or its obligations under the contract.</p> <p>The Bidders have to quote the rates on 'Rs per km.' basis for monthly guaranteed kms. for following various operating range.</p> <table border="1" data-bbox="446 695 1490 913"> <thead> <tr> <th data-bbox="446 695 841 800">Type of Electric bus</th> <th data-bbox="841 695 979 800">No of buses</th> <th data-bbox="979 695 1154 800">Yearly assured km</th> <th data-bbox="1154 695 1490 800">Rates (in Rupees / Kilometer)</th> </tr> </thead> <tbody> <tr> <td data-bbox="446 800 841 913">Double Decker AC Electric buses</td> <td data-bbox="841 800 979 913">200</td> <td data-bbox="979 800 1154 913">60000</td> <td data-bbox="1154 800 1490 913">Please refer Schedule of Prices (i.e. Annexure-M)</td> </tr> </tbody> </table>	Type of Electric bus	No of buses	Yearly assured km	Rates (in Rupees / Kilometer)	Double Decker AC Electric buses	200	60000	Please refer Schedule of Prices (i.e. Annexure-M)
Type of Electric bus	No of buses	Yearly assured km	Rates (in Rupees / Kilometer)						
Double Decker AC Electric buses	200	60000	Please refer Schedule of Prices (i.e. Annexure-M)						
ii)	<p>Delivery of buses:</p> <p>After award of LOA (Letter of Acceptance) by BEST the Successful Bidder shall:</p> <ul style="list-style-type: none"> i) 25% of the buses should be delivered within 12 months of date of issue of LOA, ii) Balance 75% buses should be delivered within 18 months of date of issue of LOA. <p>The LOA will specify the depot where the Buses are to be delivered and the same shall be subject to inspection & acceptance of BEST.</p>								
iii)	<p>Operating range of the Electric buses offered should be as below :-</p> <table border="1" data-bbox="435 1220 1446 1451"> <thead> <tr> <th data-bbox="435 1220 1198 1262">Operating range in single charge</th> <th data-bbox="1198 1220 1446 1262">Charging time</th> </tr> </thead> <tbody> <tr> <td data-bbox="435 1262 1198 1451">Double Decker (DD) AC Electric Buses</td> <td data-bbox="1198 1262 1446 1451">3-4 hrs in night (1 hour opportunity charge in day)</td> </tr> </tbody> </table> <p>Presently the DD buses operate for around an average of 160-180 kms. per day (mostly uninterrupted). Keeping the above in mind, the EV manufacturers have to provide vehicles which can run 120 km. in single charge (80 % SOC) for DD AC Electric Buses in actual conditions for the relevant GVW with Air Conditioning. The Operating schedule shall be provided by BEST and the successful bidder has to ensure the uninterrupted operation of the schedules through adequate spare buses.</p> <p>In case the successful bidder is unable to maintain uninterrupted operation of schedules for want of charging, then BEST shall take suitable action by levying additional penalty by non-payment towards assured kms for that entire day per instance and if the instance keep on recurring for a long period of time then the BEST may resort to even termination of Contract</p>	Operating range in single charge	Charging time	Double Decker (DD) AC Electric Buses	3-4 hrs in night (1 hour opportunity charge in day)				
Operating range in single charge	Charging time								
Double Decker (DD) AC Electric Buses	3-4 hrs in night (1 hour opportunity charge in day)								
iv)	<p>The contractual period :</p> <p>The contract for Operation of Stage Carriage Services for public transport of</p>								

	<p>200 DD AC Electric buses (with Driver) in the city of Mumbai & its extended Suburbs on Gross Cost Contract (GCC) model will be operative for a period of 12 years from the date of commencement of commercial operations, with a provision of refurbishing the buses in any case after 6 years of service on road, at the cost of the Successful Bidder. The successful Bidder shall be responsible for refurbishment of buses in showroom condition/ as per BEST's requirement. with completion of all missing components, proper working of major aggregates / assemblies / sub assemblies, replacement of damaged body panels, replacement of cushions of passenger seats, flooring, structural members etc. after completion of 6 years from date of commencement of commercial operations, However the said refurbishment of buses is required to completed within a window of 1 year i.e. before completion of seventh year from date of commencement of commercial operations. The technical team will inspect the bus before put in service after refurbishment. If the bus is not refurbished in show room condition, bus will not be permitted to put into service again. (During refurbishment period, curtailment of operation schedule by 5% is allowed)</p>
v)	<p>Registration under Motor Transport Act :</p> <p>The Successful Bidder should have/procure a valid Registration Certificate (RC) of the buses which are the subject matter of this Tender document under Central Motor Vehicle Rules, 1989 as applicable for the area of operation, at its own cost.</p> <p>The Successful Bidder should renew the fitness certificate of the buses as per provisions of Motor Vehicles Act, 1988 (MV ACT) and submit related documents for verification to Registration Section of BEST at their Dadar Workshop-</p>
2.	SCOPE OF WORK:
2.1	<p>The Successful Bidder shall procure only new Buses, which were not put into commercial/or any use earlier (New buses means the Buses newly built on the brand new chassis procured for this Tender). The Buses offered by the Successful Bidder shall have registration done before starting of operation of the respective bus. Further, the Buses to be procured by the Successful Bidder shall have valid Type Approval from the competent authorities notified under Central Motor Vehicle Rules, 1989, applicable at the time of delivery of Buses and area of operation. The buses shall have Regional Transport Office Nos. and BEST Nos. painted as per the BEST's requirement and shall be as per the specifications and standard colour scheme, wheel base, seating capacity and seating pattern prescribed by BEST (as given in Section 2 of Schedule IX).</p>
2.2	<p>The Successful Bidder shall install necessary infrastructure including charging infrastructure for maintenance of buses in the space allocated to the Successful Bidder for parking and maintenance of Buses. A separate energy meter for requirement of electricity should be installed by the Successful Bidder and Successful Bidder should pay electricity charges as and when they fall due on or before the due date. The maintenance of the infrastructure shall be carried out by the Successful Bidder.</p> <p>Bidder should develop charging infrastructure with sufficient no. of chargers (not more than 30 % of the allocated buses) in the parking depot area/terminus allocated to him. Entire cost of Charging infrastructure including cost of charging equipments, required necessary transformers and other civil cost of installation of charging infrastructure to be borne by the tenderer.</p>

	Charging station shall be installed and maintained by the Successful Bidder who shall also bear the electricity charges. However, the cost of setting of upstream infrastructure i.e. electrical connection of requisite power load will be borne by the power distribution company. If power distribution company is not ready to bear this cost , in that case BEST will bear this cost.
2.3	The Successful Bidder shall throughout the Total Contract Period or any extended period :
2.3.1	Procure the Buses as per the specifications provided by the BEST and provide the required infrastructure for maintenance of these buses in the respective plots, part of depot, termini and in certain other locations allocated by BEST;
2.3.2	Operate the Buses in compliance with terms contained herein including routes, frequency and schedules as may be specified by BEST from time to time in writing as per the Fleet Deployment Plan.
2.3.3	provide duly licensed drivers to ensure the continued and uninterrupted Bus services in accordance with the terms contained herein and as per Applicable Laws;
2.3.4	Ensure that all drivers, staff and personnel (whether appointed/employed on a permanent or temporary basis) are provided the required training on driving, safety, behavior and hygiene aspects; at its own cost and expenses procure and maintain all applicable clearances for the purposes of providing bus services as per the terms of this Agreement; (This clause is in respect of training, safety, behavioral aspects of drivers etc. Operator can hire drivers or Admn. Staff on contractual basis)
2.3.5	Maintain the Buses in good conditions in accordance with good industry practices and operation and maintenance requirements set forth in the Agreement; Ensure that safety and security of passengers and any third person on or in the Bus is maintained at all times.
2.3.6	i) Bear all taxes as may be levied under Applicable Laws in relation to the Bus Services, except those taxes which are the responsibility of the BEST as per the terms of the Agreement. ii) Subject to prior written approval of the BEST, develop and establish a facility for the purposes of maintenance of the Bus at its own cost and expense, and staff it with trained professionals for the purposes of maintenance of Bus.
2.3.7	Ensure any equipment installed by BEST on the Buses or within the parking space/plot including any monitoring device is not tampered with in any manner; and that BEST and its authorized personnel are allowed to inspect the equipment installed on the Buses and the parking space/plot at any time without any notice in this regard.
2.3.8	The Successful Bidder/ Bidders shall make the Buses available under agreement as mentioned in Schedule I and as per the time schedule mentioned above, ensuring that the necessary manpower and supporting maintenance infrastructure are in place for smooth operation of the Buses.
2.3.9	Adverse operating conditions except Force Majeure (as defined herein) shall not affect contractual obligations and parameters of performance under the Agreement. Wear and tear of the Bus due to bad road conditions, rains, flooding of roads, heavy traffic etc. shall not be considered an adequate defense on the part of the Successful Bidder for not fulfilling its contractual obligations as per the Agreement;
2.3.10	Ensure that all Applicable Laws including but not limited to the Minimum Wages Act, 1948, Child Labour (Prohibition and Regulation) Act, 1986, are complied with in

	relation to appointment, hire, recruitment, of any personnel (whether on temporary, contractual or permanent basis) required in relation to the operation and maintenance of Bus Service;
2.3.11	Submit regular monthly reports to BEST in the stipulated format and as may be instructed by BEST from time to time and carry out all activities necessary for the effective implementation of the provisions of this Agreement.
2.3.12	The Successful Bidder shall not assign or sublet the contract or create any third party interest in or under or any part thereof, except for Senior Lenders.
2.3.13	The Successful Bidder shall ensure the prescribed BEST Monogram is painted/affixed on both the sides of the Buses. The Successful Bidder shall not paint any other matter on the bus except the advertisements permitted by BEST. The drawing of the BEST monogram will be provided by BEST prior to commencement of painting of the Buses.
2.3.14	ITS: A) The successful bidder shall mount ITS equipment on their buses as per specifications given in Technical specifications and ensure the compatibility with existing ITS system of the Undertaking so as to enable the smooth integration. Successful bidder shall integrate their ITS on bus with ITS system of the Undertaking so as to have following: i) Vehicle tracking of buses at the Undertaking's Command Control Centre. ii) Route & destinations' name and stops name list to be added into ITS on bus through ITS system of the Undertaking. iii) As regards panic button system of ITS component of bus, this shall be integrated by bidder with systems of Government Dept. e.g. Police Control Room/Fire Brigade, Disaster Control etc. whenever their systems will be in operation. B) Successful bidder shall allow BEST for necessary modification for installation of Automatic fare collection/validating machine on buses.
2.3.15	Lost Property: In case of no conductor on a bus, Driver of the bus should deposit the any "Lost Property" found in Bus, to the Bus Starter.
3.	SECURITY DEPOSIT CUM-PERFORMANCE GUARANTEE
3.1	As security for the due fulfillment of the terms of this the Contract, the Successful Bidder shall deposit, an amount of Rs. 50,000/- (Fifty Thousand only) per bus, with the BEST within 30 days from the date of issue of Letter Of Acceptance (LOA) from the Undertaking BEST. The Successful Bidder shall deposit the amount of Security Deposit cum Performance Guarantee fully in Cash or Demand Draft or bank guarantee free of interest in favor of BEST, within the stipulated time as per the format stipulated in Annexure-J. Successful Bidder shall maintain a valid and binding Performance Security for the entire Contract Validity Period of 144 months and an additional period of 12 months (156 months) in the format as stipulated in Annexure-J. (Full amount of Performance guarantee is required for complete contractual period. However, the successful bidder will be allowed for the same on yearly basis subject to renewal of bank guarantee well in advance (60 days). If not renewed, then earlier Bank guarantee will be encashed.)

3.2	In the event of the Successful Bidder failing to pay such Security Deposit-cum-Performance Guarantee or failing to execute the Contract as per delivery schedule, the EMD shall be forfeited in full. BEST shall in such an event, have full discretion to cancel the contract awarded to the Successful Bidder.
3.3	On payment of requisite Security Deposit-cum-Performance Guarantee on or before the date of signing of the Agreement, EMD will be refunded to the Successful Bidder through payment gateway (e-payment).
3.4	The Security Deposit cum Performance Guarantee shall remain in force and effect during the Contract Period of 144 months plus an additional period of 12 months, and shall returned to the Successful Bidder upon Termination of this Agreement, without any interest, subject to any deductions which may be made by BEST in respect of any outstanding dues under the terms of this Agreement.
3.5	Upon occurrence of an event of default or failure to meet any Condition Precedent by the Successful Bidder, BEST shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to en-cash and appropriate from the Security Deposit cum Performance Guarantee the amounts due to it for and in respect of such event of default or for failure to meet any Condition Precedent. Upon such encashment and appropriation from the Security Deposit cum Performance Guarantee, the Successful Bidder shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Security Deposit cum Performance Guarantee, and in case of appropriation of the entire Security Deposit cum Performance Guarantee provide a fresh Security Deposit cum Performance Guarantee, as the case may be, and the Successful Bidder shall, within the time so granted, replenish or furnish fresh Security Deposit cum Performance Guarantee as aforesaid, failing which BEST shall be entitled to terminate the Agreement.
3.6	On successful execution of the contract, the Bank Guarantee in lieu of Security Deposit-cum-Performance Guarantee will be returned to the operator. Amounts due to it shall be refunded without any interest, subject to any deductions which may be made by the Undertaking in respect of any outstanding dues under the terms of the Agreement.
4.	OWNERSHIP OF BUS
4.1	The ownership of the Buses shall be with the Successful Bidder during the period of the Agreement and thereafter as well.
4.2	All the Buses shall be registered in the name of the Successful Bidder.
5.	HANDOVER OF PARKING SPACE AND BUS DEPOT BY BEST
5.1	For the purposes of maintenance, cleaning and parking of Buses, BEST shall provide parking space / plots adjacent to depots / part of the plots inside depots / termini (as BEST may deem fit for the purpose of the Agreement) on the charges as mentioned herein below at 5.7 Sr. 2. It is hereby clarified that the Successful Bidder shall only have a limited right of way and right to use the parking space/plots/termini, in the manner stipulated by BEST.
5.2	The Successful Bidder shall at his own cost and expenses bring any such moveable equipment and/or machinery and appoint skilled personnel and supervisor for regular upkeep, maintenance, cleaning and safekeeping of the Bus in accordance with the

	terms contained herein.
5.3	Notwithstanding the foregoing, the Successful Bidder shall be obligated to allow the buses of BEST, as may be identified by BEST from time to time, to share infrastructure provided by BEST, if any. If any facility which was already created by BEST and which falls in the allocated parking space, the operator shall allow BEST to use it.
5.4	<ol style="list-style-type: none"> 1) It is hereby clarified that the ownership of the parking space / plots adjacent to depots / part of the plots inside depots / termini plots shall remain vested solely with BEST at all times. 2) The Successful Bidder shall only be provided the limited right of way and right to use the plot, parking spaces and/or termini and on termination/completion of contract, the Successful Bidder shall vacate and hand back such plot, parking spaces and/or termini as per the terms contained herein. 3) Any immovable infrastructure which is constructed by the Successful Bidder on the plots allocated by BEST, the successful bidder shall not remove the same unless otherwise directed / required and advised in writing by BEST to remove such infrastructure. Further the Successful Bidder shall forthwith on termination/ completion of contract remove its employees from the said plot, parking spaces and/or termini. 4) The Successful Bidder shall allow free access to authorized representatives of BEST to the parking space/ plots adjacent to depots / part of the plots inside depots / termini at all times for the authorized representatives of BEST to inspect the same, and to investigate any matter within their authority, and upon reasonable notice, the Successful Bidder shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.
5.5	The Successful Bidder shall not have any right to display advertisement in the plots, parking spaces and/or Termini or any part thereof.
5.6	The Successful Bidder shall:
5.6.1	At its own cost and expense maintain the area of the parking space/ plots adjacent to depots / part of the plots inside depots / termini provided to it under the terms of the Agreement and the terms contained therein in good working condition;
5.6.2	Not cause any damage in the area of the plots, parking space and termini provided to it under the terms of the agreement and the terms contained herein or do any act which will in any way be prejudicial to the rights of BEST Undertaking or other users/occupants of the same.
5.6.3	The Successful Bidder shall not sublicense or sublet the whole or any part of parking space/ plots adjacent to depots / termini as handed over by BEST.
5.7	Parking of buses:
	<ol style="list-style-type: none"> 1) BEST will provide parking facilities for the Successful Bidder on following terms and conditions. 2) The Successful Bidder shall be required to park all the respective buses at their own risk on BEST's allotted plot as given herein. <p>The following depot infrastructure will be provided by the BEST Undertaking (A) Open parking space for parking of the buses and Space of installation of charger and charging infrastructure at Rs. 1/- per bus per annum + taxes (GST and property tax) at depot / terminus</p>

(B) Covered / Utility space with/without infrastructure of BEST at Rs. 1/- per sq. feet per month + taxes (GST and property tax)

1. Upto 2 nos. Pits if available at allocated depot.
2. Washing shed for cleaning & washing of buses at the depot sites (2 bus area) (on sharing basis) if available.
3. 1 no. Chassis washing ramp (on sharing basis) if available.
4. 1 no. repair bay if available

(C) For lavatory/toilets Rs.1/-per depot per month + taxes (GST and property tax) + day to day cleaning

The charges with depot infrastructure mentioned in Annexure S are as given below:

If the operator requires additional space other than the already covered in Annexure S, BEST Undertaking will evaluate the demand if found genuine, Undertaking may allocate the additional space at following rate:

For Covered space with/without infrastructure of BEST: Rs. 10/- per sq. feet per month + taxes (GST and property tax)

For open space with civil infrastructure/ machinery/ equipment for Rs.2/- per sq. feet per month + taxes (GST and property tax)

It is prerogative of BEST to allocate additional space.

- 3) Only those Buses that have been accepted by BEST herein for the purpose of the Project shall be allowed to be parked on the aforesaid areas.
- 4) It shall also be the responsibility of the Successful Bidder to demarcate suitable parking lots for the Buses as it may require herein and any differences/disputes thereof shall be sorted out by the Successful Bidder and BEST in such a way so as not to cause any disturbance or interference with the Bus operation of the BEST.
- 5) The Successful Bidder shall also be responsible for proper, peaceful and clean up keep of the parking yard and also for the periodic maintenance of the yard surface as allotted to it and shall ensure that adjoining areas are not littered by it or its employees.
- 6) Buses shall be cleaned and washed outside daily before putting into operation so as to run them in spick and span condition and as per the requirement of Schedule XII. For the purpose, it shall be the responsibility of the Successful Bidder to provide a suitable water storage tank, washing pad with water pump, if required, at a predetermined location in the yard/ parking spaces. The Buses shall be washed at this pre-determined location in the parking spaces and the Successful Bidder shall also be responsible for maintaining smooth and proper drainage system to drain out waste water effectively as per provision of Environment Protection Act, 1986. All approvals/NOC's required for provision of washing facility shall have to be obtained as per the Environment Protection Act, 1986 and deposits/charges if any for the same should be entirely borne by the Successful Bidder.
- 7) The necessary appliances/accessories and kit for washing of buses shall also be provided and maintained by the Successful Bidder at their own cost and independent Electric Energy Meter for all electrical equipment such as the pressure pump of the water storage tank shall also be arranged by the Successful Bidder and the expenditure thereof and on the energy bills shall be

borne by the Successful Bidder.

- 8) For washing of buses, the BEST whenever possible may provide water for which the Successful Bidder shall bear the water bills. BEST will make efforts to get adequate water from MCGM. In case if there is a water shortage and it is not possible for BEST to provide sufficient quantity of water for the purpose, it shall be the responsibility of the Successful Bidder to arrange for water at his own cost.
- 9) BEST may provide suitable lighting on the high mast installed in the depot, parking Space and Termini for which the Successful Bidder shall bear the cost of energy bills which will be calculated on the basis of consumption towards the lanterns focused on this yard only. The Successful Bidder will pay an initial deposit that will be refunded to them after applicable deductions of the Contract. Any subsequent enhancement in the deposit, which is to be made from time to time, shall be borne by the Successful Bidder.
- 10) The Successful Bidder will have to arrange for separate electrical connection / meter and will have to pay the charges towards obtaining new connection and energy consumption.
- 11) The Successful Bidder shall carry out repair maintenance activities of the Buses therein and it shall be the responsibility of the Successful Bidder for the proper, peaceful and clean upkeep of the shed and its electrical fixtures and also for its periodic maintenance with regard to its repairs, painting if required, etc.
- 12) Water connection with separate meter will be provided by BEST subject to availability and the successful bidder has to bear the water charges.
- 13) It shall also be the responsibility of the Successful Bidder to provide air compressor and electrical service for it at its own cost with suitable air tapping points for inflating bus tyres.
- 14) The space allocated is to be exclusively used for parking and maintenance Buses only, which are the subject matter of the Tender/Agreement.
- 15) It shall be the responsibility of the Successful Bidder to make its own security arrangement for the Buses parked on the said yard. Further, access to the yard and shed shall be made available to the employees and security officers of BEST for inspection at any time without prior notice. The bidder shall maintain a log book wherein all such visits including the visits of Security staff and officers shall be recorded.
- 16) With prior approval of Civil Engineering Department of BEST, the infrastructure such as offices, rest rooms, toilet facilities, bus washing pads, pits etc. shall have to be arranged by the Successful Bidder themselves in the allocated plot by using the porta cabins, portable toilets, column lifts etc.
- 17) The allotted parking area should be exclusively used for Buses in operation. If any old or non- operatable vehicle/Bus is parked for more than 15 days from the date of its non-operation, the Successful Bidder should be called to remove the said vehicles from the parking area, if same is not removed immediately. Otherwise charges will be levied as per BEST's norms on such vehicles and BEST shall be entitled to dispose the same after expiry of aforesaid period of 15 days.
- 18) If the Contract is terminated for any reason, the Buses shall not be allowed for parking on the said plot, after termination.

	<p>19) On completion of contract period, it shall be responsibility of the Successful Bidder to hand over peaceful, clean and vacant possession of the yard and shed to BEST.</p> <p>20) If the Contract is terminated for any reason except on completion of contract period, any immovable infrastructure which is constructed by the Successful Bidder at the plots, successful bidder should not remove the same (without damage to the plot) and handover the plot in original condition.</p>
6.	INSPECTION AND TESTING OF BUSES BY BEST -
6.1	<p>The Successful Bidder shall make available the Buses for inspection in accordance with the direction of the General Manager, BEST (hereinafter referred to as the "General Manager") or any other officer authorized by the General Manager, not only at the time of engagement under the subsequent contract/agreement, but also as and when required during the tenure of such contract/agreement.</p> <p>BEST before accepting each lot of Buses as procured by the Successful Bidder, shall visit inspect and test the said lot, with reference to the specifications specified by BEST in this Tender. The Successful Bidder will dispatch the Buses to the depots of BEST only after the said inspection, testing and written acceptance by BEST.</p>
6.2	<p>The Successful Bidder shall produce the Buses procured before the committee constituted by BEST for inspection in respect of conditions, color and body specifications of the buses 10 days prior to the commencement of Contract. The Successful Bidder shall provide the assistance necessary to this Committee to perform the inspection in accordance with the provisions provided herein. For the avoidance of doubt, the Parties expressly agree that such inspection shall be completed within a period of 8 (eight) hours from the time when a Bus is made available for inspection and upon expiry thereof, the Bus shall, subject to satisfactory completion of the safety inspection provided herein, be deemed to have been approved by BEST.</p>
6.3	<p>The Successful Bidder has to comply with the modifications proposed by the said committee, at its own cost. Care shall be taken to ensure that all the Buses offered must be ready in all respect before the commencement date of the contract</p>
6.4	<p>The Successful Bidder shall make available its Buses for inspection in accordance with the direction of the General Manager, BEST (here in after referred to as the "General Manager") or any other officer authorized by him, not only at the time of engagement under contract, but also as and when required.</p>
6.5	<p>In order to have quality checks on Buses being operated, the Successful Bidder must produce the Buses for periodical inspection as decided by BEST. Such inspections will be preferably carried out on Sundays.</p>
6.6	<p>The sole responsibility of maintaining the Buses in roadworthy and good condition lies with the Successful Bidder. However, BEST will inspect these buses as stated above to verify the same whenever it finds it necessary.</p>
6.7	<p>In any case, irrespective of whatever is mentioned aforesaid, the successful bidder shall stick to the delivery schedule as mentioned in the LOA.</p>
7.0	FLEET DEPLOYMENT PLAN
7.1	<p>BEST shall develop a fleet deployment plan which shall contain details including but not limited to, bus details, operating plan, routes, frequency, stops and table of schedule providing bus headways based on peak and off peak hour requirements and</p>

	the same shall be furnished to the Successful Bidder prior to operation of Buses.
7.2	Parking locations are shown in annexure "T".
7.3	Further the Successful Bidder shall operate the Buses in accordance with the Deployment Plan, and shall at all times ensure that the required frequency of Buses is maintained as specified under the Deployment Plan or as per the instructions of BEST issued from time to time
7.4	The Successful Bidder shall make the Buses available at the prescribed locations mentioned in the Fleet Deployment Plan provided by BEST along with driver about 15 minutes before the scheduled turn out operation on all days.
7.5	The Successful Bidder shall keep sufficient nos. of spare Buses which are already registered with the relevant authorities, recorded and accepted by BEST for replacement against any defective bus.
7.6	The Successful Bidder shall not be allowed to use any other Bus which are not the subject matter of this Tender, subsequent Agreement without prior written approval of BEST and in case of violation, the Successful Bidder is liable for action which includes termination of Agreement and forfeiture of Security Deposit cum Performance Guarantee.
7.7	If the Successful Bidder desires to withdraw any Bus forming a part of the Contract, he has to notify BEST in writing clearly detailing the reasons for such withdrawal and BEST has to approve the same within 7 (seven) days prior to such withdrawal. Only after written approval of BEST the Successful Bidder would be permitted change its color scheme & other related work and show it to the Engineering Department of BEST or any officer duly authorized in this behalf.
7.8	BEST shall have a right to use the buses provided by the Successful Bidder on non-scheduled routes in case of public exigencies and in public interest.
7.9	The Successful Bidder and its employees shall always extend courtesy while interacting with public
7.10	BEST reserves the right to make changes to the Deployment Plan from time to time with prior notification, of at least [15] days, of such change to the Successful Bidder.
7.11	BEST may review the Fleet Deployment Plan if there is necessity and make changes accordingly.
8.	ROUTES AND SCHEDULES
8.1	BEST shall have the exclusive authority to determine routes, frequency and schedules of the Bus as a part of the fleet deployment plan throughout the Validity of the Total Contract Period. For the avoidance of doubt, it is clarified that BEST may amend the Operational Routes with prior notice to the Successful Bidder.
8.2	The Successful Bidder shall ensure that the Buses are operated on the routes, frequency and schedules provided by BEST from time to time in accordance with the operation and maintenance standards as specified herein. In the event of it not meeting the same, the penalties / infractions as specified in Schedule XIII shall be leviable.
8.3	The Successful Bidder shall make the Bus available for the period requisitioned on an average of 18 hours in a day and complete the schedule given for the day, in any route.
8.4	The Successful Bidder's employee (driver) will work under the administrative control of the officers of BEST and as per schedules prescribed by BEST.

8.5	The Successful Bidder shall not claim any right or privilege about the bus route or operations, as notified by BEST.
8.6	In the event there is a need for change in route of Bus, the Successful Bidder shall inform BEST for monitoring of all activities about it and the same shall be tallied with the change in route length measured by ITS (“ Intelligent Transport Systems ”) reading at the end point of the route and the distance so measured shall be reckoned for the purpose of making payment to the Successful Bidder.
9.	FARE COLLECTION
9.1	<p>The conductor on the Bus may or may not be provided by BEST and the revenue/income collected will be retained by BEST and the Successful Bidder shall have no claim whatsoever on the same. (Fare collection will be either through conductor deployed by BEST or through third party using any technology or any methodology that BEST deems fit and appropriate.)</p> <p>The employee (driver) of the Successful Bidder will require rendering full co-operation to the conductor and following his instructions.</p> <p>In case of any dispute, the Successful Bidder or his employee shall intimate the concerned supervisory staff. Under no circumstances, the Successful Bidder or its employees will enter into any argument or dispute with the conductor.</p> <p>However, in the event the conductor does not report on time or remains absent, the Successful Bidder shall immediately inform BEST or its Authorized representative of BEST, as the case may be.</p> <p>The revenue/income collected will be deposited to the BEST and the Successful Bidder shall have no claim whatsoever on the same.</p>
9.2	BEST retains the right to collect passenger fare either by itself or through a third party using any technology or any methodology it deems appropriate and deposit the same in an Escrow Account in accordance with the terms and conditions of the draft escrow agreement given in Annexure-O.
9.3	The Successful Bidder shall not directly or indirectly collect passenger fare or any portion thereof. Driver shall not be entrusted the responsibility of fare collection/handling cash. However, he will direct/facilitate the passengers towards any such equipments (such as validator) maintained for fare collection.
10.	<p><u>ADVERTISEMENT ON THE BUSES</u></p> <p>Subject to Applicable Laws in vogue, the Successful Bidder may display advertisements on outside panels and inside cove panels of Buses.</p> <p>The Successful Bidder shall display advertisements on the Buses in accordance with any instructions issued by the BEST in regard thereto, and provisions of Applicable Laws.</p> <p>The Successful Bidder shall at all times ensure that no part of the Buses including but not limited to the external and internal colour, body of the Buses or any part thereof are damaged due to advertisement stickers or any other form of display material. The Successful Bidder shall ensure that the advertisements are displayed in such a manner that it does not obstruct partially or completely, the visibility from inside and outside of the Buses.</p> <p>(The Undertaking reserves the right to use any of the spaces on 2% of the total number of buses given to the contractor for display of advertisements of public interest messages , social cause message by departments of Central Govt./State govt. /MCGM,</p>

	<p>events organized by BEST Undertaking on free of charge basis)</p> <p><u>Placement of Advertisement:</u> The Successful Bidder may place the advertisement inside and outside the Buses at designated slots described, such that it does not obstruct any safety, advisory or other mandatory information; The Successful Bidder shall be entitled to appropriate entire revenue generated from the display of advertisements on the Buses after due payments and taxes as per applicable laws.</p>
11	PAYMENTS TO THE OPERATOR FOR KILOMETER CHARGE.
11.1	While submitting the bills, the Successful Bidder shall submit necessary documents as required by BEST such as Invoice mentioning his GSTIN number, GST and other charges, if any.
11.2	<p>Bus Kilometers for any particular Bus shall comprise of the following:</p> <ol style="list-style-type: none"> i) Distance travelled by the Bus assigned on given Route(s) as per the Fleet deployment plan. ii) Distance travelled by the Bus from the bus depot to the first point of loading passengers at the commencement of its service on a day. iii) Distance travelled by the Bus from its last passenger stop as per the operating plan to the Bus Depot at the end of the day's service. iv) Distance travelled by a Bus, which is outside the Operating Plan but approved by the BEST Undertaking for specific and special requirements. <p>Reduction of kilometers :</p> <ol style="list-style-type: none"> a) For the purpose of reckoning the minimum assured kilometers, cancelled kilometers on account of mechanical breakdowns, accidents shall be deducted. b) The minimum assured kilometers shall be proportionately reduced when the Bus is not made available by the Successful Bidder on any day or part thereof. c) Bus Kilometers shall not constitute any kilometers travelled by the Bus to a maintenance facility other than that set up by the Successful Bidder at the parking space, plots, termini, provided for by BEST or for any travel not authorized by BEST. <p>The deductible and non-deductible kilometers has been specified in Schedule X.</p>
11.3	<p>Basis for Payments</p> <p>Payment will be made on the basis of run kilometers by all buses in that period multiplied by the rate per kilometer (Quoted by the Successful Bidder and accepted by BEST).</p>
11.4	<p>General Payment Terms</p> <p>The Payments will be made as under:</p>
11.5	<p>The payments will be made for the kilometers operated as per ITS.</p> <p>The kilometers operated will be available on day to day basis through ITS, which will be shared with the successful bidder daily.</p> <p>Dead kilometers from parking place to starting point as mentioned at Annexure "T" shall be paid separately</p> <p>Extra kilometers covered due to temporary road diversions as necessitated and declared by necessary authorities (up to 1 day) will not be accounted for.</p>
11.6	Payment will be made by BEST once in a month as per following schedule:

	<p>a) Successful Bidder shall submit the Invoice for due Payment for 1st to 30th / 31st day (Last day of the month) of the particular month to Asst. General Manager (Materials) with a copy marked to Chief Manager (Traffic) on 1st working day of the Next month.</p> <p>b) CMM will process invoice immediately for 70 % of the estimated due Payment of monthly assured kilometers so as to pay the Successful Bidder on 7th of the Month, if the said invoice is found satisfactory.</p> <p>c) Chief Manager (Traffic) will forward the invoice submitted by the Successful Bidder after satisfactory verification of the same. The said invoice copy shall be forwarded to Materials Management Department of BEST, after verification by Audit, within 15 days.</p> <p>d) 30 % of the balance due Payment of last month will be paid to Successful Bidder on 7th working day (excluding Sat, Sun and Holiday) of the next month after verification of actual deductions, etc.</p> <p>e) The statement referred above shall consist of all details such as</p> <ol style="list-style-type: none"> i) Total run kilometers. ii) Dead kilometers covered from parking place to starting point, extra kilometers covered due to road diversions. iii) Effective operated kilometers (after deduction of dead and extra kilometers) for releasing the payment of Hiring. However dead kilometers as mentioned at Annexure "T" shall be paid separately. iv) Details of recovery by BEST towards penalties/fines on account of withdrawal of buses, disobedience, misbehavior on the part of the driver, passenger complaints, break down, accidents, late reporting, etc. v) Gross rate, if revised applicable as per price variation formula given in Annexure B. vi) BEST shall not be liable for late payments if all the requisite details as required by it for processing the invoices are not submitted by the Successful Bidder. <p>BEST shall make the payment to the successful bidder within the period specified in Schedule VI Clause 11.6. In case of any delay in making the Payment to the successful bidder as specified, the BEST Undertaking shall pay Damages at the rate of [2% (two percent) above the Bank Rate] per annum calculated for each day's delay in making the payment subject to maximum of [1 (one)] month of period from the date they become payable to the BEST. It is clarified that any delay of a period exceeding [30 (thirty)] days shall be regarded as a BEST Default.</p>
11.7	<p>The calculation of minimum assured kilometers will be done for the entire fleet deployed (100 %) by the Service Provider/Operator Successful Bidder on monthly (calendar month) basis considering assured kilometers for DD Electric buses. The same logic for releasing payment will be considered for excess kilometers if any or if monthly kilometers run are less than the minimum assured kilometers.</p>
11.8	<p>Any dispute regarding kilometers operated/payments received shall be taken up with the Depot Manager of respective depot within one month from date of receipt of payment. Claims raised after 30 calendar days shall be treated as null and void. The disputes shall be heard and settled by Depot Manager of respective depot, within 7 days of the receipt of the letter.</p> <p>If the dispute is not settled within 7 days, or the Successful Bidder does not agree with</p>

	<p>the resolution, he may take up the matter with Redressal committee comprising of representatives of traffic, Audit and MM/ Transport departments.</p> <p>If the dispute is still not settled, the matter may be taken up with General Manager.</p>
11.9	Income tax at source (Tax Deducted at Source) would be deducted from the payment made to the Successful Bidder as per rules in force from time to time within the prescribed period.
11.10	<p>Assured kilometers:</p> <p>The BEST Undertaking hereby assures the Successful Bidder that the operating Plan will be formulated so as to ensure that the average number of Bus Kilometers travelled by each of the Bus, in a continuous period of one (01) calendar month, commencing from commercial operations date of the relevant lot of bus, and then onwards on a monthly basis, will be not less than the [Monthly assured kilometers per DD buses x no. of buses as per Fleet availability (100 %)].</p> <p>Yearly Assured kilometers for DD AC buses is 60000 kms</p>
11.11	<p>Payment in case of underutilized Kilometers:</p> <p>If the monthly kilometers operated are less than assured kilometers/ revised assured kilometers then the payment for difference in the assured kilometers and operated kilometers should be paid, as per following formula:</p> $\text{Total payment} = T_a \times R + 0.50 \times (T_m - T_a) \times R$ <p>Where T_m denotes Revised monthly assured kilometers $T_m = T$ (Assured kilometers.) - D (Deductible) Deductible kilometers from assured monthly kilometers are :- Kilometers lost due to Not out due to operator, Mechanical breakdown, Non serviceable bus and accident caused due to negligence of driver, failure of bus. T_a denotes actual kilometers run in a month and R is Rates applicable</p> <p>Payment in case of Excess Kilometers :</p> <p>If the service provider exceeds the monthly assured kilometers, total payment will be calculated as below:</p> $\text{Total payment} = T_m \times R + 0.70 \times (T_a - T_m) \times R$ <p>Where T_m denotes Revised monthly assured kilometers, $T_m = T$ (Assured kilometers) - D (Deductible) Deductible Kilometers from assured monthly kilometers are - Kilometers lost due to Not out due to operator, Mechanical breakdown, Non serviceable bus and accident caused due to negligence of driver, failure of bus. T_a denotes actual kilometers run in a month and R is Rates applicable.</p>
11.12	<p>Price variation :</p> <p>Price variation based on fuel rate will be worked out on monthly basis. The formula for price escalation is given in Annexure B.</p>
11.13	<p>Limitations to Liability of BEST</p> <p>BEST shall not be liable to make any other payments to the Successful Bidder other than the payments of kilometer charges.</p>
11.14	<p>Failure of Infrastructure of ITS:</p> <p>In case of non availability of kilometers due to failure of the of ITS (Total or en-route),</p>

	the actual kilometers operated shall be assumed/considered for calculation as per the scheduled kilometers already maintained by the BEST for purpose of estimating the operated kilometers and shall be certified by the respective Depot Manager.																								
12.	TAXES AND STATUTORY LEVIES																								
12.1	The motor vehicle tax of the bus has to be paid by the Successful Bidder throughout the period of contract/agreement to be executed between the Successful Bidder and BEST, which shall be levied by the applicable statutory authority from time to time and no compensation/variation in the price shall be paid to the Successful Bidder on this account.																								
12.2	i) The division of taxes and charges to be borne by the Successful Bidder and BEST, are listed as follows: <table border="1" data-bbox="423 606 1503 1100"> <thead> <tr> <th>Sr. No.</th> <th>Taxes and Charges</th> <th>Parties responsible for payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Vehicle Registration Charges</td> <td>Successful Bidder</td> </tr> <tr> <td>2</td> <td>Insurance premium for the Buses and other assets owned by BEST pertaining to this Tender/ Agreement.</td> <td>Successful Bidder</td> </tr> <tr> <td>3</td> <td>Motor Vehicle tax within Municipal Limit of Mumbai area.</td> <td>Successful Bidder</td> </tr> <tr> <td>4</td> <td>Passenger Tax</td> <td>BEST</td> </tr> <tr> <td>5</td> <td>Stage Carriage Permit</td> <td>BEST</td> </tr> <tr> <td>6</td> <td>GST</td> <td>BEST</td> </tr> <tr> <td>7</td> <td>TOLL Tax</td> <td>BEST</td> </tr> </tbody> </table>	Sr. No.	Taxes and Charges	Parties responsible for payment	1	Vehicle Registration Charges	Successful Bidder	2	Insurance premium for the Buses and other assets owned by BEST pertaining to this Tender/ Agreement.	Successful Bidder	3	Motor Vehicle tax within Municipal Limit of Mumbai area.	Successful Bidder	4	Passenger Tax	BEST	5	Stage Carriage Permit	BEST	6	GST	BEST	7	TOLL Tax	BEST
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	ii) The Buses shall have to be insured by the Successful Bidder at its own cost for full comprehensive insurance and regular installments of Insurance shall have to be paid by the Successful Bidder from time to time throughout the period of contract.																								
12.3	It is the responsibility of the Successful Bidder to fulfill the all provisions of MV Act. In no case, BEST will be responsible for any lapses on the part of the Successful Bidder.																								
13.	OPERATION AND MAINTENANCE STANDARDS																								
13.1	The Successful Bidder shall procure only new Buses which were not put into commercial use earlier (New buses means the buses newly built on the brand new chassis procured for this specific Tender). The Buses offered by the Successful Bidder shall have registration done prior to the starting of commercial operations. Further, the Buses offered by the Successful Bidder shall have valid type approval from the competent authorities notified under CMVR.																								
13.2	The Successful Bidder shall observe the minimum Service Standards for operations and maintenance of Buses (" Service Level Standards ") as provided in the Tender under Schedule X .																								
13.3	BEST and the Successful Bidder must meet periodically and at least annually to review the Service Standards and in good faith, negotiate adjustments, deletions or additions that are appropriate to ensure that the Service Standards are appropriate to measure the Successful Bidder's performance in line with Good Industry Practice.																								
13.4	Nothing in this clause requires BEST to negotiate on or agree to adjustments to reflect diminished / changed performance capability.																								
13.5	If, by 31 March in any year, the Parties have not agreed on the Service Standards																								

	applicable, the service Standards for the previous year shall be adhered to by the Successful Bidder.
13.6	In addition to the Operator Clearances, the Successful Bidder shall ensure that he procures and maintains a valid certificate of fitness from the relevant authorities for all the Buses from time to time as per provisions of the Motor Vehicles Act, 1988 and submit related documents for verification to Registration Section, Dadar Workshop of BEST.
13.7	The Successful Bidder shall keep the Buses road-worthy in terms of provisions of Motor Vehicles Act, 1988. CMV Rules 1989 or latest rules made there under from time to time by carrying out necessary maintenance and repairs at his own cost. The Successful Bidder shall submit Xerox copies of Motor Vehicles Tax, insurance premium paid to BEST in respect of all the Buses deployed herein, from time to time.
13.8	Any defects/deficiencies noticed in the Buses during the day's operation by way of passenger complaints or complaints from law enforcing Authorities or official of BEST must be promptly attended to by the Successful Bidder without which the buses will not be put into operation.
13.9	All expenditure to maintain the buses in good condition and operational cost such as electricity, tyres, lubricants, wages of drivers, mechanics, cleaners etc. shall be borne by the Successful Bidder.
13.10	BEST shall not provide any breakdown service for the Buses which experience any breakdown while on duty. It will be the sole responsibility of the Successful Bidder to make all arrangements for attending breakdown of buses at its own cost and for satisfactory replacement of the Buses.
13.11	In case of breakdown of buses while on duty, driver/conductor of the concerned Bus should immediately inform the same to Bus control department of BEST as well as Operations Manager (OM) of the Successful Bidder.
13.12	As and when any bus has to be replaced for any justified reason, the same shall be done by the Successful Bidder within a period of 30 days with prior written permission of BEST. The new replaced buses shall be put into operation only after written acceptance of the said bus by BEST. Provided however, that the obligation of the Successful Bidder under the Contract shall apply Mutatis Mundis for the bus deployed as replacement.
13.13	The Buses engaged under this scheme shall be for the exclusive use of the BEST Undertaking and under no circumstances buses shall be diverted by the Successful Bidder for private use or for any other business during the period of Contract.
13.14	The Successful Bidder is required to arrange for his own computer hardware and stationery required for recording of the maintenance and other activities for the purpose of this Tender/Agreement.
13.15	The Successful Bidder is required to maintain its own store for stocking the spares required for Repair & Maintenance of the buses.
13.16	The detailed cleanliness schedule to be adopted by the operator in prescribed in Schedule XII.
14.	ROLES, RESPONSIBILITIES AND OBLIGATIONS OF THE SUCCESSFUL BIDDER AND BEST:
14.1	Obligations of the Successful Bidder: In addition to what has been stated in this Tender, the Successful Bidder shall perform

	the following obligations:
14.1.1	<p>Operation and Maintenance of Buses:</p> <p>The Successful Bidder shall</p> <ol style="list-style-type: none"> i. Procure the new Buses to meet the delivery schedule as mentioned herein and deploy the buses as per the technical specifications mentioned in Schedule IX. ii. The Successful Bidder shall procure at its cost and expense, all applicable permits from government instrumentalities including but not limited, the certificate of registration, certification of fitness from the relevant RTO having jurisdiction over the Project and shall operate and maintain the Buses in accordance with the terms and conditions of this Agreement. iii. Operate and maintain the Bus Service in accordance with the Fleet Deployment Plan (FDP) provided by BEST and the terms contained there; iv. Operate and maintain the Buses in accordance with the operation and maintenance standards stipulated by BEST as mentioned in Schedule X, XII and XIII. v. Use the Buses only for the purpose of providing Bus Services in accordance with the terms of the Tender and subsequent Agreement and shall not use the Bus for any other unauthorized purposes, vi. Make drivers and technicians (as employed by the Successful Bidder) undergo orientation / familiarization and training program regarding Bus operation and maintenance at a location as notified by BEST at its own cost, vii. The training program shall be organized by the Successful Bidder on periodic basis as an ongoing activity of providing primary training to newly recruited drivers and technicians as well as updating training to existing manpower. viii. Ensure the highest standards of cleanliness both inside and outside the Bus at the time of reporting for the first shift of operations of the bus service of the day as given in Schedule XII. ix. Ensure safety and security of the passengers, personnel and any third party using the Bus. BEST has the right to impose penalties, damages for breach of safety, maintenance and operating requirements. x. Ensure safety and security of the Buses against theft or other forms of damages, xi. Submit invoices in a timely manner in accordance with the terms contained herein, xii. Maintain adequate working capital, xiii. Pay all dues and payable including but not limited to damages and/or fines to BEST as per terms of Agreement within the time stipulated by BEST, xiv. Ensure that the Bus stops for sufficient time to pick up and allow the passengers to get on and off safely at all the scheduled bus stops, termini, xv. Keep available any and all equipment, consumable, machine or materials that are required for the uninterrupted and continuous operation, management and maintenance of the Buses at all times and places during the Validity of the Contract Period, xvi. Make adequate arrangements for overhauling of bus aggregates, repair and re-treading of tyres, repair of bus bodies, repair of accidental buses, etc to the satisfaction of BEST.

- xvii. The successful bidder shall ensure that no bus is given to service with defective / worn-out / smooth tread tyres.
- xviii. **At the time of delivery of buses the tyres shall not be more than six month old.**
- xix. The successful bidder shall replace all the defective spare parts / units with spare parts / units conforming to OEMs specifications. There shall not be any compromise in the quality of spare parts / units while replacing defective spare parts on buses.
- xx. The successful bidder shall use only OEM recommended consumables such as Oils, lubricants, spares and shall follow the maintenance practices recommended by OEM only.
- xxi. Make adequate arrangement for attending to line-breakdowns, towing of failed vehicles if required, making way for flow of traffic, etc., within 1 (one) hour from the occurrence of such breakdowns,
- xxii. Shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities and CCTV surveillance and any other Information Technology (IT) Bus monitoring devices, advertisement displayed provided in the Buses and the Project to enable provision of safe Bus Services to the passengers,
- xxiii. Shall ensure the air conditioners provided in the Buses are operated and maintained in good working condition as per the design capacity, failing which BEST shall have the right to impose fines in relation thereof as mentioned in **Schedule-XIII.**
- xxiv. **If air conditioner of a bus is defective, bus should not be turned out and in case of defect en-route, it will be considered as a breakdown of bus and bus to be brought to depot immediately.**
- xxv. All provisions of this Tender would be applicable, for providing Buses for operation during the (full/part) night if so required and or full complement of buses required on festival days / special occasions etc as decided by BEST.
- xxvi. Ensure at its own cost and expense and keep available at all times, any and all equipment, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Bus Service and the implementation of this project. It is clarified that all the costs, including costs relating to the equipment, material and consumables shall be solely borne by the Successful Bidder.
- xxvii. Submit the copy of the Employee State Insurance and Provident Fund challans to BEST every month.
- xxviii. The Successful Bidder shall appoint qualified personnel (drivers and maintenance staff) for the purpose of the contract and who are of such nature so as to comply with the obligations of the Successful Bidder under the Contract and shall be presentable and not under the influence of alcohol and drugs. It is clarified that the personnel/employees of Successful Bidder engaged under the contract shall at all times and for all purposes remain the employee of the Successful Bidder. The staff employed by the operator shall at all times while on duty comply with the rules and regulations of BEST as mentioned below.
 - a) Maintain proper discipline in BEST premises.

	<p>b) Maintain proper behavior with co-employees / BEST employees.</p> <p>c) Ensure no damage to the BEST property.</p> <p>d) No smoking, chewing tobacco / betel leaf while on duty.</p> <p>e) No loitering in the premises.</p> <p>f) Should not be under the influence of alcohol or drugs</p> <p>xxix. The Successful Bidder shall comply with the applicable provisions of the Labour enactments such as Workmen's Compensation Act, 1923 Payment of wages Act,1936, Contract Labour Act,1970, Employees' Provident Funds & Miscellaneous Provisions Act, 1952, Payment of Gratuity Act,1972, Employees' State Insurance Act, 1948 and all such other enactments and/or by-laws applicable to the personnel appointed by it under the contract. The relevant records shall be maintained by the Successful Bidder to ensure compliance with the aforesaid regulation and these records should be made available by Successful Bidder as and when required by BEST,</p> <p>xxx. It is the sole responsibility of the Successful Bidder to comply all the applicable labour provisions not only limited to above mentioned acts but also other laws applicable for the operation of buses and deployment of personnel.</p> <p>xxxi. It is further clarified that it shall be the sole duty/responsibility of the Successful Bidder to deduct and remit contribution towards Provident Fund / Employees' State Insurance in respect of employees employed to respective authorities and submit necessary statement showing receipt of payment on a monthly basis, to BEST.</p> <p>xxxii. The Successful Bidder shall ensure that BEST's name should not be defamed in any manner whatsoever by it and/or its employees during the Contract Validity Period or any extended period thereafter,</p> <p>xxxiii. The Successful Bidder shall keep the buses roadworthy in terms of provisions of Motor Vehicles Act, 1988 Central Motor Vehicle Rules, 1989 or amendments made there under from time to time by carrying out necessary maintenance and repairs at its own cost. The Successful Bidder shall submit Xerox copies of Motor Vehicles Tax, insurance premium paid to the BEST in respect of all the buses which are the subject matter of this Tender Document and subsequent agreement, from time to time. It is the responsibility of the Successful Bidder to fulfill all provisions of Motor Vehicles Act, 1988. In no case, BEST will be responsible for any lapses on the part of Motor Vehicles or be held liable for any payments/claims under the said act.</p>
14.1.2	<p>The Successful Bidder shall install necessary infrastructure including charging infrastructure for maintenance of buses in the space allocated to the Successful Bidder for parking and maintenance of Buses. A separate energy meter for requirement of electricity should be installed by the Successful Bidder and Successful Bidder should pay electricity charges as and when they fall due on or before the due date. The maintenance of the infrastructure shall be carried out by the Successful Bidder.</p> <p>Bidder should develop charging infrastructure with sufficient no. of chargers (not more than 30 % of the allocated buses) in the parking depot area/terminus allocated to him. Entire cost of Charging infrastructure including cost of charging equipments, required necessary transformers and other civil cost of installation of charging infrastructure to be borne by the tenderer.</p> <p>Charging station shall be installed and maintained by the Successful Bidder who shall</p>

	also bear the electricity charges. However, the cost of setting of upstream infrastructure i.e. electrical connection of requisite power load will be borne by the power distribution company. If power distribution company is not ready to bear this cost , in that case BEST will bear this cost.
14.2	Obligations relating to Change in Ownership
14.2.1	The Successful Bidder shall not undertake or permit any Change in Ownership, except with the prior written approval of BEST. (Please refer Change in Ownership definition)
14.2.2	The Successful Bidder acknowledges, agrees and undertakes that employment of foreign personnel by the Successful Bidder shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Successful Bidder.
14.2.3	The Buses or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Successful Bidder or its shareholders, save to the extent as provided herein.
14.3	The Successful Bidder shall bear the risk of loss in relation to each Bus for the performance of its Operation and Maintenance Obligations hereunder.
14.3.1	The Successful Bidder shall take or cause to be taken all steps necessary under Applicable Laws to protect BEST against claims by other parties with respect thereto in accordance with the terms and provisions of the Agreement.
14.3.2	The Successful Bidder shall maintain a high standard in the appearance and aesthetic quality of the buses.
14.3.3	The Successful Bidder shall take all such measures as may be necessary in accordance with Applicable Laws and Good Industry Practice to control and mitigate the noise arising from the Buses and the Maintenance Depots and its impact on Users and the neighborhood.
14.4	Schedule Maintenance:
	The Successful Bidder shall perform its maintenance obligations at the periodic intervals as per vehicle manufactures' recommendations.
14.5	Unscheduled Maintenance:
	Any maintenance or repair of a Bus, not being Scheduled Maintenance and arising during the period of the Agreement out of any reason including failure, unsatisfactory performance, defects, deficiencies, accident, vandalism, natural calamity, fire, riots, arson or negligence, shall be undertaken by the Successful Bidder as unscheduled maintenance. The Successful Bidder expressly agrees that any and all Unscheduled Maintenance shall be undertaken promptly to ensure efficient, safe and reliable operation of the Bus. Any and all such Unscheduled Maintenance shall be undertaken by the Successful Bidder at its own cost and expenses.
14.6	Co-operation with BEST:
	The Successful Bidder shall: a) Cooperate with BEST and/or any third party appointed by BEST for the purposes of establishing or operating or monitoring any equipment, instruments or systems in the Bus or Bus depots, terminals and/or parking Spaces of BEST; b) Make adequate communication arrangements / develop communication facilities /

	<p>centre for effective and efficient, timely communication of all incidents/ accidents/ breakdowns etc. to relevant authorities / persons / officials.</p> <p>c) Co-operate with BEST and/or any third party appointed by BEST for the purpose of collection of passenger fare,</p> <p>d) Co-operate with BEST or any third party appointed by BEST in relation to the installation, operation, and maintenance of the ticket vending and validation machines and collection of fare through hand held machines, on board entertainment device if required. BEST, its personnel, and authorized operators shall have complete access to such ticket vending and validation machines and shall not be in any manner obstructed by the Successful Bidder, its personnel, or operators & the said machines shall in no manner be tampered with or damaged by the Successful Bidder or its personnel,</p> <p>e) Cooperate with BEST for the purposes of monitoring and supervision of the quality, efficiency and adherence of the Successful Bidder to other contractual obligations pertaining to the terms and conditions of the Project,</p> <p>f) Maintain records of all maintenance work / activities pertaining to each Bus and shall enter the same on regular basis in the digital format as stipulated by BEST. BEST shall be free to inspect record at all times and the Successful Bidder shall make record available to BEST or it's authorized representative and answer all queries to the satisfaction of BEST or it's authorized representative. The successful bidder and BEST each shall maintain log of such requests and inspection of such records.</p> <p>g) Respond to all notices, letters, communications received from BEST within the given time frame as mentioned in such notices, letters, and communications.</p> <p>h) Provide all information, data, records, documents or information as may be required by BEST from time to time; and</p> <p>i) Participate in all the meetings, discussions as directed by BEST from time to time.</p> <p>j) support, cooperate with and facilitate BEST in the implementation and operation of the Project in accordance with the provisions of the Agreement; and</p> <p>k) take all reasonable precautions for the prevention of accidents on or around the Maintenance Depots and provide all reasonable assistance and emergency medical aid to accident victims; and</p> <p>l) Transfer the Maintenance Depots to BEST upon Termination of the Agreement, in accordance with the provisions thereof.</p>
14.7	<p>Compliance with the terms of the Warranty (of Buses) and Good Industry Practice</p> <p>The Successful Bidder shall Undertake all preventive and corrective maintenance compliance from time to time and in accordance with Good Industry Practice;</p> <p>Carry out major overhauls of the Buses according to the number of kilometers travelled as per terms of the warranty, standards and in accordance with Good Industry Practice;</p> <p>Abide by the instructions specified in the operating and maintenance and safety instructions/manual all times during the Validity of the Contract Period.</p> <p>Annual Maintenance Contract</p> <p>The Successful bidder shall procure and maintain an annual comprehensive maintenance contract with OEM or its authorised dealer or through its own or other well equipped workshops for the purpose of ensuring regular servicing and preventive maintenance activities in relation to the buses and ensure such regular servicing and</p>

	preventive maintenance activities are carried out at its own cost.
14.8	<p>Repair and Replacement of equipment:</p> <p>a. During the period of the Agreement, the Successful Bidder shall, at its own cost and expense, replace and install materials which get consumed or wear out beyond serviceable limits in the normal course of operation of a Bus,</p> <p>b. During the maintenance period, the Successful Bidder shall, at its own cost and expense, replace any part or equipment of a Bus, which may be defective, damaged or worn out, by a substitute thereof (the "Spares") for the efficient operation and maintenance of a Bus.</p>
14.9	<p>Appointment of Drivers and Staff (adequate staff of the Successful Bidder for maintenance and cleanliness of the Buses):</p> <p>a. The Successful Bidder shall provide a driver with valid driving license issued by the competent authorities under the Applicable Laws, including Motor vehicles Act, 1988 having experience of 2 years to drive transport vehicles including Buses of the kind defined herein and valid passenger service badge.</p> <p>b. The Successful bidder shall give preference to Female drivers while deploying.</p> <p>c. The Successful Bidder shall appoint drivers for operating the buses by taking into consideration the following criteria:</p> <p style="padding-left: 40px;">i) Candidate should be Domiciled in State of Maharashtra.</p> <p style="padding-left: 40px;">ii) Police verification of individual candidate.</p> <p style="padding-left: 40px;">iii) Preference shall be given to employ the Undertaking's employees' children, wherever such candidates are eligible and possess equal qualification criteria.</p> <p>d. The Successful Bidder shall have to make payment to the driver's bank account through RTGS/NEFT mode only.</p> <p>e. The driver while on duty should have valid identity cards as required under M.V. Act/Rules (Motor Vehicle Act and Rules).</p> <p>f. The driver along with vehicle should report for duty in a neat and clean uniform prescribed by BEST, at the assigned depot and at the assigned time. Similarly other staff members employed by the Successful Bidder should use uniform prescribed by BEST.</p> <p>g. If the driver is to be replaced, the same shall not be done en-route and it shall be done at a relief point as specified by BEST.</p> <p>h. The Successful Bidder shall provide the list of all employees with their residential addresses, mobile nos. to BEST.</p> <p>i. The Successful Bidder shall not employ category of persons as drivers for operating of Buses who were employed on any other bus service and were replaced by the owner/co-owner on a complaint made against him by BEST.</p> <p>j. The Successful Bidder shall ensure that no employee working with him also at the same time works on the roll of BEST or any other organization.</p> <p>k. A driver employed by the Successful Bidder shall undergo the medical fitness examination by medical officer of BEST at appropriate cost or any other reputed hospital / medical institution from Mumbai and he/she will be permitted to ply the vehicles only if he/she is fit for the job of driver to drive the Buses as mentioned herein.</p> <p>l. The Successful Bidder shall not deploy any drivers which have been blacklisted from operation of a heavy commercial vehicle and or a transport vehicle and</p>

such drivers should not have any pending cases related to fatal accidents or traffic fines due or have his license suspended at any time during the last [3] years preceding the date of execution of the Agreement;

- m. However, BEST may require the Successful Bidder to remove any person employed by it for the Bus Services, who in the opinion of BEST:
- Persists in any misconduct,
 - Is incompetent or negligent in the performance of his/her duties,
 - Fails to conform with any provisions of the Tender/Agreement, or
 - Persists in any conduct which is prejudicial to safety, health, or the protection of the general public/ environment.
 - Is a person convicted by a competent court of law.
 - Is a person who is involved in any fatal accident.
- n. Successful Bidder be solely and exclusively responsible for all drivers, employees, workmen, personnel and staff employed for the purposes of implementing the Agreement.
- o. The Successful Bidder shall ensure that all personnel and staff are under its supervision so as to provide the Bus Service in a safe and efficient manner to the public.
- p. Provided, however BEST shall not be liable for any payment or claim or compensation (including but not limited to compensation on account of death/injury/termination) of any nature to such foregoing persons at any point of time during tenure of this Agreement or thereafter and the Successful Bidder shall keep BEST indemnified in this regard.
- q. Ensure that all drivers, personnel and staff are well behaved with passengers.
- r. The Successful Bidder shall at its own cost and expense provide uniforms and shall ensure that clean uniforms are worn by drivers and any other personnel and staff employed at all times when they are on duty and doing any act in relation to providing the Bus Service under the Tender/Agreement.
- s. The Successful Bidder shall be responsible for all the costs and expenses of maintenance, operation, employment of drivers and other personnel including but not limited to travel, training of its employees, and vendors engaged by the Successful Bidder in connection with the implementation of the Tender/Agreement.
- t. The Successful Bidder shall make efforts to maintain harmony and good industrial relations among the labor and personnel employed in connection with the performance of the Successful Bidder's obligations under this Agreement and shall at all times be the principal authority in respect of such labor and personnel.
- u. The Successful Bidder shall deploy and provide sufficient drivers (complying MV Rules) to BEST's Traffic Training Centre, located at Dindoshi. They will be given one week's training free of cost, as per the pre-determined schedule program of the training centre. While selecting the drivers, it should be ensured by the Successful Bidder that the drivers have a minimum of two years of experience of driving transport vehicles including Buses, age within 21 to 60 years. The Successful Bidder may appoint Ex-BEST bus drivers to drive the hired buses, except the drivers dismissed from the service of BEST. The drivers who have

	<p>successfully completed the driving training one week will be issued a suitable identification note by the training centre of BEST for having successfully completed the driving training. The successful Bidder shall not deploy any driver which have been blacklisted from operation of heavy commercial vehicles and / or transport vehicle and such driver should not have any pending case related to fatal accident or Traffic fines .</p> <p>v. The drivers who have been assigned duties to drive the hired bus must always carry the identification note while performing duty on the Bus.</p> <p>w. The Successful Bidder shall arrange to carry out physical & medical fitness and eye tests of the drivers engaged under the Tender/Contract as per the provisions of Motor Vehicle Act, 1988, prior to commencement of Contract and thereafter from time to time, at its own cost.</p> <p>x. The Successful Bidder and their employees will not be held eligible for facility of free travel on the Buses herein or any other bus belonging to BEST and they will have to abide by the rules as are applicable to the other members of the public including payment of fare.</p>
14.10	<p>Driver Quality Monitoring:</p> <p>The Quality Monitoring of Drivers will be done by the Traffic Officers & Transportation Engineering Department Officers once in a month with an objective to enhance the safety of passengers and members of the public and other road users.</p> <p>The following points will be covered during monitoring:-</p> <ul style="list-style-type: none"> • Speed through hazards and bends, • Negotiation of roundabouts, skipping red signals and violating traffic lights. • Position of bus on road and lane discipline, • Signaling and use of mirrors, • Positioning of bus at bus stops (and other appropriate bus infrastructure) and • Distance between bus and other vehicles (moving and stationary). • Complaints from passengers, general public, RTO officials, Traffic police or from BEST officials. • Rash / Dangerous driving, including not stopping or inadequate stoppage (Skipping Bus stops) at designated bus stops. • Rude behavior with passenger / public. Misbehavior of driver such as fighting, use of filthy languages shall not be tolerated and such drivers shall be immediately terminated for the period of the contract. • Violating rules related to smoking or driving under influence of drugs or alcohol. <p>The reports will be forwarded to the bidder with details for rectification/ to improve the driving habits.</p> <p>In case of serious nature request immediate action on cases where other road users/members of the public, lives are being put at risk as a result of the driver's actions, the bidder will send the Driver for 3 days training at BEST Training Centre.</p>
14.11	<p>Appointment of Operations Manager (OM):</p> <p>The Successful Bidder shall</p> <p>a. Appoint qualified personnel as an Operations Manager (OM) to act as a single point contact to manage supply and provision of services of specified number of buses as per operating plan for the purpose of all the communications and</p>

	<p>correspondence with BEST. The contact details of such OM shall be provided in writing to BEST, prior to the execution of the Agreement.</p> <p>b. OM shall reside locally in Mumbai Metropolitan Region and work from the parking space allotted for the Buses.</p> <p>c. OM shall available during the entire period of operation and Successful Bidder shall make necessary arrangement for replacement of OM in case the same is absent on duty / on leave.</p> <p>d. OM shall be in constant touch with concerned Depot Manager. He should ensure proper coordination with Depot Manager.</p>
14.12	<p>The Successful Bidder is responsible for ensuring that its drivers/relevant staff:</p> <p>a. have necessary qualifications, competence, skills, experience and license, wherever applicable including but not limited to the relevant provisions of the Motor Vehicle Act, 1988;</p> <p>b. have good knowledge of routes, timetable and other relevant systems;</p> <p>c. are in sound physical and mental health;</p> <p>d. are courteous and helpful to passengers and other road users;</p> <p>e. do not discriminate against any passengers;</p> <p>f. wear relevant badges, identity cards and uniform conforming to the job requirements.</p>
14.13	<p>Occupational Health, Welfare and Safety:</p> <p>The Successful Bidder shall:</p> <p>a. provide and maintain throughout the contract period a safe and healthy work environment for all Successful Bidder's Staff;</p> <p>b. make sure that all Successful Bidder's staff engage in safe work practices at all times;</p> <p>c. maintain plant, equipment, approved vehicles and Bus Depot in a safe condition;</p> <p>d. make sure that all Successful Bidder's staff are aware of and comply with any changes to relevant legislation or policy in relation to occupational health, welfare and safety;</p> <p>e. provide occupational health, welfare and safety training to his staff in accordance with the requirements of labour and welfare laws.</p>
14.14	<p>Payment of Taxes and Duties</p> <p>Subject to what has been stated herein, the Successful Bidder shall make timely payment of all taxes and duties due and payable under Applicable Laws.</p>
14.15	<p>Payment of Fines –</p> <p>i) The Successful Bidder shall be responsible for all fines and claims that may arise due to statutory violations and negligence etc. arising out of the operation of its Bus, like claims and damages due to accidents to persons or property of fatal or injury or any loss/damage to any property etc. payable under the provisions of Motor Vehicles Act/Rules or any other applicable Acts. BEST shall under no circumstances be made liable or responsible to pay any compensation that may be imposed by the statutory authorities, in respect of accidents and injuries involved.</p> <p>As given in the herein, the Successful Bidder should indemnify BEST for any claims/compensation arising due to operation of buses and for any subsequent accidents.</p>

	<p>ii) It shall be the responsibility of the Successful Bidder to make adequate arrangements to engage advocates and pay their professional fees as well as any other payment and compensation required to be paid in respect of any court matter which may arise due to the operation of the Buses when BEST is made either formal or active party for proper proceedings of prosecution before the Motor Accident Claim Tribunal (MACT), Regional Transport Authority (RTA), State Transport Authority (STA), Hon'ble High Court, Hon'ble Supreme Court, etc. in respect of any accidents or claims that may arise during the course of operation of the Buses.</p>
14.16	<p>No Alterations or Modifications of the Buses – The Successful Bidder shall</p> <ol style="list-style-type: none"> a. Ensure that there are no alterations in the Buses or any part thereof made at any point of time including the color scheme of such Buses without the prior written approval of BEST. b. Shall not tamper or interfere with any equipment, instrument or system including the GPS (Global Positioning System) tracking facilities and CCTV (Closed Circuit Television) surveillance and any other equipment or monitoring devices provided in the Buses.
14.17	<p>Immediate reporting of serious incidents: The Successful Bidder shall arrange to inform Traffic Control Room immediately on telephone or any other available mode of communication, any of the following in so far as they relate to the provision of the services:</p> <ul style="list-style-type: none"> • All incidents resulting in fatality or major injury or requiring medical attention, • Robberies and assaults on passengers or staff, • Overhead obstructions or other limited headroom obstructions, • Fire on vehicles, • Collisions resulting in any injury, • Vandalism and public disorder (both on and off service vehicles), • Safety critical bus failures (including wheel loss, brake failure or power surge) and • Any incident of a like nature or that is likely to attract media attention. <p>The Successful bidder shall send the aforesaid information with this information viz.</p> <ul style="list-style-type: none"> • Route number. • Date, time and location of incident. • Bus registration no. • A brief description of the incident. • Details of any injuries sustained, • Details of police case and • Any other information that may be required from time to time.
14.18	<p>Change of Law: 14.18.1 Increase in costs If as a result of Change in Law, the Operator suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds Rs. 2 crore (Rupees two crore) in any Accounting Year (as defined in the Agreement), the Operator may so notify the Authority and propose amendments to the</p>

Agreement so as to place the Operator in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased cost, reduction in return or other financial burden as aforesaid. Upon notice by the Operator, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to the Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Operator may by notice require the Authority to pay an amount that would place the Operator in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Operator, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 14. 18.1 shall be restricted to changes in law directly affecting the Operator's costs of performing its obligations under the Agreement.

14.18.2 Reduction in costs

If as a result of Change in Law, the Operator benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds Rs.2 crore (Rupees two crore) in any Accounting Year (as defined in the Agreement), the Authority may so notify the Operator and propose amendments to the Agreement so as to place the Operator in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid.

Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to the Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Operator to pay an amount that would place the Operator in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Operator shall pay the amount specified therein to the Authority; provided that if the Operator shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure.

For the avoidance of doubt, it is agreed that this Clause 14.18.2 shall be restricted to changes in law directly affecting the Operator's costs of performing its obligations under the Agreement.

14.18.3. Protection of NPV

Pursuant to the rights of the Operator over the Depot sites and other infrastructure facilities thereof, and for the purposes of placing the Operator in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall endeavour to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Operator has raised its debt under its Financing Agreements.

14.18.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this

	<p>Clause 14.18.4 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than 1 (one) year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year. For the purposes of this Clause, the "Change in Law" shall have the following meaning: "Change in Law" means the occurrence of any of the following after the Bid Due Date:</p> <ul style="list-style-type: none"> (i) the enactment of any new Indian law; (ii) the repeal, modification or re-enactment of any existing Indian law; (iii) the commencement of any Indian law, which has not entered into effect until the Bid Due Date; (iv) a change in the interpretation or application of any Indian law, by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Due Date; or (v) any change in the rates of any of the taxes that have a direct effect on the Agreement.
14.19	<p>Rights of the Successful Bidder - The Successful Bidder shall have right to:</p>
	<ul style="list-style-type: none"> a. Receive payments from BEST as per the terms mentioned in the Tender/Agreement, subject to performance of its obligations herein; b. Receive reasonable support for obtaining required permits and sanctions and to obtain assistance and support for dutifully carrying out the obligations as provided for in the Tender/ Agreement as may be within the purview and general jurisdiction of BEST; c. Use parking space/plots of BEST (as given by BEST) in accordance with the terms and conditions of the Tender/Agreement. d. Operate and maintain the Bus/s on the routes as per conditions set forth in the Tender/Agreement.
14.20	<p><u>Financial Close</u></p> <p>1. The Successful Bidder hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding [120 (one hundred and twenty)] days, subject to payment of Damages to BEST in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay, and for a further period not exceeding [80 (eighty)] days, subject to payment of Damages by Successful operator to BEST at the rate of 0.25% of the performance security for each day's delay until the fulfillment of this condition, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by BEST in procuring satisfaction of the Conditions Precedent or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder by the Successful Bidder shall be in addition to the Damages, if any, due and payable as specified under provisions of Clause 4.3 of MCA.</p> <p>2. The Successful Bidder shall, upon occurrence of Financial Close, notify BEST forthwith, and shall have provided to BEST, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly</p>

	<p>attested by a Director of the Successful Bidder, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.</p> <p>2.1 Termination due to failure to achieve Financial Close:</p> <p>2.1.1 Notwithstanding anything to the contrary contained in this Agreement, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 1of financial close or the extended period provided thereunder, all rights, privileges, claims and entitlements of the Successful Bidder under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Successful Bidder, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. For the avoidance of doubt, it is agreed that in the event the Parties hereto have, by mutual consent, determined the Appointed Date to precede the Financial Close, the provisions of this clause 2.1.1 shall not apply.</p> <p>2.1.2 Upon Termination under Clause 2.1.1 of financial close, the BEST shall be entitled to encash the Bid Security and appropriate the proceeds thereof as Damages; provided, however, if Financial Close has not occurred solely as a result of the BEST being in default of any of its obligations under conditions Clause 4.1.2 of MCA it shall, upon Termination, return the Bid Security forthwith along with the Damages due and payable under 4.2 of MCA for not fulfilling conditions of precedence shall pay to the successful bidder damages in an amount calculated at the rate of 0.1% of the performance security for each day's delay until the fulfilment of conditions of precedent, subject to maximum 20% of performance security. For the avoidance of doubt, it is expressly agreed that if the Bid Security shall have been substituted by Performance Security, the Government shall be entitled to encash there from an amount equal to Bid Security.</p>
14.21	<p>BEST's Rights and Responsibilities In addition to the terms and conditions of the Tender/Agreement, BEST shall:</p>
	<p>a. Provide to the Successful Bidder the right to use the parking space /plots of BEST as necessary for the purpose of the Tender/Agreement, in accordance with the terms therein.</p> <p>b. Monitor and supervise the functioning of the Successful Bidder in the manner as stipulated herein and Maintain records and reports in relation to the implementation of the Project.</p> <p>c. Provide assistance, on a best effort basis, in obtaining the applicable clearances, provided the Successful Bidder has made the applications for such permits/ clearances to the concerned government authorities and is otherwise in compliance with the terms applicable for grant of the same.</p> <p>d. Conduct regular inspections of Bus at any time during the Validity of the Agreement as mentioned herein.</p> <p>e. provide the right of use and right of way to the Successful Bidder, in respect of the space for parking of Bus together with the right to use and right of way for such space only for the purposes set forth in the Tender/ Agreement.</p> <p>f. Have the right to levy damages and or fines as provided in this Tender/ Agreement</p>

	<p>and also have the right to recover any amount of claim, compensation, expenses of whatsoever nature required/caused to be incurred to BEST in any event upon failure to comply by the Successful Bidder, either statutory or otherwise in default of it and in the event the Successful Bidder fails to make payments of such fines, BEST shall have the right to deduct the same from the payments for Kilometers charge and / or Performance Security and even when the dues still remains unpaid/not compensated then the same shall remain as charge of the amount due to BEST upon the sale of the buses and/or any of the assets of the Successful Bidder which shall be recovered by initiating the appropriate action.</p> <p>g. Have the right to issue operating instructions and any other advisory or instruction as deemed necessary to maintain highest standards of Bus Services including safety, functionality and road worthiness of the Buses.</p> <p>h. BEST assures minimum assured kilometers per day for respective buses for all days of the week.</p> <p>The turnout expressed as % of package size, during Monday to Friday will be 100 % for the contract period) rounded off to the nearest whole number ("Assured Fleet Availability) , the approximate turnout on Saturdays will be 90% and the approximate turnout on Sundays / Holidays will be 80%.</p> <p>The Operator is expected to keep spare fleet (max 5 % of allotted buses) to meet this requirement</p> <p>BEST will allow the Successful Bidder to install necessary infrastructure at its own cost in the space allocated for parking of Buses provided no damage is caused to the parking spaces of BEST.</p>
15	INSURANCE
15.1	Insurances to be taken by the Successful Bidder before commencement of commercial operation of Buses.
15.1.1	The Successful Bidder shall, prior to the Commercial Operations Date (COD) of each Bus, at its own cost, purchase and maintain all applicable insurances in respect of each such Bus as per Applicable Laws including but not limited to Motor Vehicles Act, 1988.
15.1.2	The Successful Bidder shall procure and maintain any additional insurances as may be reasonably considered necessary and prudent in accordance with good industry practices, during the Total Contract Period, including but not limited to the following: A comprehensive insurance cover as per the Motor Vehicles Act, 1988 and any amendments thereof for any incident resulting in the death of the users of the Bus due to accident, for unlimited occurrences. The liability of the Successful Bidder per passenger shall be compliant with the insurance policy.
15.1.3	Employers and Workers Liability Insurance limits for each accident for bodily injury by accident and for each employee for injury by disease.
15.1.4	Any other insurance that may be necessary to protect the buses, passengers and the personnel on board against loss, damage or destruction at replacement value including all Force Majeure events that are insurable.
15.1.5	Standard fire and perils policies as per market practices for any loss and damages to the extent possible to plots, Termini and Parking Space(s) handed over to the Successful Bidder.
15.1.6	In case of accident, the Successful Bidder shall make its own arrangement for its own employees with regard to police custody and also to deal with further litigations arising

	out of the said accident, the Successful Bidder is wholly and fully responsible for further criminal cases which may arise in the competent court and BEST will not be liable and responsible in any manner.
15.1.7	The Successful Bidder shall be responsible to pay the insurance premium/s regularly and maintain the insurance policies specified hereinabove at all times during the Validity of the Total Contract Period.
15.1.8	The Successful Bidder shall ensure that BEST is indemnified under IMT 44 to protect against any claim or loss arising out of the operation of the Buses by the Successful Bidder. Copies of the insurance certificates (fifteen days from receipt of the insurance policy certificate) evidencing the same shall be furnished by the Successful Bidder to BEST.
15.2	Evidence of Insurance Cover The Successful Bidder shall, from time to time, and in no case later than fifteen days from receiving any insurance policy certificate, share the self certified copies with BEST of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it. No such insurance shall be cancelled, modified, or allowed to expire or lapse until the termination or expiration of the Agreement, as applicable.
15.3	Remedy for failure to insure If the Successful Bidder fails to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premium and recover the costs thereof from the Successful Bidder, [or in the event of computation of a Payment at the date of termination/expiry of the treatment, treat an amount equal to the Insurance Cover as deemed to have been received by the Successful Bidder.
15.4	Waiver of Subrogation All insurance policies in respect of the insurance obtained by the Successful Bidder pursuant to this Article shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, inter alia, the BEST, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance
15.5	Successful Bidder's waiver The Successful Bidder hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, BEST and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Successful Bidder may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Successful Bidder pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.
15.6	Process of claiming Insurance and Application of Insurance Proceeds
15.6.1	For the purpose of claiming insurance under any insurance policies, the Successful Bidder shall raise an insurance claim directly its insurance company as and when required, after it has reimbursed BEST for the losses which form a subject matter of

	insurance herein.
15.6.2	<p>Compliance with conditions of insurance policies</p> <p>The Successful Bidder expressly acknowledges and undertakes to fully indemnify the BEST from and against all losses and claims arising from the Successful Bidder's failure to comply with conditions imposed by the insurance policies affected in accordance with this Agreement.</p>
16	<p>DAMAGE TO BEST'S PROPERTIES DUE TO PUBLIC DISTURBANCES, VANDALISM, RIOT ETC.</p>
16.1	In the event of any damages or need for repairs to the plots, terminals, and/or parking spaces or any other asset provided by the BEST arises during the Total Contract Validity Period on account of vandalism, public disturbances, riot, Successful Bidder shall be required to make good the damages and repair to the original condition.
16.2	<p>The Successful Bidder may claim the insurance proceeds for such repair and rectification calculated at mutual agreed terms between BEST and the Successful Bidder. For the purpose of this clause, "vandalism" is defined as destroying or damaging deliberately and/or for no reasons attributable to omission of act or breach of obligation of the Successful Bidder by persons other than employees of the Successful Bidder.</p> <p>BEST shall not be liable for any damage or loss caused to the buses during the period of agitations / Strikes / Riots etc.</p>
17	<p>DEATH OF THE SUCCESSFUL BIDDER (in case of death of a sole proprietor or the partner of a partnership firm)</p>
17.1	If the Successful Bidder shall, during the period of the Contract, dies (i.e. in case of death of a sole proprietor or the partner of a partnership firm), the Contract shall thereupon forthwith terminate, unless otherwise as mutually agreed to between BEST and the Successful Bidder (heirs/authorized representative/other partners if the Successful Bidder is a partnership firm).
17.2	Nothing contained in this clause shall be deemed to prejudice or affect any claim, which BEST may have against such heir's, executors, administrators or other legal representatives of the Successful Bidder.
17.3	Provided that where the Successful Bidder is a partnership firm, the death of a partner in the partnership firm shall not determine the contract unless by the term of the partnership agreement the partnership stands dissolved on the death of a partner and if BEST is of the opinion that after the death of a partner in the partnership firm the Contract cannot be satisfactorily executed.
18	<p>INFRACTIONS</p>
18.1	Without prejudice to and notwithstanding any other provision of the Tender/Agreement pursuant to which the Successful Bidder is liable to pay fines/damages, the Successful Bidder shall be liable to pay damages/fines during the Contract Validity Period and any extension (if applicable) to BEST in respect of the infractions/events provided in Schedule XIII
18.2	The Successful Bidder shall be liable for any traffic offences committed by its employees or any person acting on or behalf of it.
18.3	It will be the sole responsibility of the Successful Bidder to be liable for any fines imposed against the Buses for violation of any pollution norms stipulated by any applicable government agency and if BEST is required to pay the fines for any violation

	of such norms, the Successful Bidder has to reimburse the same to BEST within a period of 15 (fifteen) days from date of demand by BEST.																
19	MONITORING																
19.1	During the Contract Period, the Successful Bidder shall, no later than [7 (seven)] days after the end of each month, furnish to BEST. a monthly report stating in reasonable detail the maintenance services performed by the Successful Bidder on the Buses. The Successful Bidder shall promptly information pertaining to various maintenance activities.																
19.2	The Successful Bidder shall, prior to the close of each day, send to BEST by facsimile or e-mail, a report stating the failures, accidents and unusual occurrences relating to the Buses. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case may be. For the purposes of this Clause, unusual occurrences on a Bus shall include: (a) failure of a Bus; (b) accidents involving a Bus; and (c) trouble on a Bus during operation																
19.3	BEST shall be entitled to inspect the Buses after any maintenance for evaluating the compliance of Buses with the maintenance obligations.																
19.4	BEST shall require the Successful Bidder to carry out or cause to be carried out tests, at the cost of the Successful Bidder, to determine whether the remedial measures have brought the Buses into compliance with the maintenance obligations and safety requirements. In the event that remedial measures are not completed by the Successful Bidder in conformity with the provisions of this Agreement, BEST shall be entitled to recover damages as per schedule no. XIII .																
20	Evaluation of Performance of the Successful Bidder																
20.1	BEST shall review the performance of the Successful Bidder, based on three sets of parameters, indicated broadly as follows: <table border="1" data-bbox="435 1266 1286 1728"> <thead> <tr> <th>Sr. No.</th> <th>Performance parameters</th> <th>Appraisal time period</th> <th>Mode of appraisal</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Bus maintenance</td> <td>Random basis</td> <td>Physical observation Before turnout.</td> </tr> <tr> <td>2</td> <td>Bus Operations</td> <td>Random basis</td> <td>Physical observation on road by officers / supervisory staff.</td> </tr> <tr> <td>3</td> <td>Staff (staff provided by the Successful Bidder) Behavior</td> <td>Random basis</td> <td>Physical observation during operation hours, and communications from passengers.</td> </tr> </tbody> </table>	Sr. No.	Performance parameters	Appraisal time period	Mode of appraisal	1	Bus maintenance	Random basis	Physical observation Before turnout.	2	Bus Operations	Random basis	Physical observation on road by officers / supervisory staff.	3	Staff (staff provided by the Successful Bidder) Behavior	Random basis	Physical observation during operation hours, and communications from passengers.
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20.2	In the event, the Successful Bidder fails to perform satisfactorily with regard to any parameter as highlighted above it shall be liable to be imposed with fines for such non-performance in accordance with Schedule XIII and such fines and/or damages shall be deducted from the Successful Bidder's payment to be made by BEST against the invoice raised by the Successful Bidder.																
21	CONFIDENTIALITY OBLIGATIONS OF SUCCESSFUL BIDDER																

21.1	<p>Protection of Confidential Information</p> <p>The Successful Bidder shall not without BEST's prior written consent use, copy or remove any Confidential Information from BEST's premises / Depots/parking spaces/terminals, except to the extent necessary to carry out Operator's obligations hereunder. Upon completion or termination of each assignment hereunder, Successful Bidder shall return to BEST all documents or other materials containing BEST's Confidential Information and shall destroy all copies thereof.</p> <p>For the purpose of this Clause, the term "Confidential Information" means all sensitive, operational and financial data of BEST including the information or document which is specifically marked by BEST as confidential or otherwise clearly marked as confidential or proprietary, and shall include any proprietary or confidential information of BEST relating to the Bus Services provided under the Agreement in relation thereto and information relating to BEST's business or operations.</p> <p>Confidential Information shall not include information which:</p> <p>A) Is or becomes generally available to the public without any act or omission of the Successful Bidder;</p> <p>B) Was in the Successful Bidder's possession prior to the time it was received from BEST or came into Successful Bidder's possession thereafter, in each case lawfully obtained from a source other than BEST and not subject to any obligation of confidentiality or restriction on use;</p> <p>C) Is required to be disclosed by court order or operation of Applicable Law; in such event, Successful Bidder shall so notify BEST before such disclosure; and</p> <p>D) Is independently developed by or for the Successful Bidder by persons not having exposure to BEST's Confidential Information.</p>
21.2	<p>The Successful Bidder is under an obligation to protect Confidential Information as per this Clause for a period of three (3) years after the expiry or termination of this Agreement.</p>
22	<p>EVENT OF DEFAULT AND TERMINATION</p>
22.1	<p>Termination by BEST</p>
	<p><u>Termination by BEST:</u></p> <p>Save as otherwise provided in this tender, in the event that any of the defaults specified below shall have occurred, and the Successful Bidder fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of [120 (one hundred and twenty)] days, the Successful Bidder shall be deemed to be in default of this Agreement (the "Successful Bidder Default"), unless the default has occurred as a result of any breach of this Agreement by BEST or due to Force Majeure. The defaults referred to herein shall mean and include the following:</p> <p>a) The Performance Security has been en-cashed and appropriated in accordance with this Tender, and the Successful Bidder fails to replenish or provide fresh Performance Security, within the period stated herein;</p> <p>b) subsequent to the replenishment or furnishing of fresh Performance Security, the Successful Bidder fails to cure, within a Cure Period of [120 (ONE HUNDRED & TWENTY)] days, the Successful Bidder Default for which</p>

- whole or part of the Performance Security was appropriated;
- c) the Successful Bidder fails to provide the Buses/ Bus Services within the period specified in the Tender;
 - d) the Successful Bidder is in breach of the Obligations, Maintenance Obligations or the Safety Requirements, as the case may be;
 - e) the Successful Bidder has failed to make any payment to BEST(including any fines or damages) within the period specified in this Agreement;
 - f) the Successful Bidder creates any Encumbrance on the Bus Depot/parking spaces/infrastructure or any other assets belonging to BEST;
 - g) the Successful Bidder repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
 - h) an execution levied on any of the assets of the Successful Bidder affecting BEST under the Agreement;
 - i) the Successful Bidder is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Successful Bidder or for the whole or part of its assets that has a bearing on the Agreement;
 - j) the Successful Bidder has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of BEST an effect on the Agreement;
 - k) a resolution for winding up of the Successful Bidder is passed or any petition/ application for winding up of the Successful Bidder or a corporate insolvency resolution process is admitted by a tribunal or court of competent jurisdiction and a provisional liquidator, receiver or an interim resolution professional is appointed and such order has not been set aside within [60 (sixty)] days of the date thereof or the Successful Bidder is ordered to be liquidated or wound up by a tribunal or court.
 - l) any representation or warranty of the Successful Bidder herein contained which is, as of the date hereof, found to be materially false or the Successful Bidder is at any time hereafter found to be in breach thereof;
 - m) the Successful Bidder submits to BEST any statement, notice or other document, in written or electronic form, which has an effect on the BEST's rights, obligations or interests and which is false in material particulars;
 - n) the Successful Bidder has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement;
 - o) the Successful Bidder issues a Termination Notice in violation of the provisions of the Agreement;
 - p) The Successful Bidder commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on BEST and the Successful Bidder fails to cure such default in a Cure Period of 15 [Fifteen] days.
 - q) Without prejudice to any other rights or remedies which the BEST may

	<p>have under this Agreement, upon occurrence of a Successful Bidder Default, BEST shall be entitled to terminate this Agreement by issuing a Termination Notice to the Successful Bidder; provided that before issuing the Termination Notice, BEST shall by a notice inform the Successful Bidder of its intention to issue such Termination Notice and grant [15 (fifteen)] days to the Successful Bidder to make a representation, and may after the expiry of such [15 (fifteen)] days, whether or not it is in receipt of such representation, issue the Termination Notice subject to the provisions of clauses in respect of suspension of Successful Bidder's rights.</p>
22.2	<p>BEST has the right to terminate the Agreement if due to any change in the applicable laws/business policies the subject matter of the agreement is rendered illegal and against applicable laws/ policies.</p>
22.3	<p>Upon request by the Successful Bidder, BEST may agree to enter into Substitution Agreement with the Lender's (of the Successful Bidder) to the Project. The format of such Substitution Agreement will be notified by BEST.</p>
22.4	<p><u>Substitution Agreement:</u></p> <p>BEST shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clauses of suspension to inform the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Successful Bidder in accordance with the Substitution Agreement. In the event BEST receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:</p> <p>Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, BEST shall withdraw its notice referred to above and restore all the rights of the Successful Bidder:</p> <p>Provided further that upon written request from the Lenders' Representative and the Successful Bidder, BEST shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as BEST may deem appropriate</p>
22.5	<p><u>Suspension of Successful bidder's rights -</u></p> <p>1. <u>Suspension upon Successful Bidder Default</u></p> <p>Upon occurrence of an Successful Bidder Default, BEST shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of</p>

Termination hereunder, to (a) suspend all rights of the Successful Bidder under this Agreement including the Successful Bidder's right to receive Fee, and other payments pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorize any other person to exercise or perform the same on its behalf during such suspension (the "**Suspension**"). Suspension hereunder shall be effective forthwith upon issue of notice by BEST to the Successful Bidder and may extend up to a period not exceeding [180 (one hundred and eighty)] days from the date of issue of such notice.

2. BEST to act on behalf of Successful Bidder

2.1 During the period of Suspension, BEST may, at its option and at the risk and cost of the Successful Bidder, remedy and rectify the cause of Suspension. BEST shall be entitled to make deductions from the Fee for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and for defraying the expenses on operation and maintenance of Buses.

2.2 During the period of Suspension hereunder, all assets and liabilities in relation to the operation and maintenance of Buses, including the Maintenance Depots, shall continue to vest in the Successful Bidder in accordance with the provisions of this Agreement and all things done or actions taken, including expenditure incurred by BEST for discharging the obligations of the Successful Bidder under and in accordance with this Agreement, shall be deemed to have been done or taken for and on behalf of the Successful Bidder and the Successful Bidder undertakes to indemnify the BEST for all costs incurred during such period. The Successful Bidder hereby licenses and sub-licenses respectively, BEST or any other person authorized by it under Clause no. 22.5.1 herein above to use during Suspension, all Intellectual Property belonging to or licensed to the Successful Bidder for and in respect of operation and maintenance of Buses.

3. Revocation of Suspension

3.1 In the event that BEST shall have rectified or removed the cause of Suspension within a period not exceeding [90 (ninety)] days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Successful Bidder under this Agreement. For the avoidance of doubt, the Parties expressly agree that BEST may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

3.2 Upon the Successful Bidder having cured the Successful Bidder Default within a period not exceeding [90 (ninety)] days from the date of Suspension, BEST shall revoke the Suspension forthwith and restore all rights of the Successful Bidder under this Agreement. For the avoidance of doubt, BEST shall provide access to the Maintenance Depots and Buses, as the case may be, to enable the Successful Bidder to cure the Successful Bidder Default hereunder.

4. Termination

4.1. At any time during the period of Suspension, the Successful Bidder may by notice require BEST to revoke the Suspension and issue a Termination Notice. BEST shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Clause no. 22 of the RFP as if it is an Successful Bidder's Default.

	<p>4.2. Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within [180 (one hundred and eighty)] days from the date of Suspension hereunder, the Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, <i>mutatis mutandis</i>, to such Termination as if a Termination Notice had been issued by BEST upon occurrence of a Successful Bidder's Default.</p>
23	Termination by the Successful Bidder
23.1	<p>In the event that any of the defaults specified below shall have occurred, and BEST fails to cure such default within a Cure Period of [180] days or such longer period as has been expressly provided in this Agreement, BEST shall be deemed to be in default of this Agreement unless the default has occurred as a result of any breach of this Agreement by the Successful Bidder or due to Force Majeure. The defaults referred to herein shall mean and include the following:</p> <p>(a) BEST commits a default in complying with any of the provisions of the Agreement and such default has an adverse effect on the Successful Bidder;</p> <p>(b) BEST has failed to make any payment to the Successful Bidder within the period specified in this Agreement;</p> <p>(c) BEST repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.</p> <p>(d) Without prejudice to any other right or remedy which the Successful Bidder may have under this Agreement, upon occurrence of a BEST Default, the Successful Bidder shall be entitled to terminate this Agreement by issuing a Termination Notice to BEST; provided that before issuing the Termination Notice, the Successful Bidder shall by a notice inform BEST of its intention to issue the Termination Notice and grant [15 (fifteen)] days to BEST to make a representation, and may after the expiry of such [15 (fifteen)] days, whether or not it is in receipt of such representation, issue the Termination Notice.</p>
23.2	<p>If a suitable replacement is not found by BEST (in case there is no substitution agreement), within the period of 6 (six) months and if requested by BEST, the Successful Bidder shall continue to provide the services until the period such replacement is found. The Successful Bidder shall be paid, in accordance with the terms of the Contract for all the work carried out by it, during the notice period and if applicable, for the work done by it for the period after the notice period, until a suitable replacement is found.</p>
23.3	<p>During the above notice period, the Successful Bidder shall continue to run the buses on the same terms and conditions without any default/discrepancy whatsoever. In this event of any default/discrepancy by the Successful Bidder during the notice period, the General Manager shall have a right to forfeit 50% of the security deposit as liquidated damages.</p>
23.4	<p>In case, no notice as mentioned above is given by the Successful Bidder in case it wishes to terminate the Contract or it fails to operate Buses during the notice period, the General Manager shall have a right to forfeit the entire Security Deposit-cum-Performance Guarantee.</p>
24	Effects of termination
	On the termination of contract (i.e. before completion of 5 years),the proportionate

	<p>amount (calculated in the manner as mentioned herein below) will be deducted towards the losses due to withdrawal of buses will be recovered from the Bank Guarantee submitted by the Successful Bidder before returning the balance amount and the Successful Bidder shall be allowed to remove his entire fleet from the bus depot premises, except for the charging Infrastructure installed in the BEST premises. Thus, the recovery will be as follows:</p> <p>(Amount of subsidy transferred by the BEST× No. of months balance to complete the 5 years)/60 will be deducted towards the losses due to withdrawal of buses by the Successful Bidder.</p>
24.1	Notwithstanding anything stated herein it shall not restrict the right of BEST to terminate the Contract for any lapses on the part of Successful Bidder in operation of buses or maintenance of the buses or in complying with any statutory requirements
24.2	Upon expiry of this Agreement or in case of any early termination of the Agreement for whatever reason, the Successful Bidder shall handover within a 30 calendar days to BEST with payment of any outstanding dues and free from encumbrances the peaceful possession of plots, parking spaces, termini and any other assets handed over or used by the Successful Bidder including without limitation any and all hardware, software, firmware, deliverables on board except the equipment, machinery and tools brought in by the Successful Bidder for the operation and maintenance of the Bus, in sound condition, subject to normal wear and tear.
24.3	Any immovable infrastructure which is constructed by the Successful Bidder at the plots, same must be removed by the Successful Bidder and he should handover the plot in original condition
24.4	BEST shall be entitled to restrain the Successful Bidder and any person claiming through or under the Successful Bidder from entering upon the Bus Depots or any part of the BEST premises.
25	Termination Payments
25.1.1	<p>Upon Termination on account of Successful Bidder Default during the Contract Period, BEST shall pay to the Successful Bidder, by way of Termination Payment, an amount equal to:</p> <p>(a) 90% (ninety per cent) of the Debt Due less Insurance Cover; and</p> <p>(b) 70% (seventy per cent) of the amount representing the Additional Termination Payment:</p> <p>Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Operator hereby acknowledges that no Termination Payment shall be due or payable on account of an Operator Default occurring prior to COD.</p>
25.1.2	<p>Upon Termination on account of BEST's Default, BEST shall pay to the Successful Bidder, by way of Termination Payment, an amount equal to:</p> <p>(a) Debt Due;</p> <p>(b) 150% (one hundred and fifty per cent) of the Adjusted Equity; and</p> <p>(c) 115% (one hundred and fifteen per cent) of the amount representing the Additional Termination Payment.</p>
25.1.3	Termination Payment shall become due and payable to the Successful Bidder within 90 (ninety) days of a demand being made by the Successful Bidder to BEST with the necessary particulars, and in the event of any delay, BEST shall pay interest at a rate

	<p>equal to 1% (one per cent) above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 120 (one hundred and twenty) days; provided further that liability of BEST to make the Termination Payment hereof is subject to the fulfillment of the Divestment Requirements in accordance with the provisions of this Tender (including Clause 25.7). For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by BEST of its payment obligations in respect thereof hereunder.</p>
25.1.4	<p>Upon Termination on expiry of the Agreement Period by efflux of time, no Termination Payment shall be due and payable to the Successful Bidder; provided that in the event any assets and equipment at the Maintenance Depots, essential for the efficient, economic and safe operation of the Buses, shall have been acquired and installed after the 7th anniversary of the Appointed Date, with prior written consent of BEST, which consent shall not be unreasonably denied, a Termination Payment equal to 80% (eighty percent) of the Adjusted Depreciated Value of such assets and equipment shall be deemed to be Debt Due for the purposes of Termination payment.</p>
25.1.5	<p>The Successful Bidder expressly agrees that Termination Payment under this clause shall constitute a full and final settlement of all claims of the Successful Bidder on account of Termination of the Agreement for any reason whatsoever and that the Successful Bidder or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.</p>
25.2	<p>Subsidy Deductible from capital cost:-</p> <p>In case the subsidy is not deducted from the capital cost for calculation of disbursement of debt, the proportionate subsidy amount shall be deducted from the Termination Payment (including the Additional Termination Payment) due to the bidder in the event of bidders or authority default.</p> <p>The proportionate subsidy deductible =</p> $\frac{\text{(Amount of subsidy transferred by the BEST x No. of months balance to complete the contract)}}{144}$ <p>The above overrides the condition mentioned at Schedule VI- 1 (D) in respect of encashment of bank guarantee in lieu of subsidy.</p>
25.3	<p>Termination Payment, not being Additional Termination Payment, due and payable under the Agreement shall be limited to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of the Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Successful Bidder shall notify to BEST, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to BEST, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost.</p> <p>25.3 A Additional Termination Payment due and payable in respect of Real Estate Development (as defined in the Agreement) forming part of Specified Assets (as defined in the Agreement) shall be limited to the lowest of:</p> <p>(a) Adjusted Depreciated Value (as defined in the Agreement);</p>

	<p>(b) the replacement value thereof, as assessed by an Approved Valuer (as defined in the Agreement), who shall be selected and appointed by the Authority, within 15 (fifteen) days of Termination, for submitting his assessment within 30 (thirty) days of his appointment hereunder; and</p> <p>(c) [40% (forty per cent)] of the sum of Total Project Cost, if any.]]</p>
25.4	<p><u>Other rights and obligations of the BEST</u></p> <p>25.4.1 Upon Termination for any reason whatsoever, BEST shall:</p> <p>(a) take possession and control of the Buses and Maintenance Depots forthwith;</p> <p>(b) take possession and control of all materials, stores, implements, plants and equipment on or about the Maintenance Depots;</p> <p>(c) be entitled to restrain the Successful Bidder and any person claiming through or under the Successful Bidder from entering upon the Maintenance Depots or any part of the BEST premises;</p> <p>(d) require the Successful Bidder to comply with the Divestment Requirements set forth in Clause no. 25.7 of this Corrigendum hereinabove; and</p> <p>(a) succeed upon election by BEST, without the necessity of any further action by the Successful Bidder, to the interests of the Successful Bidder under such of the Project Agreements as BEST may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date BEST elects to succeed to the interests of the Successful Bidder. For the avoidance of doubt, the Successful Bidder acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Successful Bidder and such Contractors, and BEST shall not in any manner be liable for such sums. It is further agreed that in the event BEST elects to cure any outstanding defaults under such Project Agreements, the amount expended by BEST for this purpose shall be deducted from the Termination Payment.</p> <p>25.4.2 <u>Provision of Spares upon Termination</u></p> <p>i) The Successful Bidder shall provide to BEST, free of charge, an inventory of Spares along with the Maintenance Depots transferred under this clause. The inventory shall comprise of Spares equivalent to one-half of the average annual consumption of Spares in the Buses and at the Maintenance Depots during the preceding [3 (three)] Years. For this purpose, the Successful Bidder shall compute the total consumption of each Spare, during the preceding [3 (three)] Years and divide the same by [3 (three)] for arriving at the average annual consumption, and all fractions shall be rounded off to the nearest whole number.</p> <p>ii) Without prejudice to the provisions of this Clause, BEST may, in its discretion, require the Successful Bidder to provide an additional inventory of Spares, equivalent in all respects to the inventory of Spares. The inventory shall comprise of Spares equivalent to one-half of the average annual consumption of Spares in the Buses and at the Maintenance Depots during the preceding [3 (three)] Years. For this purpose,</p>

	<p>the Successful Bidder shall compute the total consumption of each Spare, during the preceding [3 (three)] Years and divide the same by [3 (three)] for arriving at the average annual consumption, or such proportion thereof as the Parties may by mutual agreement determine.</p> <p>iii) All Spares provided by the Successful Bidder under this Clause shall carry a warranty of [30 (thirty)] months from their delivery or [24 (twenty four)] months from the date of its repair or replacement whichever is earlier, as the case may be, free of cost to BEST. The terms of such warranty shall be determined in accordance with Good Industry Practice.</p>
25.5	<p><u>Survival of rights</u></p> <p>Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.</p>
25.6	<p><u>Process after taking over the assets by BEST after termination :</u></p> <p>Upon termination of contract either due to Default of Successful Bidder Or BEST,</p> <ul style="list-style-type: none"> * BEST shall take over the assets after following due processes under the contract * BEST may initiate procedures to operate the buses through any other third party. However, OEM shall be necessarily a part of the new arrangement for the maintenance of buses for balance period of the contract. <p style="text-align: center;"><i>Or in the alternative:</i></p> <ul style="list-style-type: none"> * i) BEST may in its own discretion operate the Buses on its own accord by hiring of operational staff or in such manner as it deems fit in public interest. ii) Responsibility of Maintenance of Buses shall be with the OEM for the balance period of contract. iii) The Bidder through its OEM (on the OEM's Letter-Head) shall quote a separate Cost in Rs. per km for Annual Maintenance Contract (AMC) towards the maintenance of the Electric buses in Annexure-V. It is further hereby clarified that the Bidder should be authorized to quote for the OEM its products (if any) and support. iv) On termination for any reason whatsoever, BEST (for the efficient maintenance of the Buses) shall enter into agreement and place Work-Order on the OEM for maintenance of Buses for the further period of the contract as remaining after the termination. Thus, the Successful Bidder and the OEM, both agree that upon earlier termination of the Agreement for any reason whatsoever, the OEM shall execute the aforesaid agreement with BEST and shall necessarily assure and ensure continuity in maintenance of the Electric Buses till end of the Contract Period on the terms and conditions as enumerated herein, failing which the Successful Bidder shall not be eligible for making any Termination Payments as may be due under the Clause no. 25. v) Upon Termination, to be eligible for termination payments, the Successful Bidder and OEM also agree to keep a Deposit in form of Performance Bank Guarantee @ 10% of the Contractual Value of such quoted Total Contract Value towards maintenance of

	<p>the Electric Buses for the Balance Contractual period. In the alternative, such amount towards Performance Guarantee may be deducted from the termination payments. The Performance Guarantee amount / Bank Guarantee shall be returned to the OEM after faithful execution at the end of the Contract Period.</p> <p>vi) Thereafter BEST shall make payments to the OEM for the maintenance services rendered by the OEM and accepted by BEST. The payment will be as per the cost quoted and accepted by BEST herein. No payment for such maintenance services shall be made to the Successful Bidder.</p> <p>This AMC cost shall not be considered for purpose of Financial Evaluation.</p>
25.7	<p><u>Divestment Requirements</u></p> <p>1. Upon Termination, the Successful Bidder shall comply with and conform to the following divestment requirements (the "Divestment Requirements"), no later than [15 (fifteen)] days from the date of Termination:</p> <ul style="list-style-type: none"> (b) Deliver forthwith the actual or constructive possession of the Buses, free and clear of all Encumbrances; (c) Cure all Buses of all defects and deficiencies so that the Buses are compliant with the Maintenance Obligations and make the buses in roadworthy condition to ensure the bus remains fit for operation; however the condition of the bus shall be such that life extractable out of it is available for balance period of contract; provided that if such defects and deficiencies have arisen on account of accident, vandalism, arson, riot or natural calamity occurring no earlier than [120 (one hundred and twenty)] days prior to such Termination or expiry of the Agreement Period, BEST shall grant to the Successful Bidder such additional time, not exceeding [240 (two hundred forty)] days, as may be reasonably required for repair and rectification thereof (d) Deliver and transfer relevant records, [Intellectual Property] and reports pertaining to the Buses including all software and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date so as to enable BEST to operate and maintain the Buses, and execute such deeds of conveyance, documents and other writings as BEST may reasonably require in connection therewith. [For the avoidance of doubt, the Successful Bidder represents and warrants that the Intellectual Property shall be adequate and complete for the operation and maintenance of the Bus and shall be assigned or licensed to BEST free of any Encumbrance]; (e) Transfer and/or deliver all Applicable Permits in respect of the Buses, to the extent permissible under Applicable Laws; <ul style="list-style-type: none"> f) Execute such deeds of conveyance, documents and other writings as BEST may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Successful Bidder in respect of the outstanding insurance claims to the extent due and payable to BEST; (g) Execute such deeds of conveyance, documents and other writings as BEST may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Successful Bidder in the Buses; and (h) Comply with all other requirements as may be prescribed or required under

	<p>Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Successful Bidder in the Buses free from all Encumbrances, absolutely unto BEST or to its nominee.</p> <p>2. Subject to the exercise by BEST of its rights under this Agreement or any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Successful Bidder, the Parties shall continue to perform their obligations under this Agreement notwithstanding the giving of any Termination Notice until the Termination of this Agreement becomes effective in accordance with its terms.</p> <p>3. <u>Inspection and cure</u> :</p> <p>Not earlier than [90 (ninety)] days prior to Termination but not later than [15 (fifteen)] days prior to the effective date of such Termination, BEST shall verify, after giving due notice to the Successful Bidder specifying the time, date and place of such verification and/or inspection, compliance by the Successful Bidder with the Maintenance Obligations, and if required, cause appropriate tests to be carried out at the Successful Bidder's cost for this purpose. The Successful Bidder shall at its own cost and expense, cure defaults if any, in the Maintenance Obligations and the provisions of termination clauses shall apply, <i>mutatis mutandis</i>, in relation to curing of defects or deficiencies under this clauses.</p>
26	NOTICES:
26.1	Notice from the Successful Bidder to BEST shall be served on the Officer, i.e. Chief Manager (Transport) personally or by registered post addressed to BEST at their office address of Wadala Bus Depot, Traffic Dept., first floor, Tilak Road, Dadar, Mumbai-400 014.
26.2	If to the Successful Bidder at the last notified address as communicated in writing by the Successful Bidder.
26.3	All notices under this Agreement shall be in English
26.4	<p>All notices shall be sent by registered post, email or by fax. Any notice, request, demand or other communication delivered to either BEST or the Successful Bidder shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if:-</p> <ol style="list-style-type: none"> 1. sent by e-mail, when confirmation of its transmission has been recorded by the sender's email account. 2. sent by registered post then on the actual date of delivery as evidenced under the receipt acknowledgement card sent along with the registered post 3. sent by facsimile transmission (FAX), it shall be deemed served on the day of its transmission if transmitted prior to 4.00 pm, or if it is transmitted after this time on the day in question then it shall be deemed served on the next working day.
27	<u>FORCE MAJEURE</u>
27.1	<p>Force Majeure</p> <p>As used in the Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean, save and except as expressly provided otherwise, occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined</p>

	<p>in Clauses 27.2, 27.3 and 27.4, respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under the Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.</p>
27.2	<p>Non-Political Event</p> <p>A Non-Political Event shall mean one or more of the following acts or events:</p> <p>(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Depot Sites);</p> <p>(b) strikes or boycotts (other than those involving the Operator, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of [24 (twenty four)] hours and an aggregate period exceeding [7 (seven)] days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 27.3;</p> <p>(c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;</p> <p>(d) any delay or failure of an overseas Contractor to deliver the Buses or equipment in India if such delay or failure is caused outside India by any event specified in Sub-clause (a) above and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;</p> <p>(e) any judgement or order of any court of competent jurisdiction or statutory authority made against the Operator in any proceedings for reasons other than (i) failure of the Operator to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of the Agreement, or (iv) exercise of any of its rights under the Agreement by the Authority;</p> <p>(f) the discovery of geological conditions, toxic contamination or archaeological remains on the Site or the Depot Sites that could not reasonably have been expected to be discovered through a site inspection; or</p> <p>(g) any event or circumstances of a nature analogous to any of the foregoing.</p>
27.3	<p>Indirect Political Event</p> <p>An Indirect Political Event shall mean one or more of the following acts or events:</p> <p>(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;</p> <p>(b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not</p>

	<p>feasible;</p> <p>(c) industry-wide or State-wide strikes or industrial action for a continuous period of [24 twenty four]] hours and exceeding an aggregate period of [7 (seven)] days in an Accounting Year (as defined in the Agreement);</p> <p>(d) any civil commotion, boycott or political agitation which prevents production and assembly of Buses or fulfilment of Maintenance Obligations (as defined in the Agreement) by the Operator for an aggregate period exceeding [15 (fifteen)] days in an Accounting Year (as defined in the Agreement);</p> <p>(e) failure of the Authority to permit the Operator to continue its construction works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;</p> <p>(f) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;</p> <p>(g) any Indirect Political Event that causes a Non-Political Event; or</p> <p>(h) any event or circumstances of a nature analogous to any of the foregoing.</p>
27.4	<p>Political Event</p> <p>A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:</p> <p>(a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Clause 14.18 and its effect, in financial terms, exceeds the sum specified under Clause 14.18.1;</p> <p>(b) compulsory acquisition in national interest or expropriation of any Project Assets (as defined in the Agreement) or rights of the Operator or of the Contractors (as defined in the Agreement);</p> <p>(c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Operator or any of the Contractors to perform their respective obligations under the Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Operator's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;</p> <p>(d) any failure or delay of a Contractor (as defined in the Agreement) but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor; or</p> <p>(e) any event or circumstance of a nature analogous to any of the foregoing.</p>

27.5	Duty to report Force Majeure Event
27.5.1	<p>Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:</p> <p>(a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause 27 with evidence in support thereof;</p> <p>(b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under the Agreement;</p> <p>(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and</p> <p>(d) any other information relevant to the Affected Party's claim.</p>
27.5.2	<p>The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than [7 (seven)] days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under the Agreement.</p>
27.5.3	<p>For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular [(and not less than weekly)] reports containing information as required by Clause 27.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.</p>
27.6	<p>Effect of Force Majeure Event on the Contract</p> <p>27.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date (as defined in the Agreement), the period set forth in the Agreement for fulfilment of Conditions Precedent (as defined in the Agreement) and for achieving the Appointed Date shall be extended by a period equal in length to the duration of the Force Majeure Event.</p> <p>27.6.2 At any time after the Appointed Date (as defined in the Agreement), if any Force Majeure Event occurs, the Contract Period shall be extended by a period, equal in length to the period during which the Operator was prevented from performing its obligations.</p>
27.7	<p>Allocation of costs arising out of Force Majeure</p> <p>27.7.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.</p> <p>27.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the "Force Majeure Costs") shall be allocated and paid as follows:</p> <p>(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;</p>

	<p>(b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Operator, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Operator; and</p> <p>(c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Operator. For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses (as defined in the Agreement), any increase in the cost of Construction Works on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include loss of income or debt repayment obligations and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.</p> <p>27.7.3 Save and except as expressly provided in this Clause 27, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.</p>
27.8	<p>Termination Notice for Force Majeure Event</p> <p>If a Force Majeure Event subsists for a period of [180 (one hundred and eighty)] days or more within a continuous period of [365 (three hundred and sixty five)] days, either Party may in its discretion terminate the Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Clause 27, and upon issue of such Termination Notice, the Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant [15 (fifteen)] days' time to make a representation, and may after the expiry of such [15 (fifteen)] days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.</p>
27.9	<p>Termination Payment for Force Majeure Event</p> <p>27.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.</p> <p>27.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to:</p> <p>(a) Debt Due less Insurance Cover (as defined in the Agreement); provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due;</p> <p>(b) 110% (one hundred and ten per cent) of the Adjusted Equity (as defined in the Agreement);</p>

	<p>And (c) an amount equivalent to the Additional Termination Payment less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in computation of the amount payable hereunder.</p> <p>27.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Operator in an amount that would be payable under Clause 25, as if it were an Authority Default.</p>
27.10	<p>Dispute resolution</p> <p>In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.</p>
27.11	<p>Excuse from performance of obligations</p> <p>27.11.1 If the Affected Party is rendered wholly or partially unable to perform its obligations under the Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:</p> <p>(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;</p> <p>(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and</p> <p>(c) when the Affected Party is able to resume performance of its obligations under the Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.</p> <p>27.11.2 The Parties agree that the Operator shall develop alternate or standby arrangements for provision of goods and services in accordance with Good Industry Practice (as defined in the Agreement) and failure on this account shall not excuse the Operator from performance of its obligations hereunder.</p>
28	<p>DISPUTE RESOLUTION MECHANISM (ARBITRATION):</p>
28.1	<p>28.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 28.2.</p> <p>28.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of the Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.</p>
28.2	<p>Conciliation</p> <p>In the event of any Dispute between the Parties, either Party may call upon a mutually</p>

	<p>accepted person to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by such person or without the intervention of such person, either Party may require such Dispute to be referred to the GM,BEST/authorized representative of BEST, and the Chairman of the Board of Directors of the Operator for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 28.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 28.3.</p>
28.3	<p>Arbitration</p> <p>28.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 28.2, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 28.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the Mumbai Centre for International Arbitration (the "Rules"), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration Act. The place of such arbitration shall be Mumbai, and the language of arbitration proceedings shall be English.</p> <p>28.3.2 There shall be an arbitral tribunal comprising 3 (three) arbitrators, of whom each Party shall select 1 (one), and the third arbitrator shall be appointed by the 2 (two) arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.</p> <p>28.3.3 The arbitral tribunal shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 28 shall be final and binding on the Parties as from the date it is made, and the Operator and the Authority agree and undertake to carry out such Award without delay.</p> <p>28.3.4 The Operator and the Authority agree that an Award may be enforced against the Operator and/or the Authority, as the case may be, and their respective assets wherever situated.</p> <p>28.3.5 The Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.</p>
28.4	<p>Adjudication by a tribunal</p> <p>In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the Operator and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 28.3, be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.</p>
29	<p>GOVERNING LAW AND JURISDICTION:</p> <p>This Tender and Contract shall be governed and interpreted in accordance with the laws of India and shall be subject only to the jurisdiction of the Mumbai Courts.</p>
30	<p>NOTIFICATION OF AWARD OF TENDER</p>
30.1	<p>Prior to expiry of the Bid Validity Period, BEST shall notify the Bidder that it has been</p>

	selected as the Successful Bidder through a letter that its Bid has been accepted. This letter ("Letter of Award"/"LOA") shall be issued, in duplicate
30.2	Successful 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 Successful Bidder is not received by the stipulated date, BEST may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible and qualified Bidder may be considered.
31	Signing of Agreement
31.1	After acknowledgement of the LOA by the Successful Bidder, BEST and the Successful Bidder shall execute the Agreement within a period prescribed of 30 days from the date of LOA and the Successful Bidder shall submit the performance security in the manner mentioned herein.
31.2	On failing to sign the Agreement within the stipulated period, for each day of delay beyond the aforesaid period of 30 days from the date of issue of LOA, a penalty of Rs. [1000]/- per day of delay would be levied by BEST, if the delay is on account of Successful bidder for a period of upto 45th day from the date of issue of LOA. In case, the Successful Bidder fails to execute the Agreement within the aforesaid period of 45 days, BEST reserves the right to terminate the contract and forfeit the Bid Security submitted by the Successful Bidder.
31.3	On signing the Agreement, the Successful Bidder shall bind itself to all the terms and conditions of the Contract.
31.4	The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the said Agreement. The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Mumbai in accordance with applicable law, and submit the same in two copies duly stamped and executed within fifteen (15) days from the same being stamped. Stamp Duty, and registration charges (if applicable) as may be levied under applicable law, shall be paid by the Successful Bidder including an amount of Rs. 10000/- being the cost of preparation of the Agreement in duplicate shall be paid by the Successful Bidder to BEST within seven days from the date of acceptance letter. In the event of a bid of a partnership firm/company being accepted, the contract/ agreement shall be signed by all the Partner/Directors of the firm/company or by competent person on behalf of the firm/company, subject to production of the necessary resolution /power of attorney or any other documents in support thereof.
32	Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Bidder/Successful Bidder or its consortium member, agent or servant to any one on its or on their behalf to any officer, or employee of BEST or to any person on its or on their behalf in relation to obtaining or execution of this Tender/Contract or any other Tender/Contract with BEST shall, in addition to any criminal liability which the Successful Bidder may incur, upon the present Contract and all other contracts with BEST being rescinded, BEST shall be entitled to deduct the amount so payable from any monies due to the Successful Bidder under the Contract or any other Contract with BEST. The Bidder/Successful Bidder shall not lend or borrow from or enter into any monetary

	<p>dealings or transactions either directly or indirectly with any employee of BEST, in which event BEST shall be entitled to take the actions as stipulated above, in addition to all other legal remedies available to it under law.</p> <p>Any question of dispute as or to the commission of any offence or compensation payable to BEST under this clause shall be settled by the General Manager of BEST or any other officer duly appointed by him in this regard from time to time, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive.</p>
33	Successful Bidder's responsibility against all claims, actions, losses, etc.:
33.1	<p>The Successful Bidder alone shall be solely liable for any claim arising out of any accident, damages or loss or hurt caused during the operation of the Bus.</p> <p>B.E.S.T shall not be liable for any claims arising out of the use/operation of the Buses, including claims made in connection with the or loss of life sustained by passengers, bus crew or any other road user or to any property/person.</p> <p>Besides, all tortuous liability if any, shall be borne by the Successful Bidder or the insurer of the bus themselves to the exclusion of BEST.</p> <p>However the accidents should be reported to the B.E.S.T office/ concerned Depot, immediately on the occurrence of such accident, failing to which suitable action will be initiated.</p>
33.2	<p>BEST may, if ordered by the court of competent jurisdiction/authority make payment of ex-gratia amount to the victims in event of accident of such Buses while on BEST operations as per the BEST's prevailing norms which shall be recovered from any amounts due to the Successful Bidder or from the Security Deposit or Bank Guarantee, if the Security Deposit is not sufficient to satisfy such claim. Further, Successful Bidder should make prompt payment of no fault liability or any other claim under the law for such accident victims.</p> <p>In case of non-payment or non-recovery of such amount by BEST within 15 days, interest at the rate of [1% (one percent) above the Bank Rate] per annum calculated for each day's delay in making the payment subject to maximum of [1 (one)] month of period from the date they become payable to the BEST shall also be recoverable. It is clarified that any delay of a period exceeding [30 (thirty)] days shall be regarded as a Successful Bidder default.</p>
33.3	<p>It shall be the responsibility of the Successful Bidder to produce at its own cost, the driver/bus before the court of competent jurisdiction if ordered so and before the police authorities whenever required in case of accident or any other contingencies or on order or directions by the judicial or executive authorities</p>
34	Indemnity to BEST
	<p>On the award of contract the Successful Bidder shall submit an Indemnity Bond (executed on non judicial stamp paper of Rs.500, if executed in Mumbai) as for the entire Contract Validity Period in the format approved by BEST duly notarized prior to execution of the Contract. The said indemnity bond shall specify mention the following:</p>
34.1	<p>The Successful Bidder shall indemnify BEST in respect of liabilities or claims arising under the Applicable Laws, including Motor Vehicles Act, 1988 Motor Transport Workers' Act, 1961, Employees' Provident Funds & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948 and any other claims which may occur against, be charged to or recoverable from B.E.S.T and its directors, officers, employees and agents during of operation of buses for the tenure of the Agreement, , including all</p>

	costs and expenses incidental thereto by reason of death or injury to any person or damage to or loss of property
34.2	<p>the Successful Bidder shall fully indemnify, hold harmless and defend BEST from and against any and all loss and/or damages arising out of or with respect to:</p> <p>(a) failure of the Successful Bidder to comply with Applicable Laws and applicable permits;</p> <p>(b) payment of taxes required to be made by the Successful Bidder in respect of the income or other taxes of the Successful Bidder's contractors, suppliers and representatives; or</p> <p>(c) non-payment of amounts due as a result of materials or services furnished to the Successful Bidder or any of its contractors which are payable by the Successful Bidder or any of its contractors.</p> <p>(d) the Successful Bidder shall fully indemnify, hold harmless and defend BEST from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which BEST may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Successful Bidder in performing its obligations or in any way incorporated in or related to the Project</p>
34.3	<p>The Successful Bidder / BEST shall notify one another of any or all claims and legal actions connected with these operations and lodged against them and will supply each other with any supporting documents and relevant information thereof.</p> <p>The Successful Bidder agrees that it shall and its insurers shall handle, resolve, settle or defend any and all claims (raised against BEST) arising out of or connected with the Agreement to be executed with BEST.</p> <p>BEST agrees to consult and cooperate in the handling, resolution, settlement or defense of all such claims.</p>
34.4	<p>Notwithstanding anything stated herewith, BEST shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder by the Successful Bidder, and reasonable costs and expenses thereof shall be indemnified by the Successful Bidder.</p>
35	<p>Reimbursement of the charges paid by BEST on behalf of the Successful Bidder:</p> <p>If the Successful Bidder fails to pay any compensation, charges, statutory payments, insurance premium etc. and BEST has to pay these charges, in such an instance, the Successful Bidder should reimburse to BEST within 15 days from the date of demand, the amount paid by the BEST and reserves the right to deduct the same amount from the Security Deposit cum performance guarantee, Bank Guarantee or payment due to the Successful Bidder from BEST.</p>
36	<p>Transfer of right:</p> <p>The Successful Bidder shall not assign, under-let, sub-let the contract or assign or transfer in any way the rights and obligations under the Contract to any third person or persons or firm or agency or company. The Successful Bidder shall not sublicense or sublet the whole or any part of Depot Sites/parking spaces/terminals or any other</p>

	<p>infrastructure belonging to BEST, save and except as may be expressly set forth in the Agreement.</p> <p>The Original equipment manufacturer (OEM) or aggregator as sole bidder or Lead bidder of the Consortium shall be permitted for outsourcing/availing services of service providers for operating, maintenance activities etc. They may also be permitted to appoint drivers and staff through itself for any third party. In order to provide effective services, the OEM or aggregator or such Consortium/ aggregator as the case may be may select/change its service provider/s during the contract period. The OEM or aggregator or such Consortium as the case may be shall be responsible and liable to ensure the successful completion of the entire project throughout the contractual period and shall also be liable for the scope of work and all deliverables under this Tender. The OEM or aggregator or such Consortium as the case may be confirms acceptance of full responsibility for executing the "Scope of work" and meeting of all obligations of this Tender.</p>
37	Transfer of ownership of bus:
37.1	The Successful Bidder shall at no time during the term of the Contract transfer the ownership of the bus to any third party without the consent of BEST. In the event that the Successful Bidder has procured the bus under a loan from any bank/financial institution, BEST shall be informed of the same within 3 days of obtaining of such loan in writing and such notification shall mention the loan amount relevant bus details and the name of the bank with its complete address. Further the Successful Bidder shall be liable for payment of installments to the bank/financial institution as and when they fall due for payment and BEST shall in no manner be liable for such payments.
37.2	The Successful Bidder agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of Buses shall remain with the Successful Bidder and it shall cause all Buses to be registered in its name.
38	ESCROW Account
38.1	BEST shall within 30 days from the date of execution of the Contract open and establish an account (the " ESCROW Account ") with a nationalized bank (the " ESCROW Bank ").
38.2	For the purpose of opening and operating an ESCROW Account, BEST shall enter into an Agreement with the Operator and the ESCROW Bank ("the ESCROW Agreement") in accordance with the format provided in Annexure-O to this Agreement. The ESCROW Agreement shall remain in full force and effect until the ESCROW Account is not discharged in accordance with the terms contained thereof.
38.3	BEST shall deposit an amount equivalent of two months dues to the operator in the ESCROW Account.
38.4	<p>The ESCROW Account shall only be operated by BEST and all payment to Operator including Fee, subsidy etc shall happen in a Operator Designated Account as informed by Operator and Senior Lender/ Lender's Representative from time to time.</p> <p>(Deposits and withdrawals of the all the payment in relation to operator's fee, subsidy and other payment shall be made in accordance with the escrow agreement to be executed with the operator and the Authority in accordance with the Contract. It is hereby clarified that the fares/revenue collected through the operation of buses will not be deposited in the escrow account.)</p>

38.5	Notwithstanding anything to the contrary contained in the ESCROW Agreement upon termination of the Agreement, all amounts standing to the credit of the ESCROW Account shall be appropriated by BEST.
39	<p>Annual Safety report</p> <p>The Successful Bidder shall submit Annual report with detailed listing and analysis of all accidents occurring on account of the buses or in the maintenance depots during the preceding accounting year and measures taken by Operator for averting or minimizing such accidents in future.</p> <p>Once in every accounting year, a safety audit will be carried out by Undertaking and Undertaking's recommendations shall be implemented by the Operator in accordance with safety requirements as well as Applicable laws.</p>
40	<p>Ensure that all applicable laws including but not limited to the Minimum Wages Act, 1948, Child Labour (Prohibition and Regulation) Act, 1986, Workmen's Compensation Act, 1923, Payment of wages Act, 1936, Contract Labour Act, 1970, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Payment of Gratuity Act, 1972, Employees State Insurance Act. 1948, are complied with in relation to the appointment, hire, recruitment, of any personnel (whether on temporary, contractual or permanent basis) required in relation to the operation and maintenance of bus service. The relevant records shall be maintained by the Operator to ensure compliance with the aforesaid regulation and shall be submitted after every quarter of bus operation along-with monthly invoices or made available as and when required by BEST.</p>

SCHEDULE-VII

EVALUATION OF BIDS & MATCHING OF RATES

The offers received against this tender shall be evaluated as follows:

1. **EVALUATION OF OFFERS:**

The offers received against this tender shall be evaluated as follows:

- 1.1 Firstly only Techno-commercial bids will be opened on the 2nd day of the bid ending date as displayed on the tender website, i.e. <https://mahatenders.gov.in>

The technical information and documents uploaded by the Bidders will be downloaded and thoroughly scrutinized to determine the technical suitability of the bids received.

- 1.2 Price bids of only those tenderers, whose offers are found to be technically suitable, shall be opened on the bid opening date displayed on the tender site. After opening of price bids, the tenderers may match their gross rates with that of the Lowest individual Offer (LAO) gross rate till the 'Matching end date' mentioned in the Tender document.

Note: The tenderers whose offers are found to be technically unsuitable shall be able to see the reasons for the unsuitability of their offers, only.

- 1.3 The gross rate of items shall be calculated from the basic rate and taxes quoted by each technically suitable tenderer and as displayed on the e-tender site after the opening of price bids. The gross rates mentioned above shall include the basic rates quoted, GST, etc.

- 1.4 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

2. **MATCHING OF RATES:**

- 2.1 After due diligence, a tenderer may decide to match their basic/gross rates with that of LAO for individual

- 2.2 The confirmation towards matching of their offer with LAO in affirmative/negative shall be given by the tenderers through E-mail from the 'Matching start date' to 'Matching end date' mentioned in the tender document.

- 2.3 The rates indicated in the original offer shall not be considered as valid once the rates are matched with LAO and if such offers are recommended, the rates on the Purchase Orders, the revised basic rates shall be calculated on the basis of quoted taxes, etc.

- 2.4 If while matching, the tenderers offer rates lower than LAO, it will be presumed that they have matched the rates and no special consideration will be given. However, if they become eligible for the orders, the advantage of special rates offered by them will be taken.

- 2.5 If while matching, the tenderers offer rates which are lower than originally quoted rates, but higher than LAO, it will be presumed that they have not matched the rates and will not be considered for orders.
- 2.6 If while matching, the tenderers offer rates which are higher than their originally quoted rates, it will be presumed that they have backed out from the tender and Bank Guarantee for Earnest Money Deposit submitted by them will be encashed and forfeited.

SCHEDULE-VIII
REQUIREMENTS & TENDER EVALUATION CRITERIA

1 **TENDER QUANTITY :**

Description	Quantity (in Nos.)
Hiring Charges in `Rs. per Km. for DD AC Electric Buses with minimum assured kms of 60000 Kms. per year	200

2. **TENDER EVALUATION CRITERIA:**

Evaluation, Matching of Rates & Allocation:

The tender will be allocated to the lowest ranked tenderer .The matching of rates will be asked from other tenderers. It will be considered only in case LAO backs out from the tender.

SCHEDULE-IX
TECHNICAL SPECIFICATION

SECTION-1: GENERAL

The Brihan-Mumbai Electric Supply & Transport Undertaking (BEST) is a Local Authority, engaged in the service activity of Public Passenger Transport (covering the areas in the city of Mumbai and its extended suburbs as well as to the neighboring corporations of Navi Mumbai, Thane & Mira-Bhayandar) and Distribution of Electricity within the island city of Mumbai.

BEST is inviting bids for **Operation of Stage Carriage Services for public transport of 200 DD AC Electric buses (with Driver)** in the city of Mumbai & its extended Suburbs on Gross Cost Contract (GCC) model on 'Rupees per kilometer,' basis for yearly assured 60000 kms.

The Successful Bidder has to own, procure, maintain & operate these buses on the routes selected by BEST.

Technical Specifications of DD AC Electric buses under Wet Lease mode

1. Preamble:

This specification details the technical requirements of 200 DDAC fully built Electric buses under Wet Lease Scheme

These buses are intended to provide reliable stage carriage service for 12 years in the Mumbai City duty cycle operation.

2. Scope:

These buses will be used on trunk and feeder routes in Mumbai city and suburban sections having scheduled stop density of 1.8 stops per km.

Bus design would be suitable for daily operation of 18 to 20 hours in Mumbai city & Suburban sections with seating capacity of about 85 passengers (Seating + Standees) in Electric buses in DD AC Electric buses (each passenger weighing 68 Kgs on an average and carrying a load of 7kgs. each), with frequent starts/stops, say, after every 400 to 600 mtrs.

(Seating and standee capacity would be certified as per the pay load and standee space availability in the bus as per CMVR and AIS052.)

The bus design should be energy efficient, environment friendly, safe, efficient and reliable besides meeting all statutory, CMVR, legal and other requirements including Bus Body Code, UBS-II, as also those related to easy passenger accessibility including for persons with disabilities (PwDs), passenger comfort, driver's workplace, internal and external aesthetics, ease of repair and maintenance etc.

Offered bus Specifications would comply with all applicable Central, State and local laws (including Acts, Rules & Regulations). These would include, but not be limited to, the provisions of Disability Act 1995 as amended till date as well as state and local accessibility, safety, noise and other requirements.

The bus would meet or exceed the Central Motor Vehicles Rules (CMVR) of India/Safety Norms, noise & other norms applicable at the time of supply. In the event of any conflict between requirements emanating from these specifications and those as per any statutory/legal, etc. in force, the superior/higher requirements/Standards would prevail.

General Design Features of the Bus:

Bus would generally be designed and manufactured in accordance with the CMVR specifications & 'Code of Practice for Bus Body Design and Approval' (AIS052A Same ended time to time)/ Maharashtra motor vehicle rules whichever is superior.

In addition, the bus design shall be in accordance with AIS-140 with some of parameters as per BEST requirement. Details of relevant standard followed would be indicated against each item.

3. Interior noise & passby noise:

The bus would be so designed as to maintain operational stability requirement as per Bus Code (AIS052), interior noise and pass by noise of the vehicle would conform to IS:12832:2010 or latest and BIS:3028:1998 as amended from time to time but while the bus in operation, the power train noise shall be such a minimum so as to feel the travelling passengers noise free environment in bus saloon.

ITS Device:

The ITS project is being implemented presently by BEST Undertaking appointed ITS Service Provider which includes Automated Vehicle Locating System(AVLS),Passenger Information System (PIS) etc for City Bus Operation.

This Project is intended to enhance commuter satisfaction by improving reliability, safety and punctuality of bus operations The Undertaking intends each contracted Electric Bus shall come fitted with ITS Equipment such as PIS Display boards, Tracking Device & Panic button system. The Operator shall make necessary fitments for ITS on the buses provided under hiring as per BEST requirements given in specification sheet.

Integration requirement with Existing ITS

Operator shall mount ITS Equipment as above as per specs in given specs sheet in buses. Operator shall also ensure to supply equipment compatible with existing ITS System of the Undertaking so as to enable smooth integration. Operator shall integrate their ITS on buses with the ITS system of the Undertaking. Operator shall be responsible for regular maintenance ITS equipment installed by it during the Contract Period. Operator and Undertakings ITS provider shall share the inter facing protocols and Active Programming Interface with each other for smooth integration of ITS equipment provided by Operator with Undertaking's ITS.

4. Interior aesthetic view of bus

Interior of bus should be elegant & the colour of Vinyl flooring, Seat upholstery, side & roof inside lining shall be matching in colour scheme. BEST will finalize the colour at the time of proto type bus inspection.

Technical specifications DD AC Bus (Electric / Hydrogen mode) Compliant with the requirements of CMVR + AIS: 052 + AIS: 139 + AIS: 153

Sr.	Description	Technical Specification
	Bus characteristics Maximum Bus Floor height	400/650/900 mm
	Definition of Low Floor area	Low floor area shall not be less than 50% of the total saloon area (excluding front wheel boxes and driver's cab) and shall not be ramped in the longitudinal plane
1	Propulsion system	Electric mode
2	Type of Battery (In case of Electric mode)	Li-ion or Li-ion Phosphate Battery or Li NMC or superior.
3	Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min & max charging % Maximum Thirty Minutes Power (kW) Motor/s capacity	<p>Maximum Thirty Minutes Power (kW) It should be sufficient to provide requirements of Power, acceleration, maximum speed, and rated performance as per UBS II. No of Motors/ batteries as per the Bus Manufacturer's design.</p> <p>Electrical Regeneration required. Charging mode: AC or DC charging required. OFF board or ON board charging required.</p> <p>Charging time: 3 - 4 hours.</p> <p>Safety: Short circuit /over temperature/lightening protection mandatory</p> <p>Safety requirement for Electric buses shall meet as per AIS 038 (CMVR)</p> <p>CMVR certification mandatory</p> <p>It should be water proof as per applicable standard code.</p>
3.1	Battery cooling system	Efficient and robust battery cooling system calling for minimal maintenance
3.2	Battery life (No. of charging cycles)	Batteries to last for 5 to 7 years (This can be used as a guideline purpose)

Sr.	Description	Technical Specification
3.3	Battery Charging System	To be decided by the Bus Operator
3.4	Electric drive motor/s	Optimal rating, type, make, model of electric drive motor requiring minimum maintenance
3.5	Electric Propulsion System	Electric propulsion system motor rating / power sufficient to provide:
A	Rated performance at GVW in a stop/start urban operations	Geared maximum speed without speed limiter to be 75 kmph (without speed limiter) at GVW load, air conditioning and other sub-system operational
B	Acceleration (meter/sec ²)	As per AIS: 153
D	Maximum speed	As per CMVR
E	Minimum Operation Range per bus per day	Min. Operation Range per bus per day : 120 km in single charge (On actual condition with GVW and AC, 18 hours continuous)
F	Grade ability from stop at GVW	17%
G	Rated HP/torque preferably at lower rpm range	Maximum torque required at lower range of RPM and spread over a wider range of RPM Sufficient torque to meet the acceleration, gradability, AC and range requirement
H	Pass by noise norms	As per CMVR
I	Electric propulsion system	SOC with Vehicle Health Monitoring System. (Battery health + regenerative brake charging)
J	Electric propulsion system operational requirements	Electric propulsion system should be able to operate efficiently at ambient temperatures / environmental conditions of urban and sub-urban areas.
K	Electric propulsion system / subsystems location	Optional/ preferably Battery location below floor. Manufacturer may decide the location.
3.6	Transmission	Automatic / Drive
4	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission), if fitted.
5.1	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations (To be considered as a guideline)
5.2	Front axle	Heavy duty reverse Elliot type axle suitable for various

Sr.	Description	Technical Specification
		floor heights
6	Steering system	Hydraulic power steering with height and angle adjustment / Hydraulic power steering without height and angle adjustment
7	<u>Suspension system</u>	
7.1	Front	Air suspension
7.2	Rear	Air suspension
7.3	Anti-roll bars/stabilizers	Required at front and rear
7.4	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear
7.5	Kneeling (mm) applicable in case of air suspension (required only for 400 mm floor height buses)	60 mm entry/exit side severally & collectively (However, in case of wheel chair accessibility provision, this is optional.)
7.6	Controls (optional)	Electronically controlled air suspension system
8	Braking system	Mandatory ABS with Disc at front and Drum at rear OR disc brake at front and rear.
8.1	Anti-skid anti-brake locking system (ABS)	Mandatory.
8.2	Electronic controls	Required
9	Electrical system	24-volt DC
9.1	Batteries	Low maintenance type leads acid batteries for 24 V & Min 100Ah system- performances as per BIS: 14257-1995 (latest). 2X12V of commensurate capacity. Maintenance free batteries preferred. (latest)
9.2	Electrical wiring & controls -type	Multiplexing type -- As specified separately under ITS specifications and Conforming to IP 65/67. As per UBS II
10	Speed limiting device	Mandatory as per CMVR.
11	Tyres	Steel radial tube-less. Size and performance as per CMVR
12	Operating Range:	Presently the DD buses operate for around an average of 160-180 kms. per day (mostly uninterrupted). Keeping the above in mind, the EV manufacturers have to provide vehicles which can run 120 km in single charge (80 % SOC) for DD AC Buses in actual conditions for the relevant GVW with Air Conditioning. In case the successful bidder is unable to maintain uninterrupted operation of schedules for want of charging, then BEST shall take suitable action by levying additional penalty by non-payment towards assured kms for that

Sr.	Description	Technical Specification
		entire day per instance and if the instance keep on recurring for a long period of time then the BEST may resort to even termination of Contract.
13	Bus characteristics	
13.1	Bus dimensions' mm	
A	Overall length (excluding bumper)	9.5 m to 10.00 m
B	Overall width (sole bar/floor level- extreme points)	Maximum 2600 mm
C	Overall height (unladen - at extreme point)	As per CMVR, below 4600 mm
D	Wheel-base	5000-5100 mm
1	Front Overhang	As per design
2	Rear Overhang	As per CMVR
13.2	Maximum turning circle radius (mm)	As per CMVR
13.3	Floor height above ground (mm)	400/650/900
13.4	Clearances (mm)	
A	Minimum Axle clearance (mm)	Minimum 175 mm
B	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.
C	Minimum ground clearance (un-kneeled) at GVW	Within the wheelbase not less than 240mm.
13.5	Angles (degrees)	
A	Angle of approach (unladen)	Not less than 8.5°OR as per CMVR / AIS 052
B	Angle of departure (unladen)	Not less than 9.0°OR as per CMVR / AIS 052
C	Ramp over angle (half of break-over angle)	Not less than 4.8°OR as per CMVR / AIS 052
14	Bus Gates/Doors	
14.1	Type of doors	Power operated doors,

Sr.	Description	Technical Specification
		Front & Rear Door: JK doors
A	Operating mechanism	Electro pneumatically controlled
B	Opening/Closing time in seconds per operation (maximum)	4
C	Positions of door controls	On dashboard and also inside & outside of doors as per AIS 052.
D	Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory
14.2	Front service doors	
A	Minimum door aperture (without flaps) in mm	800
B	Minimum clear door width (fully opened) in mm	650 ± 50
C	Minimum door height in mm	1900mm
D	Positioning front service gate	Behind the front axle
E	Number of gates	1
14.3	<u>Rear service doors</u>	
14.3.1	Rear service doors location	Preferably behind rear axle
14.3.2	Rear service doors -	
A	Minimum door aperture (without flaps) in mm	Minimum 1200 mm or as per AIS 052
B	Minimum clear door width (fully opened) in mm	Minimum 1000 mm or as per AIS 052
C	Minimum Door height in mm	1900 or as per AIS 052
D	Positioning rear door	Behind rear axle
E	Number of gates	1
	Maximum first step height (mm) from ground -	

Sr.	Description	Technical Specification
14.4	unladen & un-kneeled position in buses with:	
A	Stepped type entry (maximum)	400 mm or as per AIS 052
14.5	Maximum height (mm) of other steps (where required)	
A	if door ahead of rear axle	250 mm (applicable only for 900 mm floor ht. buses) or as per AIS 052
B	if door behind rear axle	250 mm or as per AIS 052
14.6	Ramp for wheel chair at the gates	
A	Dimensions	Not required
B	Material	
C	Load carrying capacity (in kilograms)	
D	Device to prevent the wheel chair roll off the sides when the length exceeds 1200mm	
E	Device to lock wrapped up ramp	
F	Kneel ramp control: (applicable in reference of clause 7.3)	
G	Requirement for passengers with limited mobility	
1	Wheel chair anchoring - minimum for one-wheel chair	
2	Priority seats - minimum 2 seats	Required, location as per BEST requirement
H	Emergency doors/exits or apertures (Numbers)	As per AIS 052 and as per AIS 153.
	Dimensions in mm	As per AIS 052 and as per AIS 153.
	Intercommunication staircase	One intercommunication staircase from boarding platform to upper deck

Sr.	Description	Technical Specification
		One half stair case from lower deck to upper deck or As per AIS 139
I	Door closing requirements for bus movement -	Bus could move only after door closing completed
1	Power operated service door - construction & control system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while closing.	As per AIS 052
2	Door components	As per AIS 052
3	Door locks/locking systems/door retention items	As per AIS 052
4	Door hinges	As per AIS 052
15	Bus body	
15.1	Design type approval	As per CMVR + Annexure 3 of UBS II + AIS:052 + AIS:153 + AIS:139 Design type certificate of testing agency required to submit at time of proto type bus inspection
15.2	Bus structure - materials specifications etc.	<p>Aluminium material structure for sides of both decks and roofs M S structure at front and rear GI tubular frame for service doors, emergency door & driver door aperture</p> <p>Bulkhead structure of MS angles</p> <p>To meet the requirements of Annexure 3 of UBS II + AIS:052 + AIS:153 + AIS:139</p> <p>Outside panels incl roof top of Aluminium sheets</p> <p>Roof inside panels of Aluminium sheets</p> <p>Inside panels from seat rails to window top in both decks of stainless steel wrapped over Aluminium sheets</p>
15.3	Insulation	FR grade material as per IS 15061
A	Roof and side	FR Grade material glass wool, PU foam or thermocole.

Sr.	Description	Technical Specification
B	Battery pack compartment	As per AIS:052.
15.4	Floor type/Materials etc.	
A	Type of Floor	As per AIS:052 requirements.
B	Steps on floor	As per AIS:052 requirements.
C	Maximum floor slope	As per Bus AIS:052
D	Floor surface material	12 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 1.2 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 12mm/19mm thick
E	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS5509 for fire retardancy
15.5	Safety glasses and fittings:	
A	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, flat/curved with curved corners with PVB film IS 2553 (Part-2)- 1992/latest. Standard designs for each variant of buses to be followed. (Refer Annexure 1 of UBS-II)
B	Rear windscreen glass	Single piece flat/curved toughened glass- plain/flat/curved at centre & curved at corners – IS 2553 (Part 2) – 1992/Latest. Single piece flat / curved pasted glasses
C	Side windows:	Flat, 2-piece design-top fixed/sliding & bottom sliding toughened glass IS2553 (Part-2)-1992/latest OR Single piece flat/curved pasted glass
D	Glass specifications	Toughened glass IS2553 (Part-2)-1992/latest
	Glass thickness:	4.8-5.3mm
E	Window & other glasses - material specs, thickness etc.	Toughened as per IS:2553 (Part-2)–1992/latest of 4.8-5.3 mm thickness
F	Safety glass	As per CMVR
G	Rear view mirrors	As per CMVR
15.6	Seating and gangway etc.	

Sr.	Description	Technical Specification
15.6.1	Passenger seating for ordinary type-1 buses	As per AIS 052
A	Seat layout in the lower deck	2x2
B	Seat layout in the upper deck	2x2
C	Seat area/seat space per Passenger (width*depth) mm	400X350
D	Seat pitch - minimum (mm)	As per AIS 052
E	Minimum backrest height- from floor to top of seat/headrest	As per AIS 052
	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052
	Seat back rest height mm	As per AIS:023
F	Torso angle (degrees)	Minimum 12°
G	Seat materials	As per AIS:023, Seats with cushion at seat
H	Seat frame structure material where required:	As per AIS: 023 + Frame structure of ERW steel tube, seat tops shall have arrangement of fastening of lower end of vertical stanchions.
I	Free height over seating position (mm)	More than 900 as per AIS:052
	Seat base height:	As per AIS 052
J	Clearance space for seated Passenger facing partition (mm)	Minimum 350
K	Seat back/Pad material/Thickness:	Polyurethane Foam IS: 15061:2002
	Type:	MDI Moulded IS: 5509
	Upholstery:	Pile Fabric/Jekard 0.7-1.0 mm thickness
L	Area for seated passengers (sq. mm.) type 1	400X350
M	Area for standee	As per AIS 052

Sr.	Description	Technical Specification
	passengers (sq. mm.):	
N	Number of seats	70 seats (min) + driver
O	Number of standees	Calculation as per AIS 052
Q	Headrest	Not required
R	Seats side facing location	Not required except seats on wheel housings only if required
S	Seat arm	Seats opposite to service door and above wheel arches.
U	Individual seat row fans	Not required
W	Seat back rest	Fixed
X	Seat belts & their anchorage	As per CMVR
Y	Performance & strength requirements of:	Required
i	Driver seat	As per AIS 023
ii	Passenger seats	As per AIS 023
15.6.2	Gangway:	
A	Minimum interior height (Centre line of gangway)	As per AIS 139
B	Gangway width (mm)	Minimum 600 mm, will be measured from seat edge to seat edge.
E	Driver's work area	As per AIS 052
F	Driver's seat	As per AIS 023
16	Electrical system	As per CMVR & as per AIS 153. BIS marked, copper conductors with fire retardant as per IS/ISO:6722:2006 as per appropriate class. conductor x-sec varying as per circuit requirements, minimum cross-section 0.5 sq mm. quality marking may also be as per equivalent or better European, Japanese, US standards conforming to IP 67 Water & air tight for traction battery. For bus body building, multiplex wiring/ISO 6722.
16.1	Safety requirements of electrical	
A	Fuse	As per AIS 052
	Isolation switches for	As per AIS 052

Sr.	Description	Technical Specification
B	electrical circuits where RMS value of voltage exceeds 100 volts	
C	Location of cables away from heat sources	As per AIS 052
D	Type approval of circuit diagram as per standards related to electric equipment's/wiring	As per AIS 052
E	Battery cut - off switch (isolator switch):	As per AIS 052. Two nos. one Manual battery cut-off switch (Isolation switch) near batter compartment and another electronic type on drivers dash board.
16.2	Wind screen wiper:	As per CMVR: IS 15802
A	Wiper motor:	
B	Wiper arm/blade:	
16.3	Driver cabin fan	Required.
16.4	Lighting - internal & external and illumination	As per AIS 052 and AIS 153
16.5	Illumination requirements/performance of:	
A	Dash board tell-tale lighting/control lighting	As per AIS 052
B	Cabin lighting - luminous flux of all lamps for cabin Lighting	As per AIS 052 and AIS 153
C	Passenger area lighting - luminous flux of all lamps for Passenger area lighting	As per AIS 052 and AIS 153
17	ITS on bus	Compliance to AIS 140 Passenger Information system (PIS) consisting of three route/destination LED external display boards sizes as per AIS052 Passenger announcement system as per AIS052 Security Camera Network (SCN) with two camers in each

Sr.	Description	Technical Specification
		deck & one reverse camera with 48 hrs recording VTS/Panic button system as per AIS140 Panic button shall be provided in each row of seat on RH and LH
18	Safety related items:	
18.1	Driver seat belt & anchorage duly type approved.	ELR recoil type, 3 point mounting as per CMVR & AIS 052 conforming to AIS 005 & 015
18.2	Fire extinguisher:	FDAS plus 10 kgs fire extinguishers. (As per AIS 052/AIS 153)
18.3	First aid box:	1 number, as per provision of CMVR
18.4	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant of aluminium tubing 32 mm dia, 3 mm thick. rest as per AIS 052 OR MS tubing with sleeves
18.5	Handholds:	Colour contrasting and slip resistant. 2 to 4 numbers. Handholds per bay. Rest as per AIS 052
18.6	Stanchions:	Stainless steel tubing 32 mm. dia. Stanchions bottom shall be of fastening on top of seat frames
18.7	Bells for Passenger convenience	High visibility bell pushes shall be fitted at a height of 1.2 meter on all alternate stanchions. These would assist PwDs
18.8	Window guardrails:	NA
18.9	Entrance/Exit guard/Step well guard:	800 mm minimum height extending \geq 100mm more than centre line of sitting position of the Passenger.
18.10	Emergency exit doors, warning devices etc.:	R H Side emergency door mandatory Dimensions as per AIS 052/CMVR
18.11	Front/Rear door, step well lights, door open sign	As per AIS 052

Sr.	Description	Technical Specification
18.12	Mirrors right/left side exterior/interior:	As per AIS: 001 & 002. Interior with double curvature
18.13	Towing device front/rear	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30° of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring type Towing device front required
18.14	Warning triangle	As per CMVR
18.15	Bumpers - front and rear	Both made of steel or impact resistant polymer or combination of both meeting requirement of an energy absorbing system. FRP As per CMVR and AIS 052.
	Impact strength for bumpers	As per AIS 052
19	Miscellaneous items/requirements	
19.1	Windows	
A	Type of window	Windows are pasted / as per AIS 052 (AC)
B	Minimum height of window aperture in mm	≥ 950
C	Minimum height of upper edge of window aperture from bus floor	As per AIS 052
D	Minimum width of windows (clear vision zone)	As per AIS 052
19.2	Life cycle requirements of bus	12 years or 10,00,000 km
20	Maximum noise levels inside the saloon - test procedure as per AIS 020	As per requirement of AIS:153
21	Air conditioning system – Test procedure for type approval	
21.1	Specification	a) For up to 42°C of saloon temperature and b) For > 42°C of saloon temperature
21.2	Target result	a) 24± 4°C (up to 42°C) b) Temperature gradient of 15° (> 42°C of saloon

Sr.	Description	Technical Specification
		temperature) e.g. If the saloon temperature is 45°, then the target temperature inside the bus is 45° - 15° = 30°. c) Minimum average air velocity at air vent is 4.5 m/s.
21.3	Apparatus	Lab condition and heating chamber
21.4	Procedure	<ol style="list-style-type: none"> 1. Soak for 1 hour 2. At 2000 rpm 3. Upto 42°C: 2. pull down time 30 minutes (maximum) (for more than 42°C of saloon temperature, pull down time within 40 minutes (maximum)) 4. Thermocouple to be placed over place minimum 20 numbers. at nose level
21.5	Air Curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m ³ /hr at each gate. Type of air curtains at entry exit gates their power consumption etc be accounted for while deciding engine power, etc	Optional
22	Air circulations and ventilation in driver's area	Blower motor to be provided in driver cabin.
		Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment
23	Maximum noise levels inside the saloon (irrespective of AC, non-AC/fuel type/engine location)-test procedure as per AIS 020	As per the requirement of AIS 153.
24	Paint	Colour scheme as per BEST requirement

In case of non availability of model as per above specification , bidder can offer suitable model having similar operating range and seating capacity. CMVR / type approval certificate to be submitted at the time of proto inspection.

C) OTHER TECHNICAL REQUIREMENTS FOR DD ACELECTRICBUSES:					
1	The Bidders have to supply sufficient no. of chargers required for charging of 200 D D AC Electric buses with suitable capacity complying IES 621966-2.2011 or latest applicable shall be provided.				
2	The Bidder shall submit Technical Specification of Components/Systems of Electric Propulsion system and Submit the test certificate for the same components as per the prescribed standards from the notified testing Agencies like CIRT, ARAI, VRDE, etc				
3	All electrical wiring harness and accessories used on electric bus shall comply necessary automotive safety standards.				
4	All units & electrical accessories and wiring harnesses use on the bus shall be so mounted that they are easily Accessible and can be removed without disturbing other components. Further these accessories and wiring Harnesses shall be well protected to prevent ingress of water.				
5	Mandatory Certification Compliance and acceptance tests for Safety Components, Batteries, Buses and Requirements for Battery Charging Infrastructure Systems etc. by competent authority to be obtained.				
6	Mandatory Certification Compliance for Safety Components ,Batteries & Buses:				
7	The Bidder shall ensure the fitment of all electric propulsion system components on the bus confirming to National/International Standards. In case if the standards are not available, then it should confirm to the Companies standard based on sound technical information and Engineering practices.				
8	The Bidder shall undertake type testing of Traction Batteries fitted on the bus as per following mandatory AIS standard and submit copy of Approved certificate to the Undertaking.				
	<table border="1"> <thead> <tr> <th>AIS Standard</th> <th>Title</th> </tr> </thead> <tbody> <tr> <td>AIS-048</td> <td>Battery Operated Vehicles –Safety Requirements of Traction Batteries. These batteries for electric propulsion, technology should be compliant to nail Penetration test.</td> </tr> </tbody> </table>	AIS Standard	Title	AIS-048	Battery Operated Vehicles –Safety Requirements of Traction Batteries. These batteries for electric propulsion, technology should be compliant to nail Penetration test.
AIS Standard	Title				
AIS-048	Battery Operated Vehicles –Safety Requirements of Traction Batteries. These batteries for electric propulsion, technology should be compliant to nail Penetration test.				
9	The Buses shall meet all the above technical specification requirements. The buses shall be deemed satisfactory For operation only after the buses meet all the requirements prescribed above.				
10	The Bidder shall monitor the operation of these Buses and sort out the operational issues, if any.				
11	The bidder shall ensure safe & successful operation of these buses. In case of breakdown in these vehicle systems or battery charging infrastructure system, the Bidder shall immediately rectify the defects/replace parts and make the Buses, vehicle systems or charging system Operational as the case maybe.				
12	05 nos. of CCTV cameras with 48 hrs backup of footage & same to be integrated with the BEST's ITM System.				

SECTION-3: INSPECTION & TESTING:

1.	The Successful Bidder shall offer a Prototype bus for final inspection at their Works within 90 days from LOA
2.	The bus shall be painted inside and outside with polyurethane paint and the colour scheme for the painting shall be as per the BEST's requirement. This will be informed at the time of body (of the bus) building.
3.	All Buses shall be accepted by BEST only after final inspection of bus at Successful Bidder's / Dealers location in Mumbai.

SECTION-4: LIST OF WALL CHARTS, PARTS CATALOGUE, DRAWINGS, SEAT LAYOUT, ETC.

1.	Successful Bidder should develop charging infrastructure with sufficient no. of chargers of appropriate capacity (not more than 30 % of the allocated buses) in the parking depot area/terminus allocated to him.
2	The Successful Bidder should carry out registration of buses and provide copies of RC (Registration Certificate) books to BEST.
3	Successful Bidder should make alterations/modifications if any suggested by the Transport Dept. of BEST on Free Of Cost (FOC) basis.
4	Part catalogue and Service Manuals of the Bus/s shall be provided.
5	One set of colored wall charts of main aggregates should be provided-
6	Lubricating chart and specifications of oils/greases to be used shall be submitted.
7	The drawing of chassis frame of Bus showing the locations of major assemblies including power train, battery power pack, ground clearance, wheel base, height and length of chassis, front and rear track width, swept circle diameter, shall be submitted.
8	The drawing of Bus body showing exploded view of all body parts such as body panels, windows, seats, show grill, engine bonnet etc as well as body structure of all sides including under frame & roof shall be submitted. These all drawings related of Bus body shall be submitted in sets.
9.	Drawing of bus electrical wiring also shall be submitted.
10.	The Successful Bidder shall upload the general schematic drawings, bus layout, front/rear and both side views of the of the Buses offered.

SECTION-5:**REGARDING MINIMUM CIVIL INFRASTRUCTURE & EQUIPMENT TO BE PROVIDED AT THE PARKING SPACE ALLOCATED BY THE BEST UNDERTAKING:**

1.	Open plot / Secured space with/ without hard standing ground. If available, the covered space will be allocated at the rates given in Schedule VI clause 5.7 if Successful Bidder desires.
2.	High mast lights (3 nos.), if available, subject to electricity charges to be borne by the Successful Bidder as per the site condition.
3.	<p>The Successful Bidder shall install necessary infrastructure including charging infrastructure for maintenance of buses in the space allocated to the Successful Bidder for parking and maintenance of Buses. A separate energy meter for requirement of electricity should be installed by the Successful Bidder and Successful Bidder should pay electricity charges as and when they fall due on or before the due date. The maintenance of the infrastructure shall be carried out by the Successful Bidder.</p> <p>Bidder should develop charging infrastructure with sufficient no. of chargers (not more than 30 % of the allocated buses) in the parking depot area/terminus allocated to him. Entire cost of Charging infrastructure including cost of charging equipments, required necessary transformers and other civil cost of installation of charging infrastructure to be borne by the tenderer.</p> <p>Charging station shall be installed and maintained by the Successful Bidder who shall also bear the electricity charges. However, the cost of setting of upstream infrastructure i.e. electrical connection of requisite power load will be borne by the power distribution company. If power distribution company is not ready to bear this cost , in that case BEST will bear this cost.</p>
4.	Water connection with separate meter will be provided by BEST subject to availability and the Successful Bidder shall have to bear water charges. The BEST whenever possible may provide water for which the Successful Bidder shall bear the water bills. BEST will make efforts to get adequate water from MCGM. In case if there is a water shortage and it is not possible for BEST to provide sufficient quantity of water for the purpose, it shall be the responsibility of the Successful Bidder to arrange for water at his own cost.
5.	Approval of the statutory authorities such as DISH, MCGM, CFO etc. required for operator's purpose shall be obtained by SuccessfulBidder at appropriate time.

SCHEDULE-X: SERVICE LEVEL AGREEMENT

Sr. No.	Parameters	Performance Standards
1.	Breakdowns (all types)*	Below 0.5 per 10,000 kilometers.
2.	Accidents **	Below 0.01 per 10,000 kilometers.
3.	Availability of buses	100%
4.	Passenger complaints/Report by BEST officials against drivers	Below 0.02 per bus per month
5.	Serious nature of breakdowns ***	NIL
6.	No. of late turn out of buses	5 instances of more than 15 minutes per 100 buses per month
7.	No. of not out of buses	1 per 100 buses per month

- * : "Breakdowns" means the bus is unable to operate smoothly in the areas of operation i.e. whenever a bus gets defective during service on route, eventually could not move further to carry out the service on a route.
- ** : "Accidents" means any incident in which bus involved on road/ inside BEST's depot/parking premises, which causes damage to the bus, injury damage other vehicles/property / animals etc.
- *** : "Serious nature of breakdowns" means breakdowns in those critical systems of bus such as which may result in fire, heavy damage to bus, major injury etc.
- Performance Deductions means the deductions which are made for the reasons of not achieving performance standards.

Repeated Failure to meet Performance Standards

If the Successful Bidder fails to meet any Performance Standards, which exceeds 20% in two consecutive months or 15% for four consecutive months in a year, The Successful Bidder must, at no additional cost to BEST,

1. The successful bidder should ensure the quality of services to the levels mentioned above referred table.
2. On failure to meet the standard in Service Levels as stipulated herein above, the BEST Undertaking will ask the successful bidder to take necessary action to correct the performance problem and then meet the service level agreement.
3. The successful Bidder must inquire into underlying causes of the failure to meet the Service Levels and prepare a report which identifies and addresses the problem and deliver it to BEST Undertaking within 10 days.
4. The Successful Bidder shall provide to BEST, the reports described as per above table monthly and must promptly provide to BEST any other information reasonably required by the BEST to monitor the Successful Bidder's performance.
5. Performance deduction of 5 % of total monthly dues of the entire ordered quantity (No. of buses in service (100 % fleet) X Revised rate / km. of

respective month X Monthly assured kms.) will be imposed for not achieving performance standards

The aforesaid does not restrict the right of BEST to impose repeated Performance Deductions till the failure on part of the Successful Bidder is rectified.

Where the Successful Bidder has failed to cure the breach within the Cure Period of 30 days, BEST shall, without prejudice to any of its other rights and/or remedies under this Agreement, be entitled to issue the Termination Notice for The Successful Bidder's Event of Default and in addition may inform the Lender of the Successful Bidder if any, in terms of the Substitution Agreement.

Note :-

Total penalty amount due to Infractions and Service Level Agreement as per Schedule – X shall not exceed 5% of the total monthly dues of the entire ordered quantity.

Lost Kilometers

For any missed Trip or Trip not completed, deductions shall be made in the following manner:

Sr. No.	Extent to which a Trip is missed	Deductions
	Trip, which either does not commence or does not complete even 25% of the kilometers for the Trip.	100% of the payment payable for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.
	Trip, which has completed more than 25% but less than 60% of the kilometers for the Trip.	75% of the payment payable for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.
	Trip, which has completed more than 60% but has not completed 100% kilometers for the Trip.	50% of the payment payable for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.

LOST KILOMETERAGE CLASSIFICATION & CAUSES - DEDUCTIBLE AND NON-DEDUCTIBLE

Staff (Deductible)

In service kilometers not operated due to staff causes may include (but is not limited to):

- a) Insufficient staff to cover the service including shortage, sickness or absence, industrial action etc.
- b) Sickness on duty (part loss).
- c) Suspension of driver (with-out replacement).

Mechanical(Deductible)

In service kilometers not operated due to mechanical causes may include (but is not limited to):

- a) Insufficient buses to cover the service.
- b) Non-serviceable bus.

c) Breakdowns en-route.

Other Deductibles

In service kilometers not operated due to something over which the Operator has an element of control but which is not covered by staff or mechanical causes may include (but is not limited to):

- a) Staff error or unauthorized curtailments by staff.
- b) A bus blocked in the garage and unable to depart on time.
- c) A bus running got discharged en-route.
- d) Where a bus in service has to be withdrawn due to a defective PIS / GPS.
- e) Where the reason for the lost Kilometers is unknown or is in doubt.

Traffic (Non-Deductibles)

- a) In service kilometers not operated due to traffic causes may include (but is not limited to) Curtailments or lost journeys arising from the effect of traffic congestion whatever the cause.
- b) Losses arising from conductor (BEST staff) being late in reaching changeover points must not be included.
- c) Losses arising from road traffic accidents involving the Operator's vehicle, when there is no fault of operator's driver.

Other Non-Deductibles

In service kilometers not operated due to something beyond the Operator's reasonable control but which is not covered by traffic causes may include (but is not limited to):

a) **Incidents**

Any kilometers losses resulting from incidents reportable to BEST.

In case of strike / Bandh if bus and driver are available for duty but bus could not be operated.

Non-deductible losses apply only to the day the incident occurred and should not exceed the remainder of the duty in question unless exceptional circumstances are explained. For road traffic accidents or vandalism whilst in service it must be demonstrated that action was taken as quickly as possible to render the vehicle(s) fit for service. Evidence must be readily available to show the number of vehicles affected, incident times, the extent of the damage, engineers action etc.

b) **Disasters**

Where a major occurrence requires a fundamental change to the planned operation, for example accidents or explosions.

Losses arising from traffic congestion caused by these events will be classified as non deductible.

c) **Road Closed/Blocked**

Where vehicles are 'turned back' or prevented from completing part of the route, for example security alerts, floods, diversions or roads blocked.

Losses arising from traffic congestion caused by these events should be classified as non deductible.

Other Infractions

An Incidence of sub-optimal performance and/or non-compliance of Specifications and standards shall be referred to as an "Infraction". The deduction for each Infraction shall be made in terms of the table set out at Schedule XIII.

SCHEDULE-XI**SCHEDULE OF PRICES, TENDER VALIDITY & CONTRACT VALIDITY PERIOD**

1.	<u>Prices:</u>
1.1	The rates quoted by the Bidders shall be 'Variable' throughout the contractual period as per the Price Variation Formula shown in the Annexure- B
1.2	The prices shall be exclusive of taxes & duties, the percentage of which as applicable at present, should be clearly mentioned by the Bidders. However, Statutory Levies those applicable at the time of services will be borne by the Bidder.
1.3	<u>Price Bid Format:</u> The Bidders shall have to quote taxes applicable separately as per the prescribed format of price schedule given in MS-Excel Spreadsheet in Annexure-M. The Bidders shall upload their price bids on-line in the e-tendering system.
2.	<u>Tender Validity:</u> Period and Contract Validity Period as per Schedule IV Clause no. 1.1.

SCHEDULE – XII– CLEANING AND UPKEEPING BUS**Daily cleaning of Bus:**

Every bus leaving the bus depot for day to day operations shall invariably undergo thorough sweeping and cleaning of interior and exterior surface of the bus body including all glasses.

The bus should be washed daily.

The bus should be clean and free of litter, oil, grease and dust in the saloon.

Special care shall be taken especially in monsoon season to keep the external panels / windows mud/muck free.

The bus should be disinfected regularly.

SCHEDULE – XIII – INFRACTIONS

Infractions:

An Incidence of sub-optimal performance and/or non-compliance of Specifications and standards shall be referred to as an "Infraction". The deduction for each Infraction shall be made in terms of the table set out below:

Sr. No.	Category of Infraction	Reference Table for Infraction in Annexure	Amount for Each Infraction for calculating Performance Claim/ Deduction (in Rupees)	Time to Resolve for next higher slab in terms of Clause ...of this Schedule (Bus related infraction)
1	A	Table A	100/-	One day
2	B	Table B	500/-	Two days
3	C	Table C	1,000/-	Three Days
4	D	Table D	1,500/-	Three Days
5	E	Table E	3,000/-	One day
6	F	Table F	5,000/-	One day
7	G	Table G	10,000/-	One day
8	H	Table H	50,000/- + Actual expenses to be borne by the operator.	One day

Note: Performance Deduction/Claim amount shall be applied even during time to resolve the infraction (Period indicated as in above table).

Infractions can be identified by BEST, a nominated person, on visual checking, electro-mechanical reviews, reports from BEST / passenger feedback and data from the Central Data Base of BEST.

BEST shall have access to Operator's facilities in order to check such Infractions on a regular basis either through visits to the workshops and garages commonly used by the Operator, or bus inspections at terminal points along the route during service hours.

The Operator may note that the formats provided in category wise Infractions given in tables A, B, C, D, E, F, G and H are typical, but are subject to revision from time to time based on actual information, logistics and monitoring requirements. (Revision in Infractions will be implemented after discussion with Operator.)

In case of non-rectification of infraction within stipulated time to resolve, any subsequent repetition shall attract penalty of next higher slab with a ceiling of Rs. 3,000 per infraction, for category A, B, C, D & E. Thereafter, it will be binding on the Operator not to operate the vehicle till rectification of the bus related to infractions.

Total infractions of all buses, mentioned in tables A, B, C, D except Safety items shall be capped to 5 % of the total monthly due payments.

All other infractions (of Safety category) mentioned in tables A, B, C and D & all infractions mention in tables E, F, G and H shall be non-capped.

The fine and penalties for Traffic offences shall be paid by the operator to Traffic police / RTO and any other authority within stipulated period.

If ITS equipments found switched off or not operated, then payment for that trip will not made.

(Roof damage will be the responsibility of the driver/ operator)

CATEGORY WISE LIST OF INFRACTION

Table A : Category "A" Infraction

Sr. no.	Description of the infraction
	Safety
1	Damaged/Missing window safety guard rails.
2	Loose electrical wiring/ tampering with electrical wiring harness.
3	Lack of specified fire extinguishers, empty or partially empty fire extinguishers that are beyond the date of expiry, or do not specify the expiry date.
4	Damaged floor, steps, hatches, or hatch covers inside the bus.
5	Missing damaged, or loosely hanging rub rails, hand grab rails, and hand holds.
6	Missing, broken, or loosely hanging, seat belts if provided
7	LED board defective (per board)
8	Missing / non operative, or blackened saloon lights, indicator lights, wiper system, wiper blades, prescribed horn and any indicating instruments (per item)
9	Fixing any additional lights, gadgets, guards, fixtures, etc. on the exterior of the bus in contravention to the Applicable Laws.
10	Fitment of radio, music system, or any other gadgets inside the bus in contravention to the Applicable Laws.
	Operations
11	Not stopping at authorized bus stops on the Route
12	Delaying operation of Stage Carriage Services without cause.
13	Parking vehicles in stations against permitted rules and regulations.
14	Driver smoking, chewing tobacco, betel leaf while on board the bus
15	Picking and dropping passengers at unauthorized bus stops, if no conductor provided by BEST
16	Late out of bus more than 15 minutes at the time of turn out.
	Quality
17	To operate vehicle with visible dents, damaged / torn external panels that are more than 6" in width.
18	Oil spillage on wheel rims, hubs, tyres, etc
19	Discoloration or unpainted repair work inside the bus or on any of its items
20	Not maintaining USB charging ports in ok condition

Table B : Category "B" Infraction

Sr. No.	Description of the infraction
	Safety
1	To operate with defective front, side and/or back brake lights
2	Section of handrail loose or with sharp edges
3	Inadequate operation of passenger access doors, either due to damage or incorrect operation which affects the boarding and alighting of passengers
4	Defective, emergency exits and hatches or damaged or bent bumpers
	Operations
5	Parking Stage Carriage Buses in places other than those prescribed by BEST
6	Deviating from the route of a service without the prior authorization or instruction of BEST/ Police without due cause
7	Roof leakage , Surveillance system not working/ recording, CCTV defect
8	VTS system defect
	Quality
9	Dirty vehicle, outside or inside, at the beginning of the journey
10	Damaged, broken, loosely fitted, or missing passenger seats, windows rattling
11	Display of incorrect passenger route information, inadequately lit or illegible display of passenger information at any of designated locations for displaying passenger information on the bus
12	Not complying with Pollution Control Norms and/ or allowing the vehicle to emit a high level of visible exhaust (smoke).
13	Display of slogans, posters on the bus without prior approval of BEST.
14	Running the bus with a lux level less than 70 in the saloon area

Table C : Category "C" Infraction

Sr. No.	Description of Infraction
	Safety
1	To reduce the percentage of visual transmission of lights of safety glasses beyond normal as prescribed in Rule 100(2) of CMVR
2	To drive with lights off in the saloon area and/or destination boards after lighting uptime
3	Use of unauthorized electronic equipment by the driver while driving (Cell Phones, Walkman etc.)
4	Causing minor road accidents
5	Violation of any of the legal requirements related to registration, operation and maintenance of the buses
6	Fitment of an Air Pressure Horn
7	Driving the bus in a defective condition, getting battery discharged out
	Operations
8	Operating unauthorized trips such as trips which do not form part of the Schedule
9	Tampering On-board Equipment
10	Driver quarrelling with passenger(s) or road users or otherwise misbehavior with passengers or other road users.
11	Operational staff working beyond authorized working hours permitted under Applicable Laws. (Unless situation demands)
12	Breakdown / accidents – If the loss of kilometers is more than 5% of schedule kilometers of that bus on that day. (If bus is detained for want of bus Driver, Loss of Schedule Kms (more than 5 %) to be treated as one instance)
13	Air conditioning system defective en-route
	Quality
14	To use or modified colors and designs of the external paintwork of the vehicle outside the standards parameters as notified by Transport Division, BEST.
15	To place advertising material not authorized by BEST or to infringe regulations regarding advertising material in vehicles.
16	Failure to refurbish the bus after Seventh year from date of put in service, per bus per day.
17	Failure to comply with the maintenance obligations and safety requirements.

Table D : Category "D" Infraction

Sr. No.	Description of the infraction
	Safety
1	Damaged, or over worn tyres, poor quality retreading of tyres, poorly inflated tyres etc.
2	Causing Major road accidents.
	Miscellaneous - Contractual Compliances
3	Failure to deliver incident information on time, as required by BEST as specified in the Operator's Agreement
4	To refuse to accept the visits of BEST inspectors or authorized representatives. To hide information or to provide partial or erroneous information.
5	Failure to provide adequate information to BEST/ Police in relation to accident/s, injury to persons, damage to public / third party property
6	Misinformation or an attempt to hide anti-social incidents on the bus or accidents en-route
7	Driver carrying weapons/arms of any kind on board the bus/ on person while on duty

Table E : Category "E" Infractions

Sr. No.	Description of the infraction
1	Over speeding, rash driving (driving bus beyond prescribed speed limit as notified from time to time)
2	Driving drunk on duty or driving the bus while in a drunken state
3	Tampering of speed governors
4	skipping red signals, stopping the bus beyond the stop line at traffic signals

Table F : Category "F" Infractions

Sr. No.	Description of the infraction
1	Not out of Bus

Table G : Category "G" Infractions

Sr. No.	Description of the infraction
1	"Serious nature of breakdowns" means breakdowns in those critical systems of bus such as which may result in fire, heavy damage to bus, major injury etc.

Table H : Category "H" Infractions

Sr. No.	Description of the infraction
1	"Fatal Accidents" means any incident in which bus involved on road/ inside BEST's depot / parking premises, which causes death to passengers / pedestrians.

ANNEXURE - A**SCHEDULE OF GUARANTEED PERFORMANCE & OTHER TECHNICAL PARTICULARS**

Parameters	Tender Specifications	Offered specifications
Bus specifications	As per Section-2 of Technical Specifications, Schedule-IX	
Type of Buses offered		
Make & Model offered (Bidder has to mention the make and model of the buses offered)	DD AC Electric	
No. of buses offered for hiring	The Bidder should offer full quantity of a respective item. Offer for part quantity will not be entertained.	
Special Conditions of Contract	The Bidder should accept Special Conditions of Contract as per Schedule-VI incorporated in the tender document in TOTO.	
Price, Tender Validity & Contract Validity Period	The Bidder should accept Schedule-XI incorporated in the Tender document.	
Security Deposit-cum-Performance Guarantee.	The Bidder shall have to submit Bank Guarantees in lieu of Security Deposit-cum-Performance Guarantee in the BEST's prescribed format shown in Annexure-J as per Clause No. (3 of Schedule VI) of Special Conditions of Contract.	

N.B. All particulars in the above table are mandatory & must be compulsorily filled. Incomplete document shall be liable for rejection.
In case space is insufficient in the column offered specifications, bidder may enclosed (additional sheets to this Annexure.)

ANNEXURE-B**PRICE VARIATION FORMULA FOR DD AC BUSES**

The tenderer shall quote Hiring charges in "Rs. per km." for operation of buses to be given to BEST Undertaking as per the terms & conditions specified. The "Hiring Charges" quoted will be effective for the contractual period from the date of operation under the contract with the following provision for revision in the hiring charges:

- (i) To cover the Upward and Downward price escalation on account of electricity rate per unit.
- (ii) To cover the price escalation due to change in cost of labour from 2nd year of operation.
- (ii) To cover the price escalation due to change in cost of material from 3rd year of operation.

The Price variation Formula is based on certain contributory factors to the total cost which are shown in table below. To enable the bidders to offer the right price, price escalation will be given to successful bidder throughout the contract period and modalities are as under:

Type of cost	Type	Price escalation factor
Variable	Electricity	At Actuals
	Labour	0.2
	Material	0.05

The price variation on account of electricity rate per unit, Cost of maintenance, material and labour shall be calculated as under:

A) To cover the upward or Downward price escalation on account of electricity rate per unit:

For DD AC Electric Buses: $R_{\text{Month}} = R_{\text{basic}} + \frac{D_A - D_0}{0.60}$

Where R_{basic} = Quoted Basic Price per km.

R_{Month} = Revised Basic Price per km. based on which payment to be released for a particular month in the first year of the contract.

D_A = Lowest electricity tariff in Rs per unit of Electric buses category applicable to BEST / Power utility in a particular month for which payment is to be released.

D_0 = The electricity rate of Electric Buses category on the bid end date of the tender in per unit rate are of BEST / Power utility.

The formulae for difference in electricity price variation per km. for Buses with an assumption of electricity consumption @ 0.60 km/unit for DD AC Electric Buses

B) To cover the upward or Downward price escalation on account Index value

$$\text{Quoted base rate (R)} \times \frac{\text{CPI}_{\text{Month}} - \text{CPI}_{\text{Base}}}{\text{CPI}_{\text{Base}}} \times 0.05$$

CPI_{Base} = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) in Mumbai at the time of Bid end date.

$\text{CPI}_{\text{Month}}$ = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) in Mumbai for particular month when the price variation is applicable.

A) To cover the upward or Downward price escalation due to increase in cost of labour

$$\text{Quoted base rate} \times \frac{\text{MW}_{\text{month}} - \text{MW}_{\text{Base}}}{\text{MW}_{\text{Base}}} \times 0.2$$

MW_{Base} = Minimum wages applicable at the time of bid end date for skilled category (applicable for drivers)

MW_{month} = Minimum wages for skilled category (applicable for drivers) for particular month, notified by the Labour department, Maharashtra state.

- The variation in price on account of Electricity will be adjusted as and when **electricity tariff are revised.**
- The formula for difference in Electricity rate per unit price variation per kilometers for buses with an assumption of Electricity consumption at 0.60 kilometers per unit for DD AC Electric buses.
- Payment for variation in index value shall be made from 3rd year of operation for the effective operated kilometers or revised assured kilometers whichever is less and
- Payment for variation in cost of labour from 2nd year of operation for the effective operated kilometers or revised assure kilometers whichever is less.
- Reconciliation for the payment for variation in index value and minimum wages shall be done once in a two months, after declaration of data.
- Price variation formula will be implemented from weighted average of date of delivered buses.

The Price variation Formula

Revised Rate/km.(R) =

Quoted Rate + $\frac{\text{Change in electricity rate per unit}}{0.60}$

$$+ \text{Quoted base rate (R)} \times \frac{\text{CPI}_{\text{Month}} - \text{CPI}_{\text{Base}}}{\text{CPI}_{\text{Base}}} \times 0.05$$

$$+ \text{Quoted base rate} \times \frac{\text{MW}_{\text{month}} - \text{MW}_{\text{base}}}{\text{MW}_{\text{base}}} \times 0.20$$

• **Rates of Electricity for reference purpose (July 2021) :**

Electric Vehicle Charging Station Tariff

Sr. No.	Component in Unit Price	BEST Unit Rate Rs.	ADANI Unit Rate Rs.	TATA Unit Rate Rs.
1.	Fixed Charges (1170 KVA X 70 Rs./KVA) 4000 X 50	0.4095	0.4095	0.4095
2.	Energy Charges	5	4.66	4.09
3.	Wheeling Charges	0.5	0.65	1.19
4.	Fuel Adjustment Charges	Vary Every Month		
5.	TOD Charges for night hrs. (22.00 hrs. – 6.00 hrs.)	-0.75	-0.75	-0.75
6.	Regulatory Asset Charges	-	0.45	0.00
7.	Electricity duty @ 21% of (1+2+3+5+6)	1.0835	1.29	1.19
8.	M. Tax	0.3404	0.3404	0.3404
Total unit rate at the time of bid end date i.e. Do		6.5834	7.4650	7.2199

Note :- The above Tariff will be changed whenever there are changes in Sr. No. 1 , 2, 3, 5 ,6, 7 & 8
No price variation will be given for fuel adjustment charges.

TOD Tariff:

Time	(Rs./per unit)
9.00 am to 12.00 noon	+ 0.50 additional
6.00 pm to 10.00 pm	+1.00 additional
10.00 pm to 06.00 am	- 0.75 rebate

ANNEXURE-C**SCHEDULE OF PERFORMANCE****(For a period of last 5 consecutive years)**

The Bidders are requested to give details of any type of contract of Hiring of Buses executed by them for other State Transport Undertakings or Government organizations during last 5 consecutive years. The details are to be furnished for the contracts made by the bidder in the last 5 consecutive years prior to the year in which the date of opening of bid falls.

Order placed by - (Full address of STUs, Govt Organizations)	Order No. & Date	Description and quantity of Buses	Value of Order	Has the contract been satisfactorily performed? (Attach satisfactory Performance Certificate, if any from other STUs, Govt. Organizations)

N.B.: The Bidders are requested to upload the list of Purchase Orders/Letter of Awards executed/undertaken operation of minimum 50 Electric / 100 CNG / 100 HSD buses in Hiring Contracts

- N.B.:
- The bidders shall enclose
 - i) CWO /LoA / Agreement copy
 - ii) Certifications from concerned Authority
Or Certification by Statutory Auditor

ANNEXURE-D

(To be uploaded along with Technical Criteria only)

PROFORMA FOR CERTIFICATION FOR MINIMUM AVERAGE ANNUAL TURNOVER (MAAT) FROM CHARTERED ACCOUNTANT**(ON LETTER HEAD OF CHARTERED ACCOUNTANT OF BIDDER)****A) For Sole Bidder or the Lead Bidder :**

This is to certify that the Minimum Annual Average Turnover (MAAT) furnished by M/s. _____ for the 5 Financial Years immediately preceding date of the Tender, is as detailed below and as furnished in the enclosed statement of accounts, is verified by us and found correct.

Financial Year	Turnover
2016-17	Rs. _____ Crores
2017-18	Rs. _____ Crores
2018-19	Rs. _____ Crores
2019-20	Rs. _____ Crores
2020-21	Rs. _____ Crores

CHARTERED ACCOUNTANT:
(Signature with Seal)

My Membership No. _____

Address:

B) For Sole bidder or the Lead bidder together with its Associate :

This is to certify that the Minimum Annual Average Turnover (MAAT) furnished by M/s. _____ & Its Associates _____ for the 5 Financial Years immediately preceding date of the Tender, is as detailed below and as furnished in the enclosed statement of accounts, is verified by us and found correct.

Financial Year	Sole Bidder/Lead Bidder	Associate	Total Turnover
2016-17	Rs. _____ Crores	Rs. _____ Crores	Rs. _____ Crores
2017-18	Rs. _____ Crores	Rs. _____ Crores	Rs. _____ Crores
2018-19	Rs. _____ Crores	Rs. _____ Crores	Rs. _____ Crores
2019-20	Rs. _____ Crores	Rs. _____ Crores	Rs. _____ Crores
2020-21	Rs. _____ Crores	Rs. _____ Crores	Rs. _____ Crores

CHARTERED ACCOUNTANT:

(Signature with Seal)

My Membership No. _____

Address:

N.B.:

As documentary evidence, they should upload the copy of Audited Balance Sheet and Profit & Loss Account Statement showing proof of their Annual Sales Turnover duly audited by the Chartered Accountants as well as certificate from Chartered Accountants in the prescribed format as shown above.

ANNEXURE-E

ITS SPECIFICATION

Bharat101

Parameters	Description
Chipset	MT6260
Memory	8 MB solid state Flash, 100K Erase and Program Cycle,
	10 year data retention.
GSM Module	Quad Band GSM 850/900/1800/1900Mhz, DCS GPRS: class10 Coding Scheme CS1
	to CS4.
GNSS Module	GNSS:99 acquisition-/ 33 tracking channels, Ultra high tracking/navigation sensitivity: -
	167dBm, Inbuilt patch antenna,
Antennae	Internal
Communication Interface	TCP/IP over GPRS.
Record Storage/buffer	41000 Tracking Records.
Ports	1-USB Device type B, 2 Analog Input , 4 Digital input, 2 Digital output(Open Drain)
	1 RS232 Port
Speed Sensor	GNSS (default)
SIM Interface	Supports both Embedded and normal 1.8V & 3V (Micro SIM) - (Either 1)
GPRS Packet Data	Class 10 ; Class 8 (Optional), Coding Scheme CS1 to CS4
LED Indication	Process, GSM, GNSS, USB Detection
Connectors	12 Pin power mate connector
Power Supply	Wide DC input voltage range (8V - 32V),
Current Consumption	150mA during transmission, 50mA during tracking and <20mA during Sleep Mode
Internal Battery	850mAh, 6 to 8 Hr backup.

Enclosure	ABS plastic casing with IP67 rating
Temperature	Operating: -25°C to +85°C
	Storage: -25°C to +85°C
Dimension	
(mm x mm x mm)	120 x 85 x 34
Weight	170g
FOTA	Firmware upgrade Over The Air available
Motion Sensor	3 Axis Accelerometer (Harsh Acceleration, Harsh Braking and Cornering), 3 Axis
	Gyroscope

*Equivalent or higher version will be accepted subject to integration with BEST's ITMS

1.1 INTEGRATED BUS DISPLAY CONTROLLER – Model No. IBDC - Part no. PA02

A) DIMENSIONS:

Cabinet Size	234 x 57 x 127 mm
Display	2 Line, 16-character LCD with back light

B) INPUT – OUTPUT CONNECTIONS ON REAR SIDE CABLE:

Power Connections	90 series 3 pin Male connectors
Data connections for display	90 Series 2 pin sealed female connector to drive destination displays on RS 485
USB	USB connector
External RS 232 for VTS	90 Series 3 pin sealed female connector
Audio Output	2 Channel -20W - 4/8 Ohms
Mic Input	Mic Socket provided

C) ELECTRICAL PRAMETERS:

Operating Voltage	Nominal: + 24V DC (+18 V to 36 V DC)
Power Consumption	0.5 A @ 24 V DC with announcement
Protection	Power supply input is protected against Reverse Polarity, Over-voltage, Cranking voltage, Load Dump
	External Fuse on cabinet for over current Communication lines are protected.

STANDARD COMPLIANCE:

EMI/EMC	Test complied as per – AIS 004 Part 3
Ambient Environment	Operating temperature: -10°C to +55°C
Humidity	95% RH
Vibration Test	Frequency 5~55Hz and return to 5Hz at a linear sweep period of 1 min/complete sweep cycle and 10G at max Frequency

	Excursion -1.65mm peak to peak over the specified frequency range Test Duration 60 minutes Direction of Vibration –X, Y, Z axis of Device as it is mounted on the vehicle.
Ingress protection	IP 66 as per IS / IEC 60947-1:2004 in conjunction with IS / IEC 60529:2001

• **STRUCTURE:**

1. Aluminum Cabinet, Powder Coated finish.
2. Weight – 750g approx.
3. Mounting arrangement by wall mounting or Panel Mounting
4. Automotive grade components used, with conformal coated PCB boards

F) TECHNICAL FEATURES:

16 keys Alpha Numeric, Function, Arrow Keys
Downloading of bitmap & LAT LON for Bus Stops through USB Pen Drive
Built in memory with 8 GB.
Interactive keys for smooth operations
External GPS trackers with NEMA 0183
Support next stop function such a way that Inside display displays and announces two languages – English and Marathi one after the other. Display and announcements are carried out “before arrival” of the bus at bus stop, “on arrival” of the bus at bus stop and “after departure” of the bus from bus stop. In the event of GPS failure, the same functionality can be achieved through manual intervention.
Supports Inside display to display text and customized graphics and announce pre-recorded messages
Supports location based customized graphics on inside display and synchronized voice announcements
Supports displaying of GPS based clock on inside display
Supports operation of destination displays & announcements for 150 destinations (75 routes Up & Down), 75 bus stops in each route
Supports GPS triggered next stop display on inner sign with synchronized voice announcements for minimum 75 bus stops on each route
Provides facility of manual skipping of bus stop announcement
Supports operations such as selection of routes by using Route No., Sr. no., Skip Next Stop, adjustment of volume control.

Provides synchronized display and announcement for next stop.
Supports manual operation of next stop function, in event of GPS failure.
Driver can press 1-9 keys to display pre-decided information on Inner sign & announce pre-recorded message.
Functionality of Display 'clock'-GPS based or 'Default Messages' on Inner sign
Back office is able to check, via Bus Controller, the version of firmware loaded on the signs
Supports changing/choosing/selecting 'route' remotely - over the air (OTA) from back office and provide current route information to back office
Supports transmitting ad-hoc messages (English) from back office to inside display.

1.1 BD840 IN-BUS DISPLAY: Model No. IBD216112
(Used as in-bus display in standard Bus & Mini/Midi Buses)

A) DIMENSIONS:

Cabinet Size	911.5 x 180 x 53 mm
Display Area	842 x 120 mm
Character Height	120 mm

B) LED PARAMETERS:

Type of LED	Dot Matrix
Color	Amber Colored
Wavelength	590 to 595 nm Dominant Wavelength as per AIS:010 (Part 5) (Rev 1) 2010 standard
Intensity	40 mcd
Viewing angle	45° all around
UV Resistant	Yes

C) ELECTRICAL PARAMETERS:

Operating Voltage	Nominal: + 24V DC or + 12 V
	Optional: Extended Supply Range 9 V to 36 V DC
Power Consumption	0.4 A @ 24 V DC
	Power supply input is protected against Reverse Polarity, Over-Voltage, Cranking Voltage, Load Dump
Protection	Resettable fuse inside the cabinet for over current
	Communication lines are protected against high Voltage application and ESD

D) STANDARD COMPLIANCE:

EMI/EMC	Test complied as per – AIS 004 part 3
Ambient Environment	Operating Temperature: -15 °C to 80 °C
Humidity	95% RH for +25°C/+55°C, 24 Hrs. for 6 cycles in off condition

Vibrations	10g as per AIS 012
Ingress Protection	IP 66 as per IS/IEC 60947-1-2004 in conjunction with IS/IEC 60529:2001
ARAI Certification (USB II)	Yes

E) DISPLAY CHARACTERISTICS:

No. of Sides	Single sided
Line Matrix	16 x 112
Pitch	7.62 (H) x 7.62 (V)mm
Intensity of display	In-built light sensor with continuously variable brightness control to enable the display intensity to change based on ambient light conditions.
Viewing distance	15 meters' minimum, for single line text in both Day and Night
Data interface	Via RS 485
Memory	Ability to retain the last message displayed in event of power failure without the message being reloaded from Controller

F) STRUCTURE:

Mettalic Cabinet, Powder Coated finish with Polycarbonate at front
Weight – 8.5 kg approx.
Mounting arrangement by roof hanging, wall mounting
Automotive grade components used, with conformal coated PCB boards
Power to signs is supplied through bus multiplex wiring system

G) TECHNICAL FEATURES:

To display Bus number and Destination in Fixed, Scrolling and flashing mode formats with the help of SCU / Bus Controller with fixed route number up to 6 characters with capability to show customized graphics
Display in English (2 lines) / Hindi (1 line) / Regional (1 line) Language Total display height is capable to accommodate two lines in English language and the Individual heights of each line are adjustable to enable one line to be larger/smaller than the second line.
Possible to display, concurrently, different messages Able to display special signs like signs for 'PWD enable bus', 'ladies special'. Display in English and local languages using Microsoft fonts via window-based software package
Possible to change/choose/select a 'route' remotely over the air from back office and provide current route information to back office through SCU
Back office is able to check, via SCU, the version of firmware loaded on the display.
Able to store Diagnostic trouble codes (DTC), Parameters identifiers (PID) as per Annex-3 and data retrievable through SCU
Any equipment Equivalent or higher version (meeting with the standard of AIS: 140) will be accepted subject to integration with BEST's ITMS.

ANNEXURE-F**SCHEDULE OF DEPARTURES FROM TECHNICAL SPECIFICATIONS**

Bidders shall mention in this schedule all variations from the various clauses and specifications as mentioned in the Tender with proper justification/reasons. In the absence of any mention in this schedule, all clauses and specifications of the Tender shall be deemed to have been accepted and binding on the Bidders. If the variations specified herein, are found to be in the nature of a contradiction to BEST's requirements/specifications then such Bids will be treated as non-responsive.

(Must be filled by the Bidders separately, if there is any variation & then upload along with in the techno-commercial bid).

Sr. No.	Ref. to Section-1 to Section-8 of Technical Specifications, Schedule-IX & Special Conditions of Contract	Departures	Justification/Reasons

We have carefully gone through the Technical Specifications as well as Special Conditions of the Tender and we undertake to meet clauses in the specifications in all respects etc. for the deviations mention above.

N.B.: Please note that if the Bidder fails to upload Schedule of Departure, it will be presumed that there is no Techno-commercial deviation.

ANNEXURE-G**GENERAL INFORMATION OF THE BIDDER**

The Bidder is requested to provide the information required in the format herein below in order to demonstrate its entity has sufficient capacity for successfully executing this Project.

1.	Bidder Information: (Bidder is requested to fill the information in following format. Separate sheets may be enclosed for consortium members) Proposal Identification	
a)	Name of Indian/foreign Company/sole proprietary concern/partnership firm	
b)	Registered Address (in full)	
c)	Details of registration (in full)	
d)	PAN No.	
e)	GST Registration details	
f)	Principal place of business	
g)	Telephone number	
h)	Facsimile number	
i)	Website	
j)	Person to contact in connection with this proposal	
	i) Name	
	ii) Designation	
	iii) Cell Phone/contact no.	
	iv) E-mail ID	
k)	Business Organization	
	i) Nature of Entity Date incorporated/registered	
	ii) Where incorporated/registered	
	iii) Memorandum and Articles of association for a company or Copy of registered Partnership Deed for a partnership firm or Copy of GST registration, EPF registration, Shop registration certificate for a sole proprietary concern.	
	iv) Parent company (if any) and its involvement in the Project (applicable to companies)	

	v)	Subsidiary of any company (applicable to companies)	
	vi)	Major subsidiaries and locations of other offices	
	vii)	Brief description of company's/ partnership firm's/ sole proprietary concern's principal activities with emphasis on scope of work (Use separate sheet as required)	
	viii)	Has your company/partnership firm's/ sole proprietary concern ever been black listed or terminated for default by any Central/State Indian government entity/Public Sector Undertaking/ Major Automotive industry	
2.	Organization Structure: Please provide in this chapter, the Organization chart showing structure of your organization, including positions of directors and managers or partners (as applicable) and location of all other offices in the world. Please provide in the current chapter, a statement about the total number of employees of the Bidder, their skill sets with specific information on the employees based in India with regard to this Project.		
3.	External Associates i.e. any other applicable entity/organisation, related to the Bid, other than the consortium : Under this chapter, the Bidder shall provide information about each of the External associates, specifying the role and responsibility of each external associate.		

In case of a Consortium:

- (a) the information above (1-2) should be provided for all the members of the consortium.
(b) information regarding role of each member should be provided as per table below:

SR.No.	Name of Member	Role (Specify Lead Member/ Member/ other Member)
1		
2		

ANNEXURE-H**SCHEDULE OF CREDENTIALS**

(The Bidders are requested to fill in particulars and upload documents, wherever applicable to their business)

A. INTRODUCTORY DETAILS:		
i)	Name of the Bidder & Registered/Head Office Address :	
ii)	Address for correspondence :	Tel. No.(Office): Factory: Fax No.: E-mail: Website:
iii)	Constitution of the Bidder :	Govt./Semi-Govt./Public Ltd./ Pvt. Ltd./Partnership/Proprietary
	a) Name of the Proprietor/Partners in case of Proprietary/Partnership firms :	Tel. No.: Mobile No.: E-mail:
	b) In case of Pvt. Ltd./Public Ltd. firms, please furnish latest Annual Report showing the names of Directors :	
iv)	Directorship/Partnership of Directors/Partners of the Bidders in other entities, if any :	
v)	Name of the Bankers of the Bidders & their full address :	Address: Tel. No.: E-mail:
B. REGISTRATION DETAILS:		
i)	Details of Registration with Central & State Govt. Authorities / Semi-Govt. Authorities / State Transport Undertakings / Reputed Public Ltd. & Pvt. Companies. :	Please upload scanned copies of the Registration Certificate
ii)	Details of Registration with various Tax/Govt. duties Authorities such as - :	Please upload scanned copies of the Registration Certificates.
	a) GST :	
	b) Registration No. :	
	c) PAN No. :	
iii)	Details of Registration with SSI/NSIC/MSSIDC, if any. :	Please upload scanned copies of the Registration Certificate
iv)	Details of certificate of Importer/Exporter Code (IEC) giving details of the Bidder's PAN No., IEC No. & date of issue, etc. :	Please upload scanned copies of the certificates.
v)	Authorization for operating facilities for collection/storage/disposal of hazardous waste from the State Pollution Control :	Please upload scanned copies of the Authorization certificates.

	Board, if any		
C. STATUS AS A REGISTERED SUPPLIER TO:			
i)	Registration Certificates of the Factory	:	Please upload scanned copies of Registration Certificates of the Factory.
ii)	Details of Registration with Association of State Road Transport Undertaking (ASRTU), New Delhi	:	Please upload scanned copies of the Registration Certificates.
iii)	Details of Registration with Director General of Supplies & Disposal (DGS & D).	:	Please upload scanned copies of the Registration Certificates.
iv)	Details of Registration with other State Transport Undertakings (STUs) / Electricity Boards, if any.	:	Please upload scanned copies of the Registration Certificates.
D. LICENSES & DOCUMENTS IN RESPECT OF DESIGN/MANUFACTURING COLLABORATIONS:			
i)	License for manufacturing buses	:	Please upload scanned copies of the License for manufacturing buses.
ii)	Documents in respect to design collaboration	:	Please upload scanned copies.
iii)	Documents in respect of manufacturing collaboration	:	Please upload scanned copies.
E. COMPANY MANUFACTURING FACILITIES :			
i)	Area of the -		
	a) Factory premises	:	Sq. Mtr. /Sq.ft.
	b) Godown/ Store	:	Sq. Mtr. /Sq.ft.
	c) Office	:	Sq. Mtr. /Sq.ft.
ii)	The details of Machinery /Equipments installed in the factory	:	Please upload a separate scanned list with all details indicating their sizes, capacity etc.
iii)	a) Authorized capacity (Electric Load)	:	
	b) Capacity allowed (Electric Load)	:	
iv)	Persons on roll -		
	a) Engineering / Science Graduates/Post	:	
	b) Diploma holders	:	
	c) ITI qualified	:	

	d) Skilled	:	
	e) Semi-skilled	:	
	f) Unskilled	:	
	g) Others	:	
v)	No. of shifts	:	
vi)	Products manufactured	:	Please upload separate list.
vii)	Do you have any expansion/ diversification plans? If yes, furnish details.	:	
viii)	Other information		
	a) Approx. Annual Turnover (Last two financial years)	:	Certified scanned copies of the same by Chartered Accountant must be uploaded.
	b) Delivery Facilities available	:	
	c) Please furnish latest Xerox copies-	:	
	i) Rent receipt / Monthly compensation receipt	:	
	ii) Electricity bill	:	
	iii) Telephone bill	:	
	iv) Balance Sheet / Annual Report for the last 2 financial years	:	
F. TESTING FACILITIES / LIST OF CUSTOMERS :			
i)	Whether your products have been tested at Central Institute of Road Transport, Pune/ Central Power Research Institute, Bangalore/Electronic Research Development Association, Baroda / OR any other Govt. recognized/reputed Institute/Laboratory.	:	Scanned copies of various recent Test Certificate be uploaded.
ii)	Please furnish list of - Source of Raw Materials/Sub- components & Quality assurance thereof:	:	Separate scanned list may be uploaded indication particulars of raw materials and source of purchase etc.
iii)	a) Inspection facilities/testing equipments available.	:	List may be uploaded.
	b) Do you have your own laboratory for testing raw materials/finished products?	:	
iv)	Do you have any R&D facilities available? If yes, please furnish details	:	
v)	In case of out-station firms, please furnish the name of the Authorized Distributors/Agent available in Mumbai alongwith their address, telephone number	:	

	& terms/conditions etc.		
vi)	Names of reputed customers such as O/E Manufacturers/Govt./Semi-Govt./ Organization State Transport Undertakings/Reputed Public & Private Companies/Corporations.	:	List of scanned orders executed along with scanned copies of the same during the last 3 years with details viz. Name & address of the organization, material & quantity supplied and value of orders must be uploaded.
G. <u>PERFORMANCE CERTIFICATE:</u>			
i)	Performance Certificate from reputed past customers viz. STUs, Electricity Boards, Defense forces such as Army, Navy, Air force, Port Trust, Railways, Govt. officers, etc. if any.	:	Please furnish scanned copies.
ii)	ISO or any other certification from organizations of National/International repute, if any.	:	Please furnish scanned copies.
iii)	Product catalogues, brochures, if any	:	Please furnish scanned copies.
H. <u>ANY OTHER INFORMATION NOT COVERED:</u>			
	Additional information not covered above, if any.	:	Please furnish scanned copies.

Signature of the –

Director/Partner/Proprietor/Manager

(Seal of the Bidder)

NOTE: All the Bidders should fill the above details & upload the same alongwith necessary documentary evidences, in the respective window of the Pre-Qualification Criteria.

ANNEXURE-I**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be issued by a nationalized/Scheduled Bank's Branch in _____)

(On a Non-Judicial Stamp Paper of appropriate value)

To,

[Name of the Officer of Authority]	Shri. Lokesh Chandra (IAS), General Manager
[Name of the Authority]	BRIHAN-MUMBAI ELECTRIC SUPPLY & TRANSPORT UNDERTAKING (BEST)
[Address of the Authority]	BEST Bhavan, BEST Marg, Post Box No. 192, Colaba, Mumbai- 400 001

WHEREAS:

A. _____ [Please insert the Name of the Bidder], a company incorporated under the Companies Act, 1956/2013/ a partnership firm registered under _____/ _____/ a sole proprietorship firm having its registered office at [Please insert the address of the registered office of the Bidder], (the "Bidder") [delete whichever is not applicable], has submitted a Bid for **Operation of Stage Carriage Services for public transport of 200 DD AC Electric Buses in the city of Mumbai & its extended Suburbs on Gross Cost Contract (GCC) model, as per BRIHAN-MUMBAI ELECTRIC SUPPLY & TRANSPORT UNDERTAKING (BEST)** against Tender No. _____ dated --/--/2021 ("Tender") due for Technical bid opening on --/--/2021 & Price bid opening on --/--/2021, to the entire satisfaction of the General Manager, BEST.

B. The Tender Document in terms of clause 4.1.2 of Schedule –IV requires the Bidder to furnish a Bank Security for Earnest Money Deposit at the time of submission of the Bid to the BEST in a sum of Rs. 50,00,000/- (Rupees Fifty lakhs only) (the "Bid Security Amount") as security for due and faithful performance of its obligations, under and in accordance with the Tender Document.

We, through our Branch at (The "Bank") have agreed to furnish this Bank Security by way of Bid Security.

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

- (1) The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Bidder obligations under and in accordance with the Tender , and agrees and undertakes to pay to BEST, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to BEST such sum or sums up to an aggregate sum of the Bid Security Amount as BEST shall claim, without BEST being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- (2) A letter from BEST that the Bidder has committed default in the due and faithful performance of all or any of its obligations shall be conclusive, final

and binding on the Bank. The Bank further agrees that the BEST shall be the sole judge as to whether the Bidder is in default in due and faithful performance of its obligations under the Tender and its decision that the Bidder is in default shall be final, and binding on the Bank, notwithstanding any differences between BEST and the Bidder, or any dispute between them pending before any court, tribunal, arbitrators or, or by the discharge of the Bidder for any reason whatsoever.

- (3) In order to give effect to this Security BEST shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Bidder and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Security.
- (4) It shall not be necessary, and the Bank hereby waives any necessity, for BEST to proceed against the Bidder before presenting to the Bank its demand under this Security.
- (5) BEST shall have the liberty, without affecting in any manner the liability of the Bank under this Security, to vary at any time, the terms and conditions of the Tender or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Bidder contained in the Tender to postpone for any time, and from time to time, any of the rights and powers exercisable by the BEST against the Bidder, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Tender Document and the Bank shall not be released from its liability and obligation under these presents by any exercise by the BEST of the liberty with reference to the matters aforesaid or by reason of time being given to the Bidder or any other forbearance, indulgence, act or omission on the part of the BEST or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Security and the Bank hereby waives all of its rights under any such law.
- (6) This Security is in addition to and not in substitution of any other Security or security now or which may hereafter be held by the BEST in respect of or relating to the Tender; or for the fulfilment, compliance and/or performance of all or any of the obligations of the Bidder under the Tender.
- (7) Notwithstanding anything contained hereinbefore, the liability of the Bank under this Security is restricted to the Security Amount and this Security will remain in force till ____ .____2021.
- (8) Upon request made by the Bidder for release of Bid Security alongwith the particulars required hereunder, in accordance with the terms of the Tender Document, the BEST shall release the Bid Security forthwith provided the Bidder is not in breach of the Tender Document.
- (9) The Bank undertakes not to revoke this Bid Security during its currency, except with the previous express consent of BEST in writing, and declares and warrants that it has the power to issue this Security and the undersigned has full powers to do so on behalf of the Bank.
- (10) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to

prove that the envelope containing the notice was posted and a certificate signed by an officer of the BEST that the envelope was so posted shall be conclusive.

- (11) This Security shall come into force with immediate effect and shall remain in force and effect till _____.____2021 and shall be extended from time to time for such period as may be desired by the BEST in accordance with the terms and conditions of the Tender.

Signed and sealed this day of,2021 at

SIGNED, SEALED AND DELIVERED

For and on behalf of

(*) BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

BANK /PAN NO./GST ID DETAILS OF BEST :

Account Name	:	The B.E.S. & T. Undertaking
Account No.	:	0106261008935
Name of the Bank & Address	:	Canara Bank, Colaba Branch, Wesley Church Hall, Colaba, Mumbai- 400039
Bank IFSC Code	:	CNRB 0000106
MICR No.	:	4000 150 20
BEST PAN No.	:	AAA LM 0042 L
Provisional GST ID	:	27AAALM0042L1Z6

(Nature of Business)

under the style and name of M/s.
 _____ (Name of the Successful Bidder)

(hereinafter called "The Successful Bidder") of the one part and the General Manager, The Brihan-Mumbai Electric Supply & Transport Undertaking (hereinafter called "The Undertaking") for and on behalf of the Mumbai Municipal Corporation for the purpose of the Undertaking (in which expression are included, unless the inclusion is inconsistent with the context or meaning thereof his successor or successors for the time being holding the office of the "General Manager and Acting General Manager") of the second part and WHEREAS at the request of the Successful Bidder we _____ (Full name and address of the Bank) Bank are holding in trust in favour of the Undertaking the amount of _____ (Rupees _____ in words) to indemnify and keep indemnified the Undertaking against all losses, damages, expenses or otherwise that may be caused to or suffered by the Undertaking by reason of any breach by the Successful Bidder of any of the terms and conditions of the said Contract and/or the performance thereof. We agree that the decision of the General Manager, whether any breach of the terms and conditions of the said Contract and/or any failure in the performance thereof has been committed by the Successful Bidder and the amount of loss, damage, costs, expenses or otherwise that has been caused or suffered by the Undertaking shall be final and binding on us and the amount of the said loss, damage, costs and expenses or otherwise shall be paid by us forthwith on demand to the Undertaking.

(2) We

 (Name of the Successful Bidder and Bank)

further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said Contract including the minimum guarantee of 144 months from the date of final acceptance as per the clauses included in the tender and including Successful Bidder's obligation to remedy all defects in design, materials and workmanship as well as operation that may develop under normal use of DD Buses provided always that before the expiry of the date of the validity of the guarantee herein contained, we shall, from time to time on being called upon by the General Manager, extend the date of validity thereof for the period of **6 months** on each occasion and that if any claim accrues or arises against us -
 _____ (Name of the Bank)

by virtue of this guarantee before the said date as extended from time to time, the same shall be on forcible against us

 (Name of the Bank)

notwithstanding the fact same is enforced after the said date and extended from time to time, provided that notice of any such claim has been given by the General Manager before the expiry of **6 months** from the said extended date, payments under this "Letter of Guarantee" shall be made promptly upon our receipt of notice to that effect from the General Manager.

(3) It is fully understood that this guarantee is effective from the date of the said Contract and that we _____

(Name of the Bank)

undertake not to revoke this guarantee during its currency including the extended period without the consent in writing of the General Manager.

(4) We

(Name of the Bank)

further agree that the General Manager shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Successful Bidder to extend the time of performance by the Successful Bidder from time to time or to postpone for any time or from time to time any of the power exercisable by the General Manager against the said Successful Bidder and to forbear or enforce any of the terms and conditions relating to the said Contract and we _____

(Name of the Bank)

shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Successful Bidder or for any forbearance and/or on the part of the General Manager or any indulgence by the General Manager or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.

(5) We

(Name of the Bank)

further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Successful Bidder or the Bank.

(6) Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed ` _____ (Rupees _____).
2. The Bank Guarantee shall be valid up to _____ and the same can be further extended, if so requested by the applicant/ Successful Bidder .
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before _____.

(7) The guarantee herein contained is subject to Mumbai Jurisdiction.

This _____ day of _____ Two Thousand and _____ In witness whereof-

Witness:

(1) _____

The Duly Constituted Attorney

(Signature)

(Name of the witness)

(Signature)

(Address of the witness)

(Name & Designation of the person)

For _____

(Name of the Bank)

(2) _____

(SEAL OF THE BANK)

(Signature)

(Name of the witness)

(Name of the Successful Bidder)

(Address of the witness)

The Bank and the said Messrs.

Witness: _____

(Signature)

(Name of the witness)

(Address of the witness)

(ON THE BANK'S LETTER HEAD)

The General Manager,
The Brihan-Mumbai Electric Supply &
Transport Undertaking,
BEST Bhavan, BEST Marg,
Post Box No. 192,
Mumbai - 400 001

Ref.: Guarantee No. _____ dated _____

For _____ issued on behalf of

M/s. _____

Dear Sir,

We refer to the captioned Bank Guarantee issued on behalf of our clients M/s. _____, which is drawn at our _____ Bank.

The above Bank Guarantee has been given by our clients towards Security Deposit/Performance Guarantee for the execution of the contract with the B. E. S. & T. Undertaking for an amount of Rs. _____.

In this regard, we assure and undertaking that in the event of any demand is made by you for invoking the said Bank Guarantee, the Bank will honour the commitment made by them and the payment will be made to you without any demur forthwith upon receipt of demand from your office as per the terms of the guarantee. We, once again, assure you that the interest of your organization under any circumstances will be fully protected by us.

Yours faithfully,

**SIGN OF GENERAL MANAGER OF
THE BANK AND SEAL OF THE
BANK**

(ON THE BANK'S LETTER HEAD)

The General Manager,
The Brihan-Mumbai Electric Supply &
Transport Undertaking,
BEST Bhavan, BEST Marg,
Post Box No. 192,
Mumbai - 400 001

Dear Sirs,

Ref: Bank Guarantee No. _____, dated _____
for _____ issued on behalf of _____

We confirm having executed the above guarantee bond in your favour on behalf of

_ (Designation/s) _____ who has/have signed the guarantee
bond is/are empowered to execute the guarantee bond on behalf of Bank and his/their
signature/s is/are binding on us.

Seal of the Bank

Yours faithfully,

(Name and Designation)

ANNEXURE-K**FORM FOR REQUESTING CLARIFICATION ON TENDER DOCUMENT**

<u>Bidder's Request for Clarification</u>		
Name & address of the Bidder submitting request	Name and Position of Person submitting request	Contact details of the Organization/Authorized Representative
		Telephone :
		Fax :
		Mobile :
		E-mail :

Sr. No.	Tender Document Reference			Content of Tender Document regarding clarification	Points of clarification required
	Section	Page No.	Clause No.		

Signature :

Date :

ANNEXURE-L**SELF-DECLARATION BY THE BIDDER**

(To be submitted on the letterhead of bidder)

Details of Ineligibility for corrupt or fraudulent practices / Blacklisted with any of the Government or Public Sector Units

To
The General Manager,
BEST Undertaking,
Electric House, Colaba,
Mumbai – 400 001

Sir,

Sub: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any Central Government/State Government/Public Sector Undertakings/Corporations/SDTUs in India or elsewhere. as on last date of submission of the Proposal

We, the undersigned, hereby declare that -

- We are not involved in any litigation with any client which will impact execution of this project.
- We are not under a declaration of ineligibility for corrupt or fraudulent practices
- We are not blacklisted with any of the Government or Public Sector Units in India or any other organization in India or elsewhere.

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name

Designation

Seal:

Date:

Place:

ANNEXURE-M1**SCHEDULE OF PRICE**

(Financial Bid)

(This is indicative format and to be uploaded in the MS-Excel sheet provided and not be submitted with the Technical Bid)

This Schedule in MS-Excel sheet shall be submitted by the Bidder on-line by e-tender method only and Schedule of Prices submitted in hard copy format shall not be accepted.

The basic price shall be 'Variable' as per the Price Variation Formula shown in Annexure-B and also considering the salvage value of the bus. The Bidder shall have to quote taxes applicable separately as per the prescribed format of Price Schedule given in MS-Excel Spreadsheet.

This Schedule of Price shall be submitted in MS-Excel Spreadsheet by the Bidder on-line by e-tender method only and the Schedule of Price submitted in hard copy format shall not be accepted. Bidder should fill up their basic rates & GST applicable in Column No.4 & 5 respectively and their gross rate of each item will be automatically displayed.

PRICE SCHEDULE:**Hiring Charges for DD AC Electric Buses**

Sr. No.	Description	Tender Quantity (in Nos.)	Basic Rate (` Rs. per km.)	GST in % (Nil at present)	Gross Rate (Rs. per km.)	Monthly Package cost (Rs. per km.)
(a)	(b)	(c)	(d)	(e)	(f)=(d)	(g)=(f)×(c)×5000
1	Charges in Rs. per Km. for DD AC Electric Buses with min. assured Kms. 60000 per year (with DHI and Maharashtra subsidy)	200		0.00		
2	Charges in Rs. per Km. for DD AC Electric Buses with min. assured Kms. 60000 per year (without any subsidy)	200				

ANNEXURE-M2

(This is indicative format and to be uploaded in Financial Bid in PDF format and not be submitted with the Technical Bid)

Item	Description	Ex-Works price for each Electric bus Rs.	Landed price for each bus for Service Provider/Operator Rs.
1	DD AC Electric bus with operating range of 120 kms. in single charge (with 01 hour opportunity charging) with charging time of 3 to 4 hours.		

Presently the DD buses operate for around an average of 160-180 kms. per day (mostly uninterrupted). Keeping the above in mind, the EV manufacturers have to provide vehicles which can run 120 kms in single charge (with 01 hour opportunity charging) for DD AC Electric buses in actual conditions for the relevant GVW with Air Conditioning. The Operating schedule shall be provided by BEST and the successful bidder has to ensure the uninterrupted operation of the schedules through adequate spare buses.

In case the successful bidder is unable to maintain uninterrupted operation of schedules for want of charging, then BEST shall take suitable action by levying additional penalty by non-payment towards assured kms for that entire day per instance and if the instance keep on recurring for a long period of time then the BEST may resort to even termination of Contract

ANNEXURE –N**PROFORMA FOR CONSORTIUM AGREEMENT**

(To be executed on Non-Judicial stamp paper of requisite value as per place of Execution)

[To be executed on Rs. 500/- stamp paper if executed in Maharashtra]

This Consortium Agreement (hereinafter called the "Agreement") made and entered into this day of the month of 2021 by and among:

A. LEAD MEMBER:

1. [Name and address of the Lead Member firm] (hereinafter called "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Lead Member";

B. ASSOCIATE MEMBERS:

2. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".

3. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".

[The Lead Member and the Associate Members shall be jointly referred to as a Consortium/Joint Venture (JV)/any other entity (SPV/SPC/etc.)]

WHEREAS:

(a) ;

and

(b)

the consortium has agreed to join hands in the form of a Consortium/Joint Venture (JV)/any other entity(SPV/SPC/etc.) to provide the services as listed in the Tender.

NOW THEREFORE, the Members have agreed as follows:

1. The words and expressions of all clauses shall have the meanings assigned to them as per the RFP and Agreement thereafter.
2. "Consortium" means the Consortium/Joint Venture (JV)/any other entity (SPV/SPC/etc.) formed between the Members in accordance with this Agreement;
3. "Lead Member" means the member which will take the lead in the management of the Joint Venture's affairs and which will provide the Consortium's Representative for liaison with the BEST and, unless otherwise agreed by the Members, the Services Manager for direction of the conduct of the Services;
4. "Associate Members" means the individuals or firms which have agreed to Consortium in connection with the Project;
5. The Lead member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the consortium and the entire execution of the contract, including payment, shall be done exclusively with the Lead member;
6. All members of the Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms;

7. The Power of attorney of the signatory[ies] on behalf of the Consortium for all purposes including signing of agreement, payment, regular communication etc. is attached.

8. The Performance security for the contract shall be in the name of the Lead Partner.

9. The Lead Member of the Consortium will make all reasonable efforts to maintain insurance cover in the amounts stated in the contract necessary to comply with the Agreement.

10. The precise role of all members of Consortium in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project are enclosed. All members of consortium shall have active participation in execution during the currency of the contract. This is not varied/modified subsequently without prior approval of the BEST;

IN WITNESS WHEREOF the Members hereto have executed this Agreement in [state number of copies] identical counterparts each of which shall be deemed as original.

1. For and on behalf of
[Name of the Lead Member firm]
Name of Authorized Representative: _____
Designation: _____
Date : _____
Seal: _____

2. For and on behalf of
[Name of the Member firm]
Name of
Authorized Representative _____
Designation _____
Date : _____
Seal _____

3. For and on behalf of
[Name of the Member firm]
Name of
Authorized Representative _____
Designation _____
Date : _____
Seal _____

Details of Participation in the Consortium/Joint Venture (JV)/any other entity (SPV/SPC/etc.)

Participation Details	FIRM 'A' (Lead Member)	FIRM 'B' (Associate Members)	FIRM 'C' (Associate Members)
Financial			
Name of the Banker(s)			
Planning			
Implementation support			

ANNEXURE-O**DRAFT ESCROW AGREEMENT**

(To be executed on Non-Judicial stamp paper of requisite value as per place of Execution)

(The said draft would be finalized post award of work and is only an indicative ESCROW account Agreement)

THIS ESCROW AGREEMENT (the "Agreement") is made at on _____, by and amongst:

1. [_____], [a company incorporated in India under the Companies Act, 1956/a banking company registered under the Banking Regulation Act, 1949], with its registered office at [_____] (hereinafter referred to as the "**ESCROW Bank**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **FIRST PART**;
2. Brihan-Mumbai Electric Supply and Transport and having its principal office at BEST Bhavan, BEST Marg Colaba, Mumbai – 400 001, (hereinafter referred to as the "BEST" which expression shall include its successors and permitted assigns) OF THE SECOND PART;

AND

3. [**XYZ LTD.**], a company incorporated under the Companies Act, 1956 acting through [_____] having its registered office at [_____] (hereinafter referred to as the "XYZ", which expression shall include its successors and permitted assigns) **OF THE THIRD PART**;
The ESCROW Bank, the BEST and the XYZ are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

- (a) The BEST [has the power/function] to ensure the provision of public bus transport services within Mumbai City & its extended suburbs.
- (b) XYZ was selected by the BEST under a competitive bidding process under Tender No. (*) dated (*) for **Operation of Stage Carriage Services for public transport of 200 DD AC Electric Buses** as referred to the Tender and for providing Services within the Bus Service Area as mentioned in the said Tender.
- (c) BEST and XYZ have entered into an Agreement dated [_____] (hereinafter referred to as "**Operating Agreement**"), whereby the BEST has granted to XYZ a non exclusive right to operate and maintain the Buses and provide Bus Services within the specified Bus Service Area and the operator has agreed to undertake the Project on the terms and conditions contained therein.
- (d) Under the terms of the **Operating Agreement**, it has been stipulated that an ESCROW account shall be created into which the BEST shall deposit all the revenues generated and all the income accruing from the operation and maintenance of the Buses and provision of Bus Service within the Bus Service Area including but not limited to the Passenger Fare collected by the BEST (itself or through a third party) in the ESCROW Account.

- (e) This Agreement sets forth the detailed mandates, terms and conditions and operating procedures for such ESCROW account.
NOW, THEREFORE, in consideration of the premises contained herein, the Parties hereto agree as follows:
1. Definitions
 - 1.1 For the purposes of this Agreement, unless the context otherwise requires, capitalized terms shall have the meaning set forth hereunder. **"Beneficial Parties/Party"** means the BEST and the Operator as the case may be. **"Business Day"** means any day of the week (excluding Saturdays, Sundays and public holidays) on which banks in are generally open for business; **"Dispute"** shall mean any dispute, difference, question or controversy between the Parties arising out of, in connection with or in relation to this Agreement. **"Event of Default"** shall mean an event or default of the Operator under the Operator Agreement, as certified by the BEST in a written notice in this regard to the ESCROW Bank. **"Month"** shall mean a calendar month. **"Tax"** shall mean the Goods & Service Tax (GST) and other such analogous payments due under Applicable Laws. Other capitalized terms used herein (and not defined herein) but defined under the Operator Agreement shall have the meaning ascribed to the term under the Operator Agreement
 - 1.2 In this Agreement, unless the context otherwise requires, the rules of interpretation and construction as mentioned in relevant Clauses of the **Operating Agreement** shall apply.
 2. **Establishment of ESCROW Account**
 - 2.1 Establishment of the Accounts, the BEST and the ESCROW Bank confirm that the ESCROW Bank has established, in the name of at the ESCROW Bank's branch, an account titled the **"ESCROW Account"**.
 - 2.2 General Right or Withdrawal The ESCROW Bank shall not make any transfer or withdrawal other than in accordance with this Agreement, unless the ESCROW Bank has received the prior written instructions of the BEST authorizing such use.
 3. **Deposits into and Withdrawals from the ESCROW Account**
 - 3.1 The BEST shall deposit all the revenues that it receives from Bus Operations under the terms of the **Operating Agreement**.
 - 3.2 The BEST shall, at the time of opening the ESCROW Account, give irrevocable instructions, under the ESCROW Agreement, to the ESCROW Bank instructing, inter alia, that deposits in the ESCROW Account shall be appropriated in the following order based on the receipt of relevant demand or instructions:
 - a. all taxes due and other statutory dues
 - b. Operator Payment after deducting any taxes/charges under Applicable Law and as specified under the Operator's Agreement. Provided, however, the ESCROW Account can only be operated at all times by the BEST.
 4. **ESCROW Bank Provisions**
 - 4.1 ESCROW Bank and the Beneficial parties
 - (a) The Beneficial Parties hereby appoint the ESCROW Bank for benefit of the Beneficial Parties in connection herewith, and authorize the ESCROW Bank to exercise such rights, powers, authorities and

discretions as are specifically delegated to the ESCROW Bank by the terms hereof together with all such rights, powers, authorities and discretions as are reasonably incidental hereto, and the ESCROW Bank accepts such appointment pursuant to the terms hereof.

- (b) The BEST hereby agrees to pay to the ESCROW Bank, fees of ` [_____] per [_____] consideration for acting as the ESCROW Bank hereunder.

4.2 **Obligation of the ESCROW Bank**

- (a) Undertakes to perform only such duties as are specifically set forth to be performed in this Agreement. in accordance with the terms and conditions contained herein, and further undertakes to act in good faith and without negligence;
- (b) shall, within [five (5)] Business Days after receipt, deliver a copy to the BEST acting through [_____] of any notice or document received by the ESCROW Bank (in its capacity as the ESCROW Bank) from the Operator or any other entity;
- (c) Shall, within [five (5)] Business Days after receipt deliver a copy to the Operator of any notice or document received by the ESCROW Bank (in its capacity as the ESCROW Bank) from the BEST or any entity in connection herewith; and
- (d) Shall within seven (7) Business Days prior to any date on which any payment is due to a Beneficial Party in accordance with the terms and conditions of this Agreement, provide notice to the BEST of any anticipated shortfall in the ESCROW Account (or any account there under) for making any payments due in accordance with the terms and conditions of this Agreement.

5. **Term and Termination**

- 5.1 This Agreement shall, unless terminated earlier by the mutual consent of the Parties or otherwise in accordance with the provisions of this Clause by written notice from the BEST to the ESCROW Bank, remain in full force and effect for the duration of the Operator Agreement. The term of this Agreement is co-terminus with the term of the Operator Agreement.
- 5.2 The BEST may, at any time may remove the ESCROW Bank, with or without cause, and appoint a successor ESCROW Bank by written notice of such action to the XYZ, the ESCROW Bank and the successor ESCROW Bank.
- 5.3 If, at any time, the ESCROW Bank or any of its associates, shall become a Beneficial Party and after such time there is an Event of Default, the ESCROW Bank shall resign as ESCROW Bank immediately upon the occurrence of such Event or Default, if in the sole judgment of the other Beneficial Parties (which, for this purpose, shall not include the ESCROW Bank), there shall be, or be reasonably likely that there will arise, any conflict in or impediment to the ESCROW 'Bank's performance as ESCROW Bank under this Agreement.
- 5.4 The ESCROW Bank shall be entitled to terminate its services under this Agreement if the BEST fails to comply with any of its material obligations

owed to the ESCROW Bank under this Agreement and fails to remedy the failure within [60 (sixty)] days after receipt of notice thereof from the ESCROW Bank in relation thereof. Provided however, the BEST has arranged for the appointment of a successor ESCROW Bank and arrangements are made for the transfer of amounts deposited in the ESCROW Account (including any sub-accounts thereof) to new accounts established with successor ESCROW Bank.

- 5.5 Any successor ESCROW Bank appointed as provided in accordance with this Clause 5 shall execute, acknowledge and deliver to, and for the benefit of, the Beneficial Parties and to its predecessor ESCROW Bank an instrument accepting such appointment, and thereupon the resignation or removal of the predecessor ESCROW Bank shall become effective and such successor ESCROW Bank, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, as if it was originally named as ESCROW Bank;
- 5.6 provided that on the written request of the Beneficial Parties or of the successor ESCROW Bank, the ESCROW Bank ceasing to act shall take such steps or actions as are required of it by the Beneficial Parties. Including without limitation the execution and delivery of an instrument or instruments transferring and assigning to such successor ESCROW Bank (without obligation to indemnify such successor) all the rights and powers of the ESCROW Bank so ceasing to act, delivery to the Beneficial Parties all documents, instruments, etc. relating to its obligations under this Agreement.
- 5.7 Upon the reasonable request of any such successor ESCROW Bank, the Beneficial Parties shall execute any and all instruments in writing in order more fully and certainly to vest in and confer to such successor ESCROW Bank all such rights and powers.
- 5.8 Any corporation into which the ESCROW Bank may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the ESCROW Bank shall be a party, or any corporation succeeding to the corporate ESCROW Bank's rights or business or either, shall, subject to approval of the BEST, be the successor of the ESCROW Bank with all rights, benefits, obligations and duties as were originally available and provided for to the transferor ESCROW Bank in relation to the merger, conversion or consolidation proceedings or process.

6. Books and records

- 6.1 The ESCROW Bank shall be responsible for maintaining a correct and complete record of all transactions, deposits, withdrawals or transfer of funds relating to the ESCROW Account (and all subaccounts thereof).
- 6.2 The BEST shall have unrestricted access to review such books and records of the ESCROW Bank in relation to the ESCROW Account subject to restrictions in law.

7. Confidentiality

The ESCROW Bank agrees to keep all information ("Information") (including the terms and conditions of this Agreement and the Operator's Agreement) made

available (whether before or after the date of this Agreement) by any of the Parties to the ESCROW Bank concerning the BEST, Operator or the Bus Services, and hereby undertakes and covenants not to communicate any Information, or allow any Information to be communicated to any third party unless:

- a. in connection with any proceedings arising out of or in connection with this Agreement to the extent that such party may consider it necessary to protect its interest or the interests of the ESCROW Bank;
- b. required to do so by an order of a court of competent jurisdiction whether or not in pursuance of any procedure for discovering documents; or
- c. pursuant to any Applicable Law in accordance with which such party is required to act;
- d. to its auditors for the purposes of enabling the auditors to complete an audit of the ESCROW Bank or to its legal advisers when seeking bona fide legal advice in connection with this Agreement;
- e. in circumstances where the relevant Information has been published or announced by the Successful Bidder and/or any other Third Party in conditions free from confidentiality or has otherwise entered the public domain without default on the part of the relevant Party; or
- f. the Information was obtained by such ESCROW Bank from an independent or third party source who was not in breach of any confidentiality obligations with the Beneficial Parties.

8. Not Acting in Individual Capacity

The ESCROW Bank acts solely in its capacity as a ESCROW Bank and not in its individual capacity and all entities having any claim against the ESCROW Bank by reason of the transactions contemplated by the Operator Agreement shall look only to the BEST for payment or satisfaction thereof, save and except as provided in this Agreement, other than as a result of its willful misconduct or gross negligence.

9. Representation and warranties of the ESCROW bank and the Operator

Each of the ESCROW Bank and the XYZ represent and warrant that it is duly organized and validly existing under the laws of India with power to enter into this Agreement and to exercise its rights and perform its obligations hereunder and has taken all corporate and other actions required for the execution of this Agreement and the performance of its obligations hereunder. The ESCROW Bank represents and warrants that it shall hold all funds in the ESCROW Account for the benefit of the Beneficial Parties in accordance with the provisions of this Agreement and further represents and warrants that it has obtained all approvals, permits and other clearances required for the execution of this Agreement and the performance of its obligations hereunder.

10. Miscellaneous

10.1 Restriction on Assignment

Save as provided in Clause 5.2, the Operator and the ESCROW Bank, shall not assign or transfer any part or their respective rights or obligations under this Agreement without the prior consent of the BEST. It is expressly agreed between the Parties that nothing in this Clause 7.1 shall prevent the BEST from assigning, novating or transferring its rights, benefits and obligations under this Agreement to any entity.

10.2 Notices

10.2.1 All notices shall be sent to a Party hereto at its address and contact number specified hereunder, or at such other address and contact number as in designated by such Party in a written notice to the other Parties hereto.

Addresses:

10.2.2 All such notices and communications shall be effective (i) if sent by telex, when sent (with the correct answerback), (ii) if sent by telecopier, when sent (on receipt of a confirmation to the correct telecopier number), (iii) if sent by person, when delivered, (iv) if sent by courier, (a) one Business Day after deposit with an overnight courier if for inland delivery and (b) [5] five] Business Days after deposit with an international courier if for overseas delivery and (c) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

10.2.3 An original of each notice and communication sent by telex or telecopy shall be dispatched by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and, if such person or courier service is not available; by registered airmail (or, if for inland delivery, registered first class mail) with postage prepaid,

10.3 No Waivers; Remedies

No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other of further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by Applicable Law.

10.4 Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Agreement or affect such provision in any other jurisdiction.

10.5 Amendments or Waiver

No amendment or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be effective unless the same shall be in writing and signed by the Parties

hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

10.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India and Mumbai Courts shall have exclusive jurisdiction with regard to all matters on this Agreement.

10.7 Additional Rights

Any rights Conferred on the Parities pursuant to this Agreement shall be in addition to and not in substitution for or in derogation of any other rights and remedies which the Parties may at any time have under the Contract or otherwise.

IN WITNESS WHEREOF XYZ has caused its Common Seal to be affixed hereto and to a duplicate hereof on the date first above written and the ESCROW Bank and BEST acting through have caused the same to be executed by the hand of an authorized official. The signature of the authorized representative of the BEST has been affixed pursuant to the resolution of its Board of Directors dated the day, which has hereunto been affixed in the presence of Shri. _____, and Shri. _____, Directors who have signed these presents in token thereof and countersigned by Secretary, the authorized officer/Company

SIGNED AND DELIVERED by the ESCROW BANK by the hand of

its authorized official.

SIGNED AND DELIVERED by BEST by the hand of

_____ Mr. _____ its authorized official.

SIGNED AND DELIVERED by (*) by XYZ hand of

_____ Mr. _____ its authorized official more clarity.

ANNEXURE- P

- i. The Contractor shall appoint a Consultant for managing the statutory compliances in respect of PF, ESI, P-Tax, MLWF and all other relevant compliances in respect of the labourers engaged by them.
- ii. The Contractor shall ensure that the labourer engaged by him has separate PF / ESI Nos., as required under the statute.
- iii. The Contractor shall pay the minimum wages as declared by the Competent Authorities from time to time as also HRA as provided under the Maharashtra Minimum House Rent Allowance Act, 1983.
- iv. The Contractor shall also pay any other compensation / allowances as may be required under any law in force declared from time to time.
- v. The Contractor shall ensure that consolidated payment towards PF, ESI, PTax, etc., are made within the stipulated time laid down by the various authorities against each work order, though the labourers are engaged to work at various locations.
- vi. The contractor shall thereafter submits the copies of the wage register alongwith the Challans of the contributions paid towards PF, ESI, PTax, MLWF, etc., to the concerned User Department (Traffic department).

ANNEXURE-Q**Format for covering Letter cum Project Undertaking**

[on the letter head of the Bidder (Lead member in case of Consortium)]

Date:

To
BEST
(Address)

Dear Sir,

Re: Operation of Stage Carriage Services in [●]

We have read and understood the RFP/ Tender Document in respect of the Project provided to us by BEST. We hereby submit our Bid for the captioned project.

2. We are enclosing and submitting herewith our Bid, with the details as per the requirements of the RFP/ Tender Document, for your evaluation and consideration.
3. The Bid is unconditional and unqualified.
4. All information provided in the Proposal and in the Annexure is true and correct.
5. The statements made herein are for the express purpose of qualifying as a Bidder for the aforesaid Project.
6. I/ We shall make available to the BEST any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal.
7. I/ We acknowledge the right of the BEST to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
9. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Tender Documents, including the Addendum (if any) issued by the BEST.
 - (b) I/ We do not have any conflict of interest in accordance with the Tender of the RFP/ Tender Documents;
 - (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 the Tender of the RFP/ Tender Document, in respect of any Tender or request for proposal issued by or any agreement entered into with the BEST or any other public sector enterprise or any government, Central or State; in India or elsewhere and
 - (d) I/ We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of the Tender, 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.
10. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for the Project, without incurring any liability to the Bidders, in accordance with the Tender.
 11. I/We declare that we satisfy and meet the requirements as specified in the RFP/ Tender Document and eligible to submit a Proposal in accordance with the terms of this RFP/ Tender Document.
 12. I/ We declare that we/ any Member of the Consortium are/ is not a Member of any [other] Consortium submitting a Proposal for the Project. (except as in case of an OEM as clarified above).
 13. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter 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.
 14. I/ We further certify that in regard to matters relating to security and integrity of the India, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us in India or anywhere else.
 15. I/ We certify that no investigation by a regulatory authority is pending either against us or against our Directors, partners, members as applicable.
 16. We acknowledge and agree that in the event of a change in composition of our Consortium during the Bidding Process, the same shall be as per the terms of the Tender.
 17. 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, we shall intimate BEST of the same immediately.
 18. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by BEST 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.
 19. In the event of my/ our being declared as the Successful Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 20. I/We have studied all the Bidding Documents carefully and also surveyed the (Project and other matters mentioned in the Bidding Documents including the Tender Document). We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by BEST or in respect of any matter arising out of or concerning or relating to the Bidding Process.

21. The price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP/ Tender Document, draft Agreement, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Proposal.
22. I/We confirm our having submitted the Bid Security of _____ (specify Bid Security amount) for the Project to BEST in accordance with the RFP / Tender Document. The Bid Security in the form of a Bank Guarantee (strike out whichever is not applicable) is attached.
23. I/We agree and understand that the Proposal 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 is not awarded to me/us or our Proposal is not opened.
24. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents including the RFP / Tender Document.
25. I/We agree to keep and confirm that our Proposal is valid upto 180 (One Hundred & Eighty) days from the technical bid opening date.
26. We hereby agree and undertake that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional.

Dated thisDay of, 20.....

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the lead member, in case of a Consortium.

ANNEXURE – R

Power of Attorney for Signing of the Proposal (in case of Consortium, this would need to be provided by all the members)

(On Non – judicial stamp paper of requisite value as per the place of execution)

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project, for the **Operation of Stage Carriage Services**, including signing and submission of all documents and providing information / responses to BEST, and generally dealing with BEST in all matters in connection with our bid for the said Project.

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

For

(Signature)
(Name, Title
and Address)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Note:

- To be executed by the Lead Member in case of a Consortium.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

ANNEXURE – S**Depot Infrastructure and charges:-**

The following depot infrastructure will be provided by the BEST Undertaking

- (A) Open parking space for parking of the buses and Space of installation of charger and charging infrastructure at Rs. 1/- per bus per annum + taxes (GST and property tax) at depot / terminus.
- (B) Covered / Utility space with/without infrastructure of BEST at Rs. 1/- per sq. feet per month + taxes (GST and property tax)
1. Upto 2 nos. Pits if available at allocated depot.
 2. Washing shed for cleaning & washing of buses at the depot sites (2 bus area) (on sharing basis) if available.
 3. 1 no. Chassis washing ramp (on sharing basis) if available.
4. 1 no. repair bay if available
- (C) For lavatory/toilets Rs.1/-per depot per month + taxes (GST and property tax) + day to day cleaning

Plant and Machinery for Operator at depot (on chargeable basis) if available

Sr. no.	Units	Tech. parameter	Qty
1	Air compressors	Operating pressure range- 9 to 12 kg/cm ²	1
2	Mechanical chain pulley block	1 ton /2 ton	1
3	Car washer	22 kg/ cm ²	2
4	Pit pump (useful to remove rain water from pits)		2
5	Body straightening pillar		1

- It is the sole responsibility of the operator to maintain the above machinery
- BEST will not be responsible for untoward incidence in case of improper maintenance practices / method adopted by Operator / Operator staff.
- The operator should take separate electrical connection with electric meter for above machinery

These are the indicative list of space/infrastructure. This list may vary according to availability of space at allocated depot/space. If BEST Undertaking is not in a position to provide covered space/infrastructure, operator has to make his own arrangement like porta cabin, machinery etc.

Additional space if required by operator will be provided at following rate.

- For Covered space with/without infrastructure of BEST: Rs. 10/- per sq. feet per month + taxes (GST and property tax)
- For open space with civil infrastructure/ machinery/ equipment for Rs.2/- per sq. feet per month + taxes (GST and property tax)

It is the sole responsibility of the operator to maintain cleanliness & good housekeeping of the open and covered spaces (including lavatory & toilet areas) allocated /used by them. Also operator shall be responsible for removal of garbage/waste material from their buses and area allocated/used by them.

ANNEXURE-T

Allocation of Parking spaces

<i>Tender Quantity (in Nos.)</i>	<i>Parking Locations</i>	<i>Number of buses for parking</i>	Type
200	<p>Depots will be informed at the time of Prebid meeting minutes 40-50 buses per depot/ parking location .</p> <p><u>Probable depot locations</u> Kurla Majas Colaba Dharavi</p>		

Note: -

- All Routes shall commence and end at the depots only.
- During period of contract Increase/decrease in dead Kilometers due to Re-allocation Of depots shall be paid accordingly.
- Dead kilometers shall be paid separately at the rate 0.75 of applicable rate for operated kilometers. Dead kilometers for fueling shall not be paid.

ANNEXURE-U**MATCHING OF HIRING CHARGES PER KM.**

(Please note that this confirmation/acceptance should be sent through e-mail by sending a scanned copy of this Annexure duly filled in by the tenderer as per Clause 2 of Schedule-VII & Clause 3(b) of Schedule-VIII)

We hereby volunteer & confirm that we are agreeable to accept order based on the lowest acceptable Hiring Charges per km. for each item received against the tender. We also confirm that for all the component categories, all other terms & conditions of our offer against above tender shall remain unchanged.

PRICE SCHEDULE:

Sr. No.	Description	Tender Quantity (in Nos.)	Basic Rate (` Rs. per km.)	GST in % (Nil at present)	Gross Rate (` Rs per km.)
(a)	(b)	(c)	(d)	(e)	(f)=(d)
1	Charges in Rs. per Km. for DD AC Electric Buses with min. assured Kms. 60000 per year (with DHI and Maharashtra subsidy)	200		0.00	
2	Charges in Rs. per Km. for DD AC Electric Buses with min. assured Kms. 60000 per year (without any subsidy)	200			

SEAL & SIGNATURE OF THE TENDERER

* The lowest acceptable Hiring Charges amongst above items viz. DD AC Electric Buses will be informed to the participating tenderers for matching through e-mail as stated in as per Clause 2 of Schedule-VII & Clause 3(b) of Schedule-VIII.

ANNEXURE V

(This Annexure shall be uploaded with the Price Bids on VM/OEM letterhead)

Sub: Our Quote for Annual Maintenance Contract (AMC)

Ref : Tender no. DMM(T-II)/08/TCU/_____ /2021-22/Advt.

Consequent upon earlier termination of the Contract with the Successful Bidder for any reason whatsoever, We, _____, the Original Equipment Manufacturers (OEM)/Vehicle Manufacturer (VM), hereby agree to be bound to mandatorily maintain the Electric Buses (procured through wet-lease against tender under reference) through a Comprehensive Annual Maintenance Contract (AMC) on the terms and conditions enumerated herein below. We hereby further confirm that we will ensure supplies of all the genuine VM/OEM or their recommended spare parts for maintenance of quoted model of Electric Buses.

Our quotes towards AMC Cost for the period of contract are as below:
Cost of Comprehensive Annual Maintenance Contract (AMC) in *₹ per km (taxes extra)

Contract Period →	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year
	1	2	3	4	5	6	7,8,9,10 Each year	11	12	
	Yearwise AMC Cost Rs per km. ↓									
• #AMC (without battery replacement)	*	*	*	*	*	*	*	*	*	*
• \$AMC (with battery replacement)	*	*	*	*	*	*	*	*	*	*

#Comprehensive AMC (without considering battery replacement) of Electric Bus

\$ Comprehensive AMC of Electric Bus by considering the replacement cost of batteries during the Contract period if the same is required.

- i) Cost of maintenance of Battery.
- ii) Maintenance of all components of Battery Management system & Power Train.
- iii) Preventive and breakdown maintenance of all other mechanical & electrical components of the Electric Bus such as Brakes, Steering, Bus Body parts, AC, Electrical Systems, Body repairs.
- iv) Sweeping & Cleaning of interior and exteriors of the bus.
- v) Accident damage repairs of major nature shall be on chargeable basis.
- vi) Cost of Electricity towards charging shall be borne by BEST.
- vii) Cost of Electricity towards depot infrastructure (wherever provided by BEST) for maintenance shall be borne by OEM.

- Bidder (OEM) shall quote the rates of AMC (with Battery replacement) considering the salvage value of old battery.
- The above costs shall not be considered for commercial evaluation. However, bidders are expected to quote the same reasonably.

Signed by

Name of the OEM:
(Authorized Signatory)

Signature of the Authorized signatory:
.....

Seal of the Authorized signatory:

Date:

Terms and Conditions of Annual Maintenance Contract
(Arising out of early termination)

1. The Vehicle Manufacturers (VM) /Original Equipment Manufacturer (OEM) shall be required to submit their comprehensive AMC offer for maintenance of buses up to 7,20,000 kilometers tentatively in 12 years operation for complete bus system inclusive of consumables, spare parts, replacement of assemblies/ subassemblies, systems/sub-systems etc. taking into account preventive/ docking/ routine maintenance including on account of normal wear & tear, minor/ major repairs/ over-hauling of assemblies/ sub-assemblies and break downs, fire as well as minor accidental repairs (mechanical & body), tyre cuts/ damage, broken lights and routine mechanical/ body repairs etc., inclusive of labour cost (of Maintenance) to ensure 100% fleet availability during contract period. The OEM shall be entirely responsible for carrying out repairs/ maintenance/ servicing etc. for all buses (including supply of consumables, replacement & fitment of spare parts/ body parts/ aggregates/ assemblies/ sub-assemblies etc.) upto 7,20,000 kilometers. The OEM shall also be required to carry out minor accidental repairs of buses under comprehensive AMC whether attributable to the OEM or to BEST. Only Electricity Cost towards the charging of buses shall be borne by the BEST during AMC period.

2. The buses are expected to be operated daily in two shifts. Bus fleet availability shall be as defined in the RFP Clause Schedule VI no. 14.21 (h). Buses shall be made available for morning turn-out as per Depot turn-out schedule and shall be considered available for the morning shift with the last turn-out being at 9.30 am. Similarly, buses shall made available for evening Depot turn-out schedule with last bus by 6pm shall be considered available for the evening shift. It implies that the OEM shall make available depot-wise fleet availability of 95% of buses in the shifts (Morning & Evening). If the bus fails to go on scheduled duty because of some maintenance/ mechanical defects/ breakdown but leaves the depot after turnout schedule, ie. late, it will not be considered available for that shift. Besides, if the bus breaks down en-route after leaving the depot on shift duty and could not complete the scheduled kilometers, a pre-estimated damage shall be recovered for an amount equal to lost kms. multiplied by prevailing Basic AMC rate of that bus at that time. For every Bus, record will be maintained by the BEST. The OEM can also inspect the records, if so desires.

3. These buses shall be attended at BEST Depots as well as for minor repairs on line to minimize down time. The OEM shall be required to remove the breakdown bus from the spot immediately to save traffic jam/ inconvenience to other road users. The maximum breakdown response time/ attending the breakdown/ removal of breakdown bus on line shall be 4 hours (i.e. time required for the OEM's maintenance engineers to report to the site and attending the breakdown after a request call/email is made or letter is written). The OEM shall be required to maintain a minimum of adequate number of Recovery Vans/ Cranes so that the breakdown bus is immediately removed from the roads to clear the traffic jam. During AMC Period, The OEM shall be required to deploy well-trained resident Engineers/ Technicians/ trained staff/ manpower etc. to attend to the maintenance/ repairs and servicing of bus(es) and for quality assurance/ control/ checking/ preventive maintenance/ record-keeping etc. prior to the scheduled departure of each bus.

4. The cost of repairs i.e. cost of Spare Parts & Labour charges on account of the Major Accident buses attributable to the BEST bus crew and not attributable to defects/ mechanical failures/ fire, shall be borne by BEST. Such Cost of repair (Material & Labour) shall be determined by assessing the actual extent of damage to the bus and Cost of such materials required for such repairs shall be chargeable as per the approved Price List **or** as determined through tenders. For Labour Charges, the cost shall be based on the Government's notified minimum wages rates for skilled staff applicable in Mumbai and will be revised as per the Government notifications on minimum wages. The cost of repairs on account of minor scratches, dents & paint touching shall also not be charged to the BEST and the bus will be repaired at the cost of the OEM. In case of replacement of metallic parts/ components/ spares/ items/ material/ tyres, a rebate @ 10% of the approved price list shall be given by the OEM to BEST towards retaining the aforesaid unserviceable/ defective parts/ items by the OEM in lieu of scrap value of metallic/ such other parts.

5. BEST shall provide existing maintenance infrastructure available in the Depot on 'as is where basis' to the OEM. However, in case of Depots where maintenance facilities are not there, the BEST shall provide open space, wherever available wherein the OEM will be responsible to make his own arrangements for required infrastructure for proper maintenance of buses. The OEM is required to create maintenance facilities at BEST's Depots within three months from the date of issue of Letter of Acceptance (LOA).

6. Payments for AMC will be made on monthly basis. After every month, the Successful bidder will submit the bills and BEST shall arrange the payment within 30 days of receipt of bills complete in all respect with the required supporting documents subject to recoveries, if any, on account of pre-estimated damages towards failure to make available 100% buses for operation/ water & electricity charges etc. on monthly basis and any other charges recoverable as per Terms and Conditions of the Contract. Tax Deduction at Source (TDS)/ CGST/SGST will be deducted at source from the payment of the OEM as per applicable law.

ANNEXURE- W**SUBSTITUTION AGREEMENT (Indicative format – to be modified suitably for successful bidder)**

THIS SUBSTITUTION AGREEMENT is entered into on this the day of 2021

AMONGST

1 The Governor of *****, represented by [• and having its principal offices at *****) (hereinafter referred to as the “**Authority**” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);

2 [..... Limited], a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at, (hereinafter referred to as the “**Operator**” which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);

3 (name and particulars of Lenders’ Representative) and having its registered office at, acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the “**Lenders’ Representative**”, which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

(A) The Authority has entered into a Supply cum Operation and Maintenance Agreement dated with the Operator (the “**SCOM Agreement**”) for e-Buses in the State on build, own, operate and transfer basis (“**BOOT**”), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C) Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Contract to a Nominated Company in accordance with the provisions of this Agreement and the SCOM Agreement.

(D) In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Contract to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the SCOM Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Substitution Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Agreement” means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

“Financial Default” means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Operator for a minimum period of 3 (three) months;

“Lenders’ Representative” means the person referred to as the Lenders’ Representative in the foregoing Recitals;

“Nominated Company” means a company, incorporated under the provisions of the Companies Act, 1956, or the Companies Act, 2013, as the case may be, selected by the Lenders’ Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Contract as provided in this Agreement;

“Notice of Financial Default” shall have the meaning ascribed thereto in Clause 3.2.1; and

“Parties” means the parties to this Agreement collectively and **“Party”** shall mean any of the Parties to this Agreement individually.

1.2 Interpretation

1.2.1 References to Lenders’ Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders’ Representative, acting for and on behalf of Senior Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the SCOM Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the SCOM Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the SCOM Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ASSIGNMENT

2.1 Assignment of rights and title

The Operator hereby agrees to assign the rights, title and interest in the Contract to, and in favour of, the Lenders’ Representative pursuant to and in accordance with the provisions of this Agreement and the SCOM Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3 SUBSTITUTION OF THE OPERATOR

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders’ Representative shall be entitled to substitute the Operator by a Nominated Company under and in accordance with the provisions of this Agreement and the SCOM Agreement.

3.1.2 The Authority hereby agrees to substitute the Operator by endorsement on the SCOM Agreement in favour of the Nominated

Company selected by the Lenders' Representative in accordance with this Agreement. (For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project as Operator either individually or collectively).

3.2 Substitution upon occurrence of Financial Default

3.2.1 Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Operator (the "Notice of Financial Default") along with particulars thereof, and send a copy to the Authority for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Operator for the purposes of this Agreement.

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Operator by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3 At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Operator and undertake the operation and maintenance of the Project in accordance with the provisions of Article 16 and 17 of the SCOM Agreement, and upon receipt of such notice, the Authority shall undertake Suspension under and in accordance with the provisions of the SCOM Agreement. The aforesaid Suspension shall be revoked upon substitution of the Operator by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Authority may terminate the SCOM Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the SCOM Agreement; provided that upon written request from the Lenders' Representative and the Operator, the Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, the Authority expressly agrees and undertakes to terminate the SCOM Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Operator Default

3.3.1 Upon occurrence of an Operator Default, the Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days time to the Lenders' Representative to make a representation, stating the intention to substitute the Operator by a Nominated Company.

3.3.2 In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Operator by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Operator by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided

that upon written request from the Lenders' Representative and the Operator, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.4 Procedure for substitution

3.4.1 The Authority and the Operator hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Contract to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Operator towards the Authority under the SCOM Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2 To be eligible for substitution in place of the Operator, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for shortlisting the bidders for award of the Contract; provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the Authority to:

- (a) accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the SCOM Agreement;
- (b) endorse and transfer the Contract to the Nominated Company, on the same terms and conditions, for the residual Contract Period; and
- (c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Authority has any objection to the transfer of Contract in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority thereupon shall transfer and endorse the Contract within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Operator.

3.5 Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Operator. The Operator irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the

transfer/assignment of the Contract in favour of the Nominated Company. The Operator agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Operator's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Operator shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Contract as requested by the Lenders' Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Operator shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Operator in the event of such Nominated Company's assumption of the liabilities and obligations of the Operator under the SCOM Agreement.

5 TERMINATION OF SCOM AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the SCOM Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 32 of the SCOM Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3.2, the Authority may terminate the SCOM Agreement forthwith in accordance with the provisions thereof.

5.3 Realisation of Debt Due

The Authority and the Operator hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Operator, without any further reference to or consent of the Operator, the Debt Due upon Termination of the SCOM Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the SCOM Agreement and the Escrow Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

- (a) Termination of the Agreement; or
- (b) no sum remains to be advanced and no sum is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

7.1.1 The Operator will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Operator of any of its obligations under this Agreement or on account of failure of the Operator to comply with Applicable Laws and Applicable Permits.

7.1.2 The Authority will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Operator's obligations under the SCOM Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Operator's obligations under the SCOM Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Dispute resolution

8.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Operator and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**") or such other rules as may be mutually agreed by the Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.

8.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be *** and the language of arbitration shall be English.

9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at *** shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3 Priority of agreements

In the event of any conflict between the SCOM Agreement and this Agreement, the provisions contained in the SCOM Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

9.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or

acceptance of any variation or the relinquishment of any such right hereunder.

9.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and

communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 Original Document

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement. 215

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. THE COMMON SEAL OF OPERATOR has been affixed pursuant to the resolution passed by the Board of Directors of the Operator at its meeting held on the day of 20..... hereunto affixed in the presence of, Director, who has signed these presents in token thereof and, Company Secretary / Authorised Officer who has countersigned the same in token thereof \$:

SIGNED, SEALED AND DELIVERED
 For and on behalf of AUTHORITY by:
 (Signature)
 (Name)
 (Designation)
 (Address)
 (Fax No.)
 (e-mail address)

SIGNED, SEALED AND DELIVERED
 For and on behalf of SENIOR LENDERS by the Lenders' Representative:
 (Signature)
 (Name)
 (Designation)
 (Address)
 (Fax)
 (e-mail address)
 In the presence of:

Annexure X :- Definitions

<p>Definitions:</p>	<p>"Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:</p> <p>(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements excluding working capital and Performance Bank Guarantee/Security but including the amount realized by BEST pursuant to the invocation of the Subsidy Bank Guarantee for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date;</p> <p>(b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding</p> <p>(i) any interest, fees or charges that had fallen due one year prior to the Transfer Date,</p> <p>(ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and</p> <p>(iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and</p> <p>(c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost; provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Operator, it shall for the purposes of the Agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;</p> <p><u>Equity</u> means the sum expressed in Indian Rupees representing the paid up equity share capital of the Successful Bidder for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Successful Bidder, and any interest-free funds advanced by any shareholder of the Successful Bidder for meeting such equity component</p> <p><u>Transfer Date:</u></p> <p>The date of completion of the Services under this Agreement or termination of the Agreement by a Termination Notice</p>
	<p>Total Project Cost means the capital cost incurred on construction and financing of the Project, excluding Real Estate Development, and shall be limited to the lowest of:</p> <p>(a) the capital cost of the Project, as set forth in the Financial Package;</p> <p>(b) the actual capital cost of the Project upon completion;</p>

Senior Lenders means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Successful Bidder under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold *paripassu* charge on the assets, rights, title and interests of the Successful Bidder

Financial Package means the financing package indicating the total capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the Senior Lenders, and includes Equity, all financial assistance specified in the Financing Agreements, Subordinated Debt, if any;

Financing Agreements means the agreements executed by the Successful Bidder in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance with the following: It is hereby clarified that the Successful Bidder shall deliver to BEST, within a period of 3 months from the date of the signing of the Agreement, 3 (three) true copies of the Financing Agreements (including Financial Package and the Financial Model), duly attested by a Director of the Operator, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders. The Successful Bidder shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of BEST if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on BEST, and in the event that any replacement or amendment is made without such consent, the Successful Bidder shall not enforce such replacement or amendment nor permit enforcement thereof against BEST. For the avoidance of doubt, BEST acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Successful Bidder.

Financial Close:

Means the fulfillment of all conditions precedent to the initial availability of funds under the Financing Agreements.

For the purposes of this Tender, "**Change in Ownership**" shall mean a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares or a fresh issue of any of the foregoing, that causes the aggregate holding of the (Selected Bidder/Consortium Members), together with (its / their) Associates in the total equity to decline below

(i) 51% (fifty one per cent) thereof till the COD and
(ii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Contract Period; provided that any material variation (as compared to the representations made by or on behalf of the Operator during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be) in the proportion of the equity holding of (the Selected Bidder/ Lead Member) to the total equity, if it occurs prior to COD, shall constitute Change in Ownership. Any direct and/or indirect transfer of legal or beneficial ownership of any shares, or securities convertible into shares, (i) such that the Consortium Members cease to collectively hold a minimum of 51% (fifty one per cent) of the subscribed and paid-up equity of the Operator, (ii) the Lead Member cease to hold a minimum of 38% (thirty eight per cent) of such equity, or (iii) by any Consortium Member whose technical and/or financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Proposal, that results, or may result, in such member ceasing to hold equity less than; (a) 26% (twenty six per cent) of the equity; or (b) 5% (five per cent) of the total project cost, till the expiry of COD, shall constitute a Change in Ownership; For the purposes of this Clause, COD of all the buses shall be considered.

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of the Agreement and which act or event causes a material financial burden or loss to either Party;

“Subordinated Debt” means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Transfer Date:
(a) the principal amount of debt provided by lenders or the Operator’s shareholders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and
(b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 3% (three percent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and six-month LIBOR (London Inter Bank Offer Rate) plus 2% (two per cent) in case of loans expressed in foreign currency, but does not include any interest that had fallen due one year prior to the Transfer Date; provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Operator’s shareholders, it shall for the purposes of the Agreement be deemed to be Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken

“Adjusted Equity” means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the “Reference Date”),

	<p>in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:</p> <p>(a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;</p> <p>(b) from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity") and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date; and</p> <p>(c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.56% (zero point five six per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date; For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Contract Period is extended, but the revision on account of WPI shall continue to be made.</p> <p>"Adjusted Depreciated Value" means the amount arrived at after adjusting the depreciated book value of an asset (as stated in the books of account of the Operator) to reflect the variation occurring in WPI between the date of procurement thereof and the Transfer Date</p>
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Annexure Y**Undertaking from OEM for Operating Range**

(Successful Bidders shall upload a letter of undertaking on their letter head as below :)

- i) The minimum operating kms of the Double Decker buses offered in single charge will be 120 kms with 80% SOC.

The daily run kms with opportunity charging time is as follows,

Type of Bus	Run Kms	Opportunity charging time
Double Decker (DD)	175 Km	1 hour

- ii) These offered buses will run above mentioned minimum Kms without any interruption.
- iii) **Also we are aware that in case, we are unable to maintain above operating range of buses, then BEST shall take suitable action by levying additional penalty by non-payment towards assured kms. for that entire day per instance and if the instance keep on recurring for a long period of time then the BEST may resort to even termination of Contract.**

Thanking you

SIGN, SEAL OF THE BIDDER

Annexure Z

Format for Manufacturer Authorisation Form (MAF) :
(To be provided on the letter head of Bus manufacturer with sign and seal)

To
General Manager
BEST Undertaking
Mumbai

Subject: - Authorisation cum Assurance Form

We are in the business of Electric bus manufacturing since _____ and have a chain of service centres and authorised dealers throughout the India.

We hereby authorise M/s _____ to quote Bus models developed by us. We have understanding with this firm and ready to supply these buses as per the specifications given in the tender floated by BEST. We are already have type approval for one of the electric bus model. We are meeting the manufacturing capacity as given in the tender floated by BEST. As regards, point no. 2 of Schedule III of tender document, the proof of no. of buses delivered is attached.

We assure the uninterrupted supply of spares and technical support to M/s _____ throughout the contractual period of 12 years and ready to impart the training to maintenance staff and transfer the technology.

We also assure that the bus model _____ offered under this tender will meet the operating range stipulated in the tender document. We are also ready to support BEST in case of termination of the contract with M/s _____ and buses are taken over by BEST or any substitute agency.

Thanking you.

Sign and seal of Electric Bus Manufacturer