REQUEST FOR PROPOSAL

Request for Proposal

Through e-procurement Portal of Government of Tamil Nadu

(https://tntenders.gov.in, https://mtcbus.tn.gov.in/, https://tnidb.tn.gov.in)

For

Procurement, Supply, Operation and Maintenance of 20 Double Decker Air-Conditioned Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting

March 2026

Volume I	Request for Proposal
Volume II	Draft Concession Agreement

Issued by



METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LTD

No.2, Pallavan Illam, Pallavan Salai,

Chennai – 600 002

METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LTD.

GOVERNMENT OF TAMIL NADU (GOTN) UNDERTAKING

NO.2, PALLAVAN ILLAM, PALLAVAN SALAI, CHENNAI – 600 002

Notice Inviting e-Tender

REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT, SUPPLY, OPERATION AND MAINTENANCE OF 20 DOUBLE DECKER AIR-CONDITIONED ELECTRIC BUSES AND DEVELOPMENT OF ALLIED ELECTRIC AND CIVIL INFRASTRUCTURE ON GCC

Metropolitan Transport Corporation (MTC) (the "Authority or MTC") is a Government of Tamil Nadu (GoTN) undertaking registered under Companies Act, 1956. It is entrusted with providing city bus services in Chennai Metropolitan Area. MTC currently operates a fleet size of 3436 buses as of 2024 on 659 routes and caters to more than 33.60 lakh passengers daily handling operations through 32 depots. MTC now invites eligible entities/firms for Procurement, Supply, Operation and Maintenance of 20 Double Decker **Air-Conditioned** Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contract in Chennai.

MTC invites Request for Proposal (RFP) in the form of bid ("Bid") through e-procurement portal of Government of Tamil Nadu https://tntenders.gov.in from suitable business entities and other interested parties to be selected through an open, transparent and global competitive bidding process.

The Bid document can be downloaded from the e-procurement portal of Tamil Nadu and website of MTC Chennai and TNIDB from (**https://tntenders.gov.in**, **https://mtcbus.tn.gov.in/**, **https://tnidb.tn.gov.in**) . The Bid security of amount as per details given in RFP in the form of electronic bank guarantee shall be submitted to Managing Director, Metropolitan Transport Corporation (Chennai) Ltd., No.2, Pallavan Illam, Pallavan Salai, Chennai – 600 002, so as to reach on or before the timelines provided in the RFP document.

Pre-bid meeting will be held on **23.03.2026 at 15:00Hrs** IST, in the Conference Room of, Metropolitan Transport Corporation (Chennai) Ltd., No.2, Pallavan Illam, Pallavan Salai, Chennai – 600 002.

Managing Director

Metropolitan Transport Corporation (Chennai) Ltd.

No.2, Pallavan Illam, Pallavan Salai, Chennai – 600 002

E-mail: **amprojects1.mtc@gmail.com**

Phone: +91-94450 39186

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Steps for Registration on E-Procurement Portal of Government of Tamil Nadu

1.1 The subject procurement will be done through e-tender portal. The NIT is available on the website https://tntenders.gov.in, https://mtcbus.tn.gov.in/, https://tnidb.tn.gov.in or could be viewed after following the link of 'e-Tendering' on MTC's and TNIDB website's Notifications Page, i.e., https://mtcbus.tn.gov.in/, https://tnidb.tn.gov.in from where the bidders registered with **E-Procurement Portal of Government of Tamil Nadu** (registration process is explained at the Home Page) will be able to download the Tender documents and submit their bids online through https://tntenders.gov.in only. The Tender submission, Tender closing and opening will be done electronically and online.

Also, as per IT ACT 2000, use of Digital Signature Certificate (DSC) is mandatory for participating in the E-tendering process. New bidders should register on the website https://tntenders.gov.in/nicgep/app

1.2 Bidders are requested to visit "e-Tendering" section at **E-Procurement Portal of Government of Tamil Nadu** website, https://tntenders.gov.in for instructions and registration

1.3 **MTC Support Telephones and e-mail id**

E-mail: amprojects1.mtc@gmail.com; **Phone:** +91-94450 39186

DATA SHEET

1.	**Title of the Assignment**	Procurement, Supply, Operation and Maintenance of 20 Double Decker Air-Conditioned Electric Buses and Development of Allied Electric and Civil Infrastructure on GCC
2.	**Contract Signing Authority**	Metropolitan Transport Corporation (Chennai) Ltd
3.	**Bid Validity Period**	180 days from the Bid Due Date
4.	**Tender Fee**	Nil
5.	**Bid Security**	INR 30,00,000/- (Rupees Thirty Lakhs only) to be submitted through the Tamil Nadu Government e-Procurement portal (TNTENDER) in the form of Electronic Bank Guarantee (e-BG).
6.	**Method of Selection**	Least Cost Based System (LCS); Per Kilometre Fee (Rs/Km)
7.	**Consortium Allowed**	Yes [The maximum members in a Consortium (including Lead member) shall be (3) three.]
8.	**Details for Submission of Queries**	All queries regarding the assignment should be addressed to: The Managing Director Metropolitan Transport Corporation (Chennai) Ltd., Pallavan Illam, Pallavan Salai, Chennai – 600 002 Email: amprojects1.mtc@gmail.com,
9.	**Bid Due Date**	Date: 16.04.2026; Time: 16:00 Hrs.
10.	**Pre-Bid Meeting**	Physical Pre-Bid Meeting at the venue provided in point no. 8 of this Data Sheet.
11.	**Website details**	Replies to queries/clarifications/addendum/corrigendum etc. shall be posted on the following websites: https://tntenders.gov.in/, https://mtcbus.tn.gov.in/, https://tnidb.tn.gov.in

DISCLAIMER

1. The information contained in this Request for Proposal document ("RFP") or any subsequent information, whether verbally, documentary or any other form; by or on behalf of the Authority or any of its employees or advisers to the prospective Bidders, is provided on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

2. This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation of their Bids (the **"Bid"**) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. For the avoidance of doubt, in case a Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by the Authority and/or its consultants in this RFP or any subsequent information as mentioned above including but not limiting to any project report etc. then the same shall not in any manner bind/make liable the Authority and/or its consultants, employees or representatives, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.

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

4. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidder shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.

5. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bids. All such costs and

expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

6. The Authority, its employees, consultants 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 RFP including but not limited to the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
7. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.
8. The Authority 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 RFP.
9. The issue of this RFP does not imply that the Authority is obligated to select a Bidder or to appoint the Successful Bidder, as the case may be, for Project and the Authority reserves the right to reject all or any of the Bids at any time without assigning any reasons whatsoever and in case of declaration of a Successful Bidder at any time before award of the work/issuance of LoA to the Successful Bidder.
10. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of the Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
11. Laws of the Republic of India are applicable to this RFP.

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ACRONYMS

CCP	Chennai City Partnership
CMVR	Central Motor Vehicle Rules 1989
COD	Commercial Operation Date
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GCC	Gross Cost Contracting
GOI	Government of India
GOTN	Government of Tamil Nadu
GST	Goods & Services Tax
IBRD	International Bank for Reconstruction and Development
INR	Indian National Rupees
ITB	Instructions to Bidder
L1	Lowest Price
LCS	Least Cost Based System
LOA	Letter of Acceptance
MAAT	Minimum Average Annual Turnover
MTC	Metropolitan Transportation Corporation
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
P-for-R	Program-for-Results
PMU	Program Management Unit
POA	Power of Attorney
RFP	Request for Proposal
SEBI	Securities and Exchange Board of India
SPV	Special Purpose Vehicle
TNIDB	Tamil Nadu Infrastructure Development Board
TOT	Transfer of Technology
USD	United States Dollar

1 INTRODUCTION

1.1 Background

1.1.1 The Government of Tamil Nadu (GoTN), through its Finance Department is implementing the Chennai City Partnership (CCP) —focusing on the institutional and financial changes that can drive significant improvements in urban service delivery.

1.1.2 The Program is being implemented as a Program-for-Results (PforR) operation of the World Bank. The Tamil Nadu Infrastructure Development Board ("TNIDB") is designated as the Program Management Unit (PMU) for the Chennai City Partnership (CCP) and oversees the implementation of CCP.

1.1.3 MTC is a Government of Tamil Nadu undertaking registered under Companies Act, 1956. It is entrusted with providing city bus services in Chennai Metropolitan Area (CMA). MTC currently operates a fleet size of more than 3500 buses as of November 2024 on 659 routes and caters to more than 33.60 lakh passengers daily. MTC has a total manpower of around 20,000 employees, handling operations through 32 depots.

1.1.4 Under the Disbursement Linked Results agreed under CCP, MTC (hereinafter referred to as "**Authority**") is required to enhance its service delivery through various measures including augmentation of the fleet through e-buses on performance based Gross Cost Contract (GCC).

1.1.5 The Authority under this RFP has decided to undertake Procurement, Supply, Operation and Maintenance of 20 (twenty) Double Decker Air-Conditioned Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (hereinafter referred to as "**Project**").

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

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

1.2 Scope of Bid

1.2.1 The Authority wishes to seek responses to the RFP document in the form of bid ("Bid") in terms of Clause 1.2.4.

1.2.2 The Bids would be evaluated based on the evaluation criteria set out in this Request for Proposal (RFP) Document (hereinafter referred to as the "Evaluation Methodology") in order to identify the Successful Bidder (s) for the Project. The Successful Bidder(s) would then be required to enter into an agreement (hereinafter the "Concession Agreement") with the Authority as per the draft set forth in Volume II of this RFP document and perform the obligations as stipulated therein, in respect of the Project.

1.2.3 Terms used in this RFP document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.

1.2.4 Pursuant to the release of this RFP document, the Authority shall receive Bids, prepared, and submitted in accordance with the terms set forth in this RFP document and other documents to be provided to the Authority pursuant to this RFP document including annexure and appendix thereto (collectively referred to as the "**Bidding Documents**"), as modified, altered, amended, and clarified from time to time by the Authority and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 2.12.1 for submission of Bids

1.2.5 Any condition or qualification or any other stipulation contained in the Bid not in conformity with this RFP document shall render the Bid liable to rejection as a non-responsive Bid.

1.2.6 A Concession Agreement as per the format provided in Volume II ("Concession Agreement") shall be signed in terms of either Clause 2.1.18 or Clause 2.1.19. The period of Concession Agreement and assured kms per bus per day for the e-buses is as follows:

Bus Type	Number of buses	Assured Kilometres per e-bus per month	Concession Period
Double Decker Air-Conditioned Electric Bus	20	4,500	12 years

1.2.7 The Authority (MTC) reserves the right to increase the total number of e-buses to be deployed as per this RFP by upto 25%. Notwithstanding anything in this RFP, such increase in total number of e-buses shall be made either with the LOA or within 1 (one) year of execution of Concession Agreement.

1.3 Brief Description of Bidding Process

1.3.1 The Bidding Documents include the draft Concession Agreement for the Project which forms Volume II of this RFP document. The aforesaid documents and any addenda issued after this RFP document, will be deemed to form part of the Bidding Documents.

1.3.2 A Bidder is required to submit, along with its Bid, a Bid Security as referred to in Clause 2.22.4 (the "**Bid Security**"), refundable not later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the Successful Bidder(s) whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have to provide Bid Security in the form of Bank Guarantee acceptable to the Authority. The electronic Bank Guarantee shall have its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive

of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.3.3 Bids are invited for the Project on the basis of **lowest** INR per Kilometre (hereinafter referred to as **"Lowest PK Fee"**) sought by the Bidder for undertaking the Project. The Concession Period is pre-determined as provided in the draft Concession Agreement. The Lowest PK Fee shall constitute the sole criteria for selection of the bidder.

1.3.4 The Authority intends to follow a single stage bidding process with two envelope system ("Bidding Process") through e-procurement portal for selection of Operator for the Project.

1.3.5 As a part of the Bidding Process interested parties (the "Bidders") will be required to submit (i) Technical Bids, and (ii) Price Bids as part of their bid package. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium).

1.3.6 Bidding Process involves evaluation of Technical Bid of prospective bidder(s) in accordance with the provisions of this RFP. At the end of this stage, the Authority shall shortlist Bidders fulfilling the Technical Bid criteria.

1.3.7 The Bidders shortlisted after the Technical Bid evaluation shall be eligible for opening and evaluation of their Price Bids in the next stage of the Bidding Process comprising the opening and evaluation of Price Bid (the "**Price Bid**").

1.3.8 The bidder whose Price Bid will be lowest i.e., Lowest PK Fee for the Project, shall be declared as the preferred Bidder for Project ("Preferred Bidder").

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

"RFP document for Procurement, Supply, Operation and Maintenance of 20 Double Decker Air-Conditioned Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting"

1.4 Schedule of Bidding Process

1.4.1 Schedule of Bidding Process is set out below:

Sl.No	Activity Description	Date and Time (IST)
1.	Availability of Bid Documents on e-procurement portal	14.03.2026 at 12:00 Hrs.
2.	Last date for receiving Pre-bid queries	22.03.2026 at 17:00 Hrs.
3.	Pre-Bid Conference	23.03.2026 at 15:00 Hrs.
4.	Last date for downloading the Bid documents from the e-procurement portal	16.04.2026 at 16:00 Hrs.
5.	Bid submission- Bid Due Date	16.04.2026 at 16:00 Hrs.
6.	Physical submission of hard copies of documents specified in Clause 2.11.2	3 working days subsequent to Bid due Date above
7.	Opening date and time of Technical Bid	16.04.2026 at 16:30 Hrs.

2 INSTRUCTIONS TO BIDDERS

2.1 General terms of Bidding

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

2.1.2 The information on the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids.

2.1.3 Notwithstanding anything to the contrary contained in this RFP document, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.4 The Bid shall be furnished in the format as per the Appendices. The amount/ numbers shall be indicated clearly in both figures and words, in Indian Rupees, in prescribed format of Price Bid. In the event of any discrepancy between Price Bid quoted in figures and words, lower of the two shall be considered.

2.1.5 The Bidder shall deposit a Bid Security of the amount specified in Clause 2.22.4 in accordance with the provisions of this RFP.

2.1.6 The Bidder shall submit a Power of Attorney as per the format at Appendix 3, authorising the signatory of the Bid to commit the Bidder.

2.1.7 In case the Bidder is a Consortium, the Members thereof shall furnish a Power of Attorney in favour of the Lead Member in the format at Appendix 4.

2.1.8 Any condition or qualification or any other stipulation contained in the Bid not in conformity with this RFP document shall render the Bid liable to rejection as a non-responsive Bid.

2.1.9 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate authenticated and certified translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.1.10 The documents including this RFP document and all attached documents, provided by Authority are and shall remain or become the property of Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.11 Any award of Concession shall be in terms of this RFP document.

2.1.12 The Successful Bidder(s), if single entity, shall have the option to incorporate Special Purpose Company in terms of Clause 2.1.18 or in case the Successful Bidder is a Consortium then such Successful Bidder shall have to incorporate Special Purpose Company in terms of Clause 2.1.19 as the case may be, incorporated under the Indian Companies Act, 2013 (the "SPV"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall comply with the following additional requirements:

(a) number of members in a Consortium shall not exceed 3 (three). However, none of the members in a Consortium should be under any sort of ineligibility under the Bid documents;

(b) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;

(c) At least one of the members of the Consortium should be an original equipment manufacturer "**OEM**" or its Associate and the OEM or its Associate shall be required to fulfil the Technical Capacity criteria mentioned in clause 2.2.3 of this RFP. Further, the OEM or its Associate shall mandatorily hold minimum 26% shareholding in the Consortium and shall also continue to hold minimum 26% of the subscribed and paid-up equity share capital in the SPV created to implement the Project till the end/expiry of the Concession Period.

(d) members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 51% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported

by a Power of Attorney, as per the format at **Appendix 4**, signed by all the other members of the Consortium;

(e) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to OEM, financial, technical, operations and maintenance obligations;

(f) an individual Bidder cannot at the same time be member of a Consortium bidding for the Project. Further, a member of a particular Consortium cannot be member of any other Consortium bidding for the Project;

(g) the members of a Consortium shall form an appropriate SPV to execute the Project, if the Project is awarded to the Consortium;

(h) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Appendix 6** (the **"Joint Bidding Agreement"**) for the purpose of making the Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia

i. convey the intent to form a SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP document, which would enter into the Concession Agreement and subsequently perform all the obligations of the Operator in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
ii. clearly outline the proposed roles and responsibilities, if any, of each member;
iii. commit the minimum equity stake to be held by each member;
iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period commencing from the commercial operation date of the Project till the expiry of the Concession Agreement hold minimum 26% subscribed and paid-up equity share capital in the SPV and include a statement to the effect that all members of the Consortium , shall be liable jointly and severally for all obligations of the Operator in relation to the Project, in accordance with the Concession Agreement; and

(i) except as provided under this RFP document, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of Authority.

2.1.13 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on Bid Due Date, would not be eligible to submit the Bid, either individually or as member of a Consortium or its Associate. Further, Bidder including any Consortium member or its Associate should not be in the list of Ineligible firms published by the World Bank, available on https://www.worldbank.org/en/projects-operations/procurement/debarred-firms any entity

which is listed as blacklisted firm/entity of World Bank would not be eligible to submit the Bid either individually or as member of a Consortium.

2.1.14 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

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

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

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

(a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

(b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;

(c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 2.2.2 below; and

(d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

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

purposes of a Bid hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.1.17 Capitalised terms used in this RFP document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.

2.1.18 In case the Bidder is a single entity and is notified as the Successful Bidder under the provisions of this RFP, it has the option of executing the Agreement and implementing the Project through a Special Purpose Vehicle incorporated as a subsidiary Company of the Successful Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement. For avoidance of doubt, it is clarified that the SPV as mentioned above should be an immediate subsidiary of the Successful Bidder, without any intermediaries involved.

2.1.19 In case the Successful Bidder is a Consortium, it shall be mandatory to form an SPV to execute the Concession Agreement and implement the Project. In case of the Consortium, the OEM or its Associate shall mandatorily hold minimum 26% subscribed and paid-up equity share capital in the SPV throughout the period of the Agreement.

2.1.20 The SPV shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of the Concession Agreement; and that the Successful Bidder (or the Consortium members), shall hold not less than:

i. 51% (fifty-one per cent) of its subscribed and paid-up Equity on the date of the Concession Agreement and for a period of 3 (three) years from the date of Commercial Operations Date (COD) as defined in the draft Concession Agreement; and

ii. Additionally, the OEM or its Associate shall continue to hold at least 26% of the subscribed and paid-up equity shareholding in the SPV till the end/expiry of the period of the Concession Agreement.

2.2 Eligibility and Qualification Requirements of Bidders

2.2.1 For determining the eligibility of Bidder the following shall apply:

(a) The Bidder may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

(b) Bidder is a Business Entity which shall be:

i. a company incorporated under the Companies Act, 1956 or 2013, but excluding companies covered under section 2(45) of the Companies Act 2013; or

ii. an entity incorporated outside India under equivalent law; or

(c) Venture Capital Fund (VCF) /Alternate Investment Funds (AIF) are also eligible to participate in the bidding process as a member of Consortium subject to the conditions set out in Clause 2.2.9.

(d) group of Business Entities and/or VCF/AIF with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.12.

(e) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall be entitled to forfeit and appropriate the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of Authority, including consideration of such Bidder's Bid (the "Damages"), without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five percent) of the paid up and subscribed share capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.2.1(e), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **"Subject Person"**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent[1] of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

(vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project; or

(vii) Such Bidder or any Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 year from the date of award of the Project to that Bidder.

(viii) In case a Bidder is a Consortium, then the term Bidder shall include each Member of such Consortium.

(f) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Successful Bidder or Operator, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without Authority being liable in any manner whatsoever to the Successful Bidder or Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP document for

[1] For the purpose of this clause the word "constituent" shall include Promoter, Director, Shareholder, Partner, Agent, representative etc

the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

(g) Any change in the composition of a Consortium shall not be permitted during the bidding process.

2.2.2 To be eligible for this RFP document, a Bidder subject to Clause 2.2.15 shall fulfil the following conditions of eligibility:

(A) Technical Capacity:

2.2.3 Technical Capacity of the Bidders and or Associate as the case may be, pursuant to Clause 2.2.15 and subject to Clause 2.1.12 (h)(iv), would be evaluated on the basis of the following:

a. A Bidder / a member of Consortium shall be a registered electric bus manufacturer having a bus manufacturing facility in India.
b. A Bidder / member of Consortium shall have manufactured and supplied to any government entity
    i. at least 50 (fifty) 12 or 9 metres electric bus; **OR**
    ii. at least 10 (ten) Double Decker electric buses

    in last 5 (five) financial years prior to the Bid Due Date.
c. A Bidder / a member of Consortium shall have annual manufacturing capacity of 100 electric buses
d. The Bidder as a Bidder / a member of Consortium should have completed testing and certification of a similar[2] model homologation (100% battery operated electric bus) from government approved testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time.
e. In case the Bidder is not able to provide type approval certificate and homologation as required under 2.2.14 (iii) (c) then the Bidder shall have to submit Self Declaration for Testing Certificate in terms of Appendix 13.

(B) Financial Capacity Criteria

2.2.4 Financial Capacity of the Bidders and or Associate as the case may be, pursuant to Clause 2.2.15 and subject to Clause 2.1.12 (h)(iv) would be evaluated on the basis of the following:

a) The average annual turnover of the Bidder in the last 3 consecutive financial years immediately preceding the Bid Due Date **or** the Total Fund Available for Project in the financial year immediately preceding the Bid Due Date.
b) net worth as at the end of the most recent financial year.

[2] Double Decker Electric bus or 12/9 (Twelve/nine metres) electric bus

2.2.5 The Bids must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the financial year in which the Bid is made.

2.2.6 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports provided shall be considered for the purpose of this RFP.

2.2.7 Certificate(s) from its statutory auditors specifying the Annual Turnover during the last 3 financial years and net worth of the Bidder, as at the close of the preceding financial year as per Appendix 10 & 11 shall be provided in support of their claim.

2.2.8 In case the Bidder is a Consortium, for the purpose of evaluation, subject to Clause 2.1.12 (h)(iv) the arithmetic sum of financial parameters criteria of Average Annual Turnover of such members should meet the Financial Capacity and the Lead Member must satisfy a minimum of 50% of the aforesaid criteria. Provided that each member of the Consortium shall have positive Net Worth in the immediately preceding financial year.

2.2.9 Venture Capital Fund (VCF) /Alternate Investment Funds (AIF) are eligible to participate in the bidding process as a member of Consortium subject to following conditions.

a) For the purpose of evaluating the Financial Capability of the VCF/ AIF towards its ability and willingness to contribute towards the Project, following criteria shall be considered: The Asset Management Company (AMC) /Trustee/ relevant entity having requisite powers shall, confirm the funds available for the Project ("**Total Funds Available for Project**" or say **TFAP**) through an undertaking that:

   i. Objective of the VCF / AIF is not at variance with objective of the Project,
   ii. TFAP is within the limits prescribed under Securities and Exchange Board of India (SEBI), Foreign Investment Promotion Board (FIPB) and Government of India guidelines for foreign direct investments and any other applicable law/ regulation in India,
   iii. TFAP does not exceed the investment parameters defined by the contributors to the VCF/ AIF,
   iv. TFAP is less than or equal to Investible Funds (Total Fund Corpus of the VCF, net of expenditure for administration and management of the VCF) Less investments / commitments made by VCF/ AIF as on Bid Due Date.

   The aforesaid TFAP shall be supported by necessary documentary evidence including most recent quarterly return with relevant authority.

2.2.10 For the purpose of Qualification, a Bidder would be required to demonstrate the threshold Financial Capability measured on the criteria as listed below. The Bidder would have to satisfy any one of the following criteria:

Alternative 1	Average Annual Turnover	The Bidder should have minimum average annual turnover of INR 25 crore (Rupees Twenty-Five Crore) in the last 3 consecutive financial years immediately preceding the Bid Due Date
Alternative 2	Total Fund Available for Project	The Bidder should have the TFAP as defined in Clause 2.2.9(a), at the close of the financial year preceding Bid Due Date, of INR 100 crores (Rupees One Hundred Crore)

2.2.11 The Bidder may demonstrate the threshold financial capacity either under Alternative 1 or under Alternative 2 as per Clause 2.2.10 above. For avoidance of doubt, Alternative 2 is applicable for Bidders bidding as a Consortium and the TFAP requirement is met by VCF as a member of the Consortium.

2.2.12 The Bidder shall have positive Net Worth in the financial year immediately preceding the Bid Due Date.

2.2.13 For the purpose of this RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

2.2.14 The Bidders shall enclose with its bid, to be submitted as per the format at Appendix 1, the following:

(i) Certificate(s) from its statutory auditors stating the annual turnover, during the past 3 years in respect to Clause 2.2.4 specified above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

(ii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.14. (ii).

(iii) Documentary evidence to demonstrate Technical Capacity

a. Self-Certification and Affidavit for having a bus manufacturing facility and Certification of Accreditation for bus body building from Government approved testing agencies
b. Supply agreement or purchase order or contract; demonstrating details of e-

bus manufactured and supplied in terms of 2.2.3 (b) providing details of number of e-buses, year of supply and names of customers to whom supplied.

c. Type-approval certificate and homologation certificate testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time.
d. To demonstrate manufacturing capacity in terms of 2.2.3 (c), certificate from a Chartered Engineer certifying production capacity and an Affidavit in terms of Appendix 12 as a proof of manufacturing capacity available with the OEM.
e. Certification of Accreditation for bus body building from Government approved testing agencies notified under CMVR Section 126.

2.2.15 In computing the Technical Capacity and Financial Capacity of the Bidder/Consortium Members under Clauses 2.2.3, 2.2.4 the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

2.3 Proprietary Data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.4 Cost of Bidding

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

2.5 Verification of Information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

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

(a) made a complete and careful examination of the RFP document.

(b) received all relevant information requested from Authority.

(c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of Authority relating to any of the matters referred to in Clause 2.5.1 above.

(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP document and performance of all of its obligations thereunder.

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP document or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Authority, or a ground for termination of the Concession Agreement by the Operator;

(f) acknowledged that it does not have a Conflict of Interest.

(g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP document or the Bidding Process, including any error or mistake therein or in any information or data given by Authority.

2.6 Verification and Disqualification

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

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

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by Authority, the supplemental information sought by Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification/ rejection occurs after the Price Bids have been opened and the lowest bidder gets disqualified/ rejected, then Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of Authority, including annulment of the bidding process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including

the Concession thereby granted by Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LOA or entering into of the Concession Agreement, and if the Successful Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by Authority to the Successful Bidder or the Operator, as the case may be, without Authority being liable in any manner whatsoever to the Successful Bidder or Operator. In such an event, Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority under the RFP document and/ or the Concession Agreement, or otherwise.

2.6.4 the Authority at its discretion can disqualify the Bidder without any further correspondence, as non-responsive, if,

a. Technical and/or price bid is not submitted online in the manner as prescribed and is not in conformity with the terms and provisions of this RFP.

b. Price Bid submitted in physical form

c. Bid Security do not conform to the provisions set forth in this RFP or is not submitted.

d. The bidder engages in any fraudulent practices defined in section 4 of this RFP.

e. Bidder is a blacklisted firm/entity listed by World Bank

f. A bidder submits or participates in more than one bid under this RFP.

g. Bidder is debarred or terminated or blacklisted in India by Central Govt. organization / State Govt. organization/any Municipal Corporation / ULBs etc.

h. The Bidder (in case of a Consortium, each member of Consortium) or any of its Associates has had any of their contracts terminated by any central, state, or local government or government instrumentality for breach of such contract by the Bidder or anyof its Associates, and that such termination has not been set aside or stayed by a competent judicial authority.

i. The Bidder or any of its Associates has been categorized as a wilful defaulter by any lender, in accordance with applicable laws.

j. The Authority reserves the right to seek information and evidence from the Bidders with respect to their continued eligibility at any time during the Bidding Process and each Bidder undertakes to promptly provide all the information and evidence requested by the Authority and the Bidder has failed to furnish the information and evidence sought by the Authority.

k. Any of the directors of the Bidder or its Associate has a criminal history or has been

convicted by any court of law for any of the offenses under any Indian laws.

l. Any criminal proceeding is pending in any court of law in India against any of the directors and if any such proceeding culminates into conviction.

m. Bidders may specifically note that while evaluating the Bid, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of Bid, then the Bidders so involved are liable to be disqualified under this Bidding Process as well as future bids at the sole discretion of the Authority.

2.7 Content of the RFP document

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

Volume I	Request for Proposal
Volume II	Draft Concession Agreement

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP document may notify Authority in writing or by e-mail in accordance with Clause 1.3.9. They should send in their queries before the date specified in the schedule of Bidding Process specified in Clause 1.4. Authority shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. All the queries and its responses will be hosted on the e-Tendering Portal without identifying the source of queries.

2.8.2 Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Authority to respond to any question or to provide any clarification.

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

2.9 Amendment of RFP document

2.9.1 At any time prior to the Bid Due Date, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addenda.

2.9.2 Any Addendum thus issued will be posted on the website https://tntenders.gov.in, https://mtcbus.tn.gov.in/, https://tnidb.tn.gov.in/

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

2.10 Format and Signing of Bid

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

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

2.11 Documents comprising Technical Bid and Price Bid

2.11.1 The Bidder shall submit the Technical & Price Bid online through GoTN e-procurement portal https://tntenders.gov.in, only comprising of the following documents along with supporting documents as appropriate:

Part I: Technical Bid

Technical Bid should include the following:

i. Covering Letter in the prescribed format as in **Appendix 1**
ii. Bid Security in terms of Bank Guarantee as in **Appendix 2**
iii. Power of Attorney for single bidder for signing the Bid as per the format at **Appendix 3**
iv. Power of Attorney for Lead Member of the Consortium for signing the Bid as per the format at **Appendix 4**
v. Format For Bidder's Composition and Ownership Structure as set out in **Appendix 5**
vi. Format for Joint Bidding Agreement as in **Appendix 6**
vii. Format for Letter of Undertaking as in **Appendix 7 (Format 1 & Format 2)**
viii. Format for Affidavit as per **Appendix 8**
ix. Completed format of Financial Qualification Requirement of the Bidder as in **Appendix 9, 9A (MAAT) & Appendix 10, 10A (Net Worth)**
x. Self-Certification format for Technical Qualification Requirement as in **Appendix 11, 11A, 11B, 11C**
xi. Relationship & Details of Equity Shareholding as per **Appendix 12**
xii. Self-Declaration for Testing Certificate as per the format in **Appendix 13**
xiii. Certificate Regarding compliance for Land Border Restrictions as per **Appendix 14**

Part II: Price Bid

i. Price Bid in the form of BoQ-Excel sheet and shall be uploaded separately on the GoTN e tendering portal.

2.11.2 The Bidder shall submit the following documents physically in hard copy format:

(a) Original Power of Attorney for signing the Bid as per format at Appendix 3.

(b) if applicable, Original Power of Attorney for Lead Member of Consortium as per the format at Appendix 4.

(c) if applicable, Original Joint Bidding Agreement for Consortium as per the format at Appendix 6.

2.11.3 The documents listed at Clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the following identification:

"**Bid for Procurement, Supply, Operation and Maintenance of 20 Double Decker Air-Conditioned Electric Buses and Development of Allied Electric and Civil Infrastructure on GCC**"

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.

2.11.4 The envelope shall be addressed to:

ATTN. OF:	**The Managing Director**
ADDRESS:	Metropolitan Transport Corporation (Chennai) Ltd, No.2, Pallavan Illam, Pallavan Salai, Chennai – 600 002.
E-MAIL ID:	amprojects1.mtc@gmail.com,

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

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

2.12 Bid Due Date

2.12.1 Technical & Price Bid comprising of the documents listed at clause 2.11.1 of the RFP document shall be submitted online through e-procurement portal https://tntenders.gov.in/ on or before 16.04.2026 at 16:00 hours IST ("**Bid Due Date**"). Documents listed at clause 2.11.2 of the RFP document shall be physically submitted on or before 20.04.2026 at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP document.

2.13 Late Bids

2.13.1 E-procurement portal https://tntenders.gov.in/ shall not allow submission of any Bid after the prescribed date and time at Clause 2.12.1. Physical receipt of documents listed at Clause 2.11.2 after the prescribed date and time at Clause 2.12.1 shall not be considered and the Bid shall be summarily rejected.

2.14 Procedure for e-tendering

2.14.1 Accessing/ Purchasing of Bid documents

a. It is mandatory for all the Bidders to possess a valid Class -3 Signing and Encryption Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or organisation) as per the provisions of Government of India IT Act 2000 with latest amendments.

b. DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP. It should be in corporate capacity (that is in Bidder capacity / in case of Consortium in the Lead Member capacity, as applicable). The Bidder shall submit document in support of DSC.

c. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://tntenders.gov.in under the link "Information about DSC".

2.14.2 The Bidders are required to register themselves on the Tamil Nadu e-procurement system portal at URL: https://tntenders.gov.in/nicgep/app and submit soft copies of their Bids electronically using valid Digital Signature Certificates. Bidders may refer to instructions on online bid submission available on the site at:

a. https://tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page

b. https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf

2.14.3 If the firm / Consortium is already registered with e-Procurement Portal of the Authority, and validity of registration is not expired the firm / Consortium is not required a fresh registration.

2.14.4 The complete Bid document can be viewed / downloaded by the Bidder from eProcurement portal of the Authority URL: https://tntenders.gov.in/nicgep/app from the date mentioned in Clause 1.4.

2.14.5 Preparation & Submission of Bids:

a. The Bidder shall submit his Bid online following the instruction appearing on the screen. The e-Procurement portal has user manuals with detailed guidelines on enrolment and participation in the online Bidding process. The user manuals can be downloaded for ready reference.

b. Bid must be submitted online only through e-procurement portal of the Authority URL: https://tntenders.gov.in/nicgep/app using the digital signature of Authorised Representative of the Bidder.

c. It is suggested that the Bidder should submit the Bidding Documents online well in advance of the prescribed time to avoid any delay or problem during the online

submission process. Authority shall not be held responsible for any sort of delay or the technical difficulty faced in the submission of tenders online by the Bidders.

2.14.6 Modifications/ Withdrawal of Bid

a. The Bidder may modify its e- Bid after submission prior to the Bid Due Date. No Bid can be modified by the Bidder on or after the Bid Due Date & Time.

b. No bid can be withdrawn once submitted.

2.15 Online Opening of Bids

2.15.1 Opening of Bids will be done through online process.

2.15.2 The Authority shall on-line open Technical Bids 16.04.2026 on at 16:30Hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.

2.16 Authority's right to Accept or Reject the Bids

2.16.1 Notwithstanding anything contained in this RFP document, Authority reserves the right to accept or reject any or all of the Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

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

2.17 Validity of Bid

2.17.1 Bid shall remain valid for a period of 180 days from Bid Due Date. Authority reserves the right to reject a bid as non-responsive if such bid is valid for a period of less than bid validity period and the Authority shall not be liable to send an intimation of any such rejection to such Bidder. In exceptional circumstances, prior to expiry of the original bid validity period, the Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting their Bid Security. A bidder agreeing to the request will not be permitted to modify his bid but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with RFP terms in all respects. Subject to the specific terms of the draft Concession Agreement, the price as per the bid shall be valid for the entire duration of the Agreement when awarded within the bid validity period.

2.18 Confidentiality

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

2.19 Correspondence with the Bidder

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

2.20 Consultant(s) or Advisor(s)

2.20.1 To assist in the examination, evaluation, and comparison of Bids, Authority may utilize the services of consultant(s) or advisor(s).

2.20.2 No entity including the Bidders can hold and Authority shall not be bound by the opinion or advice given by any consultant or advisor referred to in Clause 2.20.1. The final determination as regards the Bid shall vest with Authority.

2.21 Currency

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

2.22 Bid Security

2.22.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.22.4. The bidder is allowed to submit the Bid security through its Associate also, along with an affidavit as attached in Annexure 7.

2.22.2 The Bidders shall submit the Bid Security by online transfer or through Electronic Bank Guarantee (e BG) only through e-procurement portal. The Electronic Bank Guarantee (e BG) shall be issued by an authorized Bank listed in the e procurement portal in India, in favour of the Authority in the format at Appendix-2 (the “Bank Guarantee”) In case of online transaction, the Bidder shall submit scanned copy of online transaction statement towards bid security as part of Technical Bid. The validity period of the e BG shall not be less than 180 (one hundred and eighty) days from the Bid Due Date with a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time from the Bid Due Date. Any Bid shall be summarily rejected if it is not accompanied by the Bid Security.

Following mentioned are the bank details of the Authority:

Particulars	**Details**
Bank Name	Indian Overseas Bank
Branch	Cathedral Branch
Account Number	010902000000407
IFSC Code	IOBA0000109
MICR Code	600020002
Address	No.762, Anna Salai, Chennai- 600 002

2.22.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.22.4 The Bid Security details are provided in the table below:

Bus Type	**No. of Buses**	**Bid Security**
Double Decker Air-Conditioned Electric Bus	20	Rs. 30 Lakh (Rupees Thirty Lakhs only)

No Interest will be payable by the Authority on the Bid Security.

2.22.5 Save and except as provided in Clauses 1.3.2, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date.

2.22.6 The Successful Bidder's Bid Security will be returned, without any interest, upon the Operator signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.22.7 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.22.8 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

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

(a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

(b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority.

(c) In the case of Successful Bidder, if it fails within the specified time limit:

i) to sign and return the duplicate copy of LOA.

ii) to sign the Concession Agreement within the period prescribed thereof in the LOA; or

iii) to furnish the Performance Security within the period prescribed thereof in the LOA.

(d) In case the Successful Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security, if applicable.

2.23 Performance Security

2.23.1 The Successful Bidder shall for the performance of its obligations, furnish Performance Security in terms of Article 9 of the draft Concession Agreement. The amount of the Performance Security to be furnished shall be **Rs. 1.80 Crore (Rupees One Crore Eighty Lakhs only).**

3 EVALUATION METHODOLOGY

3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall open online Technical Bids received through the e-procurement portal of GoTN, at the time and the date specified in the RFP, at the place specified in RFP and in the presence of the Bidders who choose to attend.

3.1.2 The following information shall be announced at the Bid opening and recorded:

a) Bidders' names; and

b) Particulars of the Bid Security.

3.1.3 The Authority will subsequently examine and evaluate Technical Bid in accordance with the provisions set out hereunder in this RFP.

3.2 Test of Responsiveness

3.2.1 Prior to evaluation of Bids, Authority shall determine whether each Bid is responsive to the requirements of the RFP document. The Bid shall be considered responsive only if:

(a) it is received as per format at **Appendix 1**.
(b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.9.3.
(c) it is signed, sealed, and marked as stipulated in Clause 2.10.2.
(d) it is accompanied by the Power(s) of Attorney as specified in Appendix 3 and in the case of a Consortium, the Power of Attorney as specified in Appendix 4.
(e) it contains all the information as requested in this RFP Document (in formats as those specified);
(f) it contains certificates from its statutory auditors in the formats specified at **Appendix 9** and **Appendix 10** of the RFP Document.
(g) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.1.12(g).
(h) it is accompanied by the Bid Security as specified in Appendix 2.
(i) it does not contain any condition or qualification.
(j) physical copy of the documents mentioned in Clause 2.11.2 are submitted by the Bid Due Date or as per the requirements of this RFP; and
(k) it is not non-responsive in terms hereof.

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

3.3 Evaluation of Technical Bids

3.3.1 The Technical Bids submitted by the Bidders shall be checked for eligibility, technical capacity, financial capability, bid security and other such compliances with the

requirements of the RFP Document. The Authority reserves the right to reject the Bid of a Bidder without opening the Price Bid, if Bid is non-responsive in terms of Clause 3.2.1.

3.3.2 The Authority will get the Bid Security verified from the issuing bank and after due verification, the Authority will evaluate the Technical Bids of the Bidders for their compliance provided in Clause 3.3.1.

3.3.3 Based on evaluation of Technical Bids, the Authority would release a list of Bidders who meet the qualification criteria set out in this RFP Document for the Project. A list of such aforesaid Bidders shall be prepared, and such Bidders shall be informed that their Bid has been shortlisted for opening of the Price Bid ("Shortlisted Bidders").

3.3.4 The Authority shall intimate a date for opening of Price Bids to all the Shortlisted Bidders through e-procurement portal of GoTN and invite them for opening of the Price Bids. Attendance to such opening of Price Bids is not mandatory. However, the Authority shall not entertain any claim of whatsoever nature in case a Bidder does not attend the meeting for opening of Price Bids of Shortlisted Bidders.

3.4 Opening and Evaluation of Price Bids

3.4.1 Authority shall inform the venue and time of online opening of Price Bids to all Shortlisted Bidders through e-procurement portal and/ or e-mail. Authority shall open the Price Bids online on the date and the time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. Authority shall prepare a record of opening of Price Bids.

3.4.2 Price Bid of the Shortlisted Bidders shall be opened online. The Price Bid of the Bidders for the Project would be evaluated based on payment to be made by the Authority to Bidder in terms of the Concession Agreement i.e., PK Fee quoted by the Bidder in its Price Bid.

3.4.3 The Bidder quoting the lowest PK Fee, payable by the Authority to the Bidder, shall be declared as the Preferred Bidder ("Preferred Bidder").

The lowest PK Fee as negotiated with MTC pursuant to Clause 3.4.5 and 3.4.7 shall be used for the determination of Fee in terms of Article 22 of the draft Concession Agreement.

3.4.4 In case the Price Bid of the Preferred Bidder is found seriously imbalanced by Authority in relation to its Internal Estimate or Industry Practice, the Authority shall be entitled to solicit, at its discretion, detailed price analysis for any or all items specified in Price Bid, from the Preferred Bidder and/or all Bidders to demonstrate the internal consistency of those prices.

"Internal Estimate" shall mean per km rate prepared by Authority through its internal estimates. "Good Industry Practice" shall mean the use of cost that would reasonably and ordinarily be expected from a skilled and experienced bus operator engaged in city bus operations of electric buses anywhere in India.

In case of the Price Bid of the Preferred Bidder, which is unrealistically lower or unrealistically higher than internal estimate or market rate or Good Industry Practice and

which could not be substantiated satisfactorily by the bidder then provisions of Clause 3.4.5 shall apply.

3.4.5 The Authority may either choose to accept the Bid of the Preferred Bidder or invite him for negotiations.

3.4.6 In the event that two or more Bidders have quoted the same Price Bid ("Tie Bidders") the Authority shall identify the lowest Bidder by adopting the following approach:

a. The Tie Bidders shall be asked to provide their best and final offer of the Price Bid through e-procurement portal of GoTN and the Tie Bidder quoting the lowest PK Fee shall be declared as the Preferred Bidder.

b. In case, a tie still persists after the procedure contained in clause 3.4.6 (a) the Authority shall identify the Preferred Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.5 Letter of Acceptance

3.5.1 After the opening of Price Bid, the Authority shall notify the Successful Bidder as confirmed in writing by registered/speed post/email that their bid has been accepted. This letter (hereinafter called "Letter of Acceptance") shall name the amount (i.e lowest PK Fee) which the Authority will pay to the Successful Bidder in consideration obligations set forth in the Concession Agreement.

3.5.2 The Letter of Acceptance (the "LOA") shall be issued, in duplicate, by Authority to the Successful Bidder and the 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 within the stipulated date, Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LOA.

3.5.3 After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause to execute the Concession Agreement within the period prescribed in LOA and submit the Performance Security in accordance with the draft Concession Agreement. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the draft Concession Agreement. In the event the Successful Bidder do not execute the Concession Agreement or the Performance Guarantee is not submitted in accordance with the draft Concession Agreement, Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder to sign the Concession Agreement and/or submit the Performance Guarantee as the case may be.

3.6 Contacts during Bid Evaluation

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

3.7 Correspondence with Bidder

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

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

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

4 FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, Authority may reject the Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, 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 Bidding Process. In such an event, Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority under the RFP document and/ or the Concession Agreement, or otherwise.

4.2 Without prejudice to the rights of Authority under Clause 4.1 hereinabove and the rights and remedies which Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFQ/RFP/RFP issued by Authority during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 2.2.1(f), engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the

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

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

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

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

5 PRE-BID CONFERENCE

5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time, and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of Authority. Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.

6 MISCELLANEOUS

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

6.2 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.

(b) consult with any Bidder in order to receive clarification or further information.

(c) retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

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

6.4 This activity is associated to a Program supported by financing from the World Bank and Bidders/Suppliers/Contractors/Consultants are required to comply with the applicable Guidelines (available at the following link): https://ppfdocuments.azureedge.net/3682.pdf.

APPENDIX 1 - COVERING LETTER CUM PROJECT UNDERTAKING

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

Date: ……

To,

The Managing Director

Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**

No**.**2, Pallavan Illam, Pallavan Salai,

Chennai **–** 600 002

Email: amprojects1.mtc@gmail.com,

Subject**:** Request for Proposal for Procurement, Supply, Operation and Maintenance of 20 Air-Conditioned Double Decker Electric Buses and Development of Allied Electric and Civil Infrastructure on GCC for the Metropolitan Transport Corporation **(**Chennai**)** *Ltd* **("Project").**

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) Document in respectof the Project provided to us by The Metropolitan Transport Corporation **(**Chennai**)** Ltd (MTC), Chennai. We hereby submit our Bid for the captioned project.

1. We are enclosing and submitting herewith our Bid with the details as per the requirements of the RFP Document, for your evaluation and consideration.
2. The Bid is unconditional and unqualified.
3. All information provided in the Bid and in the Appendices is true and correct.
4. The statement made herein are for the express purpose of qualifying as a Bidder for the aforesaid Project.
5. I/ We shall make available to MTC, any additional information it may find necessary or require to clarify, supplement, or authenticate the Bid.
6. I/ We acknowledge the right of the MTC to reject our Bid without assigning any reason or otherwise.
7. 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.

8. I/ We declare that:

   (a) I/ We have examined and have no reservations to the Bidding Documents, including the Addendum issued by the MTC.

   (b) I/ We do not have any conflict of interest in accordance with Clause 2.2.1(e) of the RFP document;

   (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, asdefined in Section 4 of the RFP Document, in respect of any tender or request for proposal issued by or any agreement entered into with the MTC orany other public sector enterprise or any government, Central or State; and

   (d) I/ We hereby certify that I/we have taken steps to ensure that in conformity with the provisionsof Section 4 of the RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to submit Bids for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP Document.

10. I/We declare that we satisfy and meet the requirements as specified in the RFP Document and eligible to submit a Bid in accordance with the terms of this RFP Document.

11. I/ We declare that we/ any Member of the Consortium are/ is not a member of any [other] Consortium submitting a Bid for the Project.

12. 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 undertakethe Project or which relates to a grave offence that outrages the moral sense of the community.

13. I/ We further certify that in regard to matters relating to security and integrity of India, we havenot been charge-sheeted by any agency of the Government or convicted by a Court of Law for anyoffence committed by us.

14. I/ We certify that no investigation by a regulatory authority is pending either against us or againstour CEO or any of our Directors or any shareholder holding not less 10% of our issued and subscribe equity share capital.

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification, we shall intimate the MTC of the same immediately.

16. We acknowledge that all members shall continue to hold the minimum shareholding of the Operator Equity Capital under and in accordance with the provisions of the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obtained in the Concession Agreement in respect of Change in Ownership. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement which is contrary to the terms therein,

it would, notwithstanding anythingto the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the MTC being liableto us in any manner whatsoever.

17. We acknowledge and agree that in the event of a change in composition of our Consortium during the Bidding Process, the same shall be a basis for disqualification of our Consortium by the MTC forthwith.
18. We understand that the Consortium shall incorporate itself as a Company under the Indian Companies Act, 2013 such prior to execution of the Concession Agreement.
19. 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 the MTC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Successful Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide bythe same.
21. I/We have studied all the Bidding Documents carefully and also surveyed the (Project and other matters mentioned in the Bidding Documents including in Clause 2.11.1 and 2.11.2 of the RFP Document). We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the MTC or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of concession.
22. The PK Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP Document, draft Concession Agreement, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Bid.
23. I/We confirm our having submitted the Bid Security of _____ (specify Bid Security amount) to the MTC in accordance with the RFP Document. The Bid Security in the form of a electronic Bank Guarantee.
24. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.
25. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents including the RFP Document.
26. I/We agree to keep and confirm that our Bid is valid for 180 days from Bid Due Date and till the signing of the Concession Agreement in accordance with the terms of the RFP if selected as Preferred Bidder
27. We hereby agree and undertake that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the Draft ConcessionAgreement, a draft of which also forms a part of the RFP Document provided to us.

28. I/ We hereby submit our Bid as indicated in Price Bid for undertaking the aforesaid Project in accordance with the RFP Document.
29. I/ We undertake that we have not mentioned the Price Bid i.e. the PK Fee, anywhere in the Technical Bid. I/ We also undertake that in the case I/We have mentioned the same, my/ our Bid will be rejected.
30. I/We shall undertake that we abide by all the applicable laws of India.

Dated this ……..Day 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.*

APPENDIX 2 - BID SECURITY

Format of Bank Guarantee

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

Bank Guarantee No. ……

Date ……

To,

The Managing Director

Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**

No**.**2, Pallavan Illam, Pallavan Salai,

Chennai **–** 600 002

Email: amprojects1.mtc@gmail.com,

Dear Sir(s),

B.G. No._____dated_____.

This Deed of Guarantee executed at ——————— by_____ (Name of Bank)having its Head/Registered office at _____(hereinafter referred to as the "**Guarantor**") which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns.

In favour of Managing Director, Metropolitan Transport Corporation **(**Chennai**)** Ltd**.** (hereinafter referred to as the "MTC"), having its office at the office Managing Director, No**.**2, Pallavan Illam, Pallavan Salai, Chennai **–** 600 002, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS

A. M/s_____, a company duly incorporated under the provisions of the Companies Act, 2013, having its registered office at_____(hereinafter referred to as the "**Bidder**") which expression shallunless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns, has/have bid for Request for Proposal for Procurement, Supply, Operation and Maintenance of 20 Double Decker Electric Buses and Development of Allied Electric and Civil Infrastructure on GCC for The Metropolitan Transport Corporation **(**Chennai**)** Ltd (herein after referred to as the "**Project**").

B. In terms of Clause 2.22.4 of Volume I of the Request for Proposal Document dated ———

issued in respect of the Project (hereinafter referred to as the "**RFP Document**") the Bidder is required to furnish to MTC, Chennai an unconditional and irrevocable Bank Guarantee for an amount of Rs. (Rupees_Only) (***type appropriate amount***) as Bid Security.

C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

a. The Guarantor, as primary obligor shall, without demur, pay to MTC, Chennai an amount not exceeding Rs._____ (Rupees _____Only) (***type appropriate amount)***, within five (5) days of receipt of a written demand from MTC, Chennai calling upon the Guarantor to pay the said amount and stating that the Bid Securityprovided by the Bidder has been forfeited in terms of Clause 2.22.7 of Volume I of the RFP Document.

b. Any such demand made on the Guarantor by MTC shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.

c. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of MTC is disputed by the Bidder or not.

d. This Guarantee shall be unconditional and irrevocable and remain in full force for a period of 180 days or for such extended period as may be mutually agreed between MTC and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.

e. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.

f. In order to give full effect to this Guarantee, MTC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shallnot be affected by any variations in the terms and conditions of the RFP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by MTC against the Bidder or any indulgence shown by MTC to the Bidder. and. the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension,postponement, non-exercise, delayed exercise or omission on the part of MTC or any indulgence by MTC to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would butfor this provision have effect of so relieving the Guarantor.

g. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under ————————.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ONTHE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and delivered by _____

Bank by the hand of Mr. _____

it's _____and authorised official.

APPENDIX 3 - POWER OF ATTORNEY FOR SIGNING OF THE BID

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

Know all men by these presents, We..... (name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms…… (name and residential address) who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for ***Request for Proposal for Procurement, Supply, Operation and Maintenance of 20 Double Decker Air-Conditioned Electric Buses and Development of Allied Electric and Civil Infrastructure on GCC for The Metropolitan Transport Corporation (Chennai) Ltd ("Project")***, including signing and submission of all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., making representations to the Metropolitan Transport Corporation (Chennai) Ltd (MTC), and providing information / responses to the MTC, representing us in all matters before the MTC including negotiations, and generally dealing with the MTC in all matters in connection with our Bid for the said Project till the completion of the bidding process in accordance with the RFP.

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

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

IN WITNESS WHEREOF WE, ……., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……. 2025

For

_____

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

……..

(Signature)

(Name, Title and Address)

Accepted

……..…… (Signature of the Attorney)

(Name, Title and Address of the Attorney)

Notes:

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

APPENDIX 4 - POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

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

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

Whereas the Government of Tamil Nadu ("GOTN") has invited bids from interested parties for **Procurement, Supply, Operation and Maintenance of 20 Double Decker Air-Conditioned Electric Buses and Development of Allied Electric and Civil Infrastructure on GCC for The Metropolitan Transport Corporation (Chennai) Ltd (the "Project")**,

Whereas, the members of the Consortium are interested in bidding for the Project and implementing theProject in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, allacts, deeds and things as may be necessary in connection with the Consortium's bid for the Project who,acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT.

We, M/s. …… (Lead Member), and M/s .....……. (the respective names and addresses of the registered office) do hereby designate M/s._____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium,all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of Bid, participating in conferences, responding to queries, attending negotiations submission of information/ documents and generally to represent the Consortium in all its dealings with GoTN, any other Government Agency or any person, in connection with the Project until culminationof the process of bidding and thereafter till the Concession Agreement is entered into with GoTN.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, 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/Consortium.

IN WITNESS WHEREOF WE, ……., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……. DAY OF ……. 2025

For……

(Executants)

Note: 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

APPENDIX 5 - FORMAT FOR BIDDER'S COMPOSITION AND OWNERSHIP STRUCTURE

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

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

Name: ……

Address: ……

……

Website Address: ……

Country of Origin: ……

b) **Year Organized**: ……

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

d) **Status as a Bidder**:

i. Bidder

ii. Lead Member of the Bidding Consortium

iii. Member of the Bidding Consortium Note: tick the applicable serial number

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

……..

……..

……..

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

g) **Telephone Number: ……**

h) **Email Address: ……..**

i) **Telefax Number:** ……

j) Please provide the following documents:

i. Copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable), including their amendments, certified by the Company Secretary as Attachment - 1 for Bidder / each Member of Consortium including Lead Member.

2. Details of Ownership Structure:

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

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

……

Name of the Equity Holder	**Type and No. of Shares owned**	**Extent of Voting Control (%)**

Notes:

i. The above table is to be filled in separately for **each Consortium Member.**

ii. Status of equity holding should be provided not earlier than thirty (30) days prior to Bid Due Date.

For and on behalf of Bidder / Lead Member of the Bidding Consortium M/s…….

…….. (Signature of authorized representative)

Name: ……

Designation: ……

…….. (Stamp)

Date: ……

Place: ……

APPENDIX 6 - FORMAT FOR JOINT BIDDING AGREEMENT

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

THIS JOINT BIDDING AGREEMENT executed on this..... day of two thousand..... between M/s....., a company incorporated under the laws of ..... and having its Registered Office at (hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns) and M/s a Company incorporated under the laws of and having its Registered Office at .....(hereinafter called the "Party 2", which expression shall include its successors, executors and permitted assigns) and for the purpose of submitting the Bid, executing the Project (in case of award) and entering into other Agreement(s) as specified in the RFP (hereinafter referred to as "Agreements") as may be entered into with the Metropolitan Transport Corporation (Chennai) Limited (MTC).

WHEREAS, the MTC had invited Bid in response to RFP issued to… (insert the name of purchaser of Request for Proposal for Procurement, Supply, Operation and Maintenance of 20 Double Decker Air**-**Conditioned Electric Buses and Development of Allied Electric and Civil Infrastructure on GCC for The Metropolitan Transport Corporation **(**Chennai**)** Ltd **("Project").**

AND WHEREAS, Clause 2.1.12(h) of the RFP document stipulates that the Bidders qualifying on the strength of a Consortium will have to submit a legally enforceable Joint Bidding Agreement in a format specified in the RFP document wherein the Consortium Members have to commit equity of a specific percentage in the Project.

AND WHEREAS, Clause 2.1.12(h) of the RFP document also stipulates that the Consortium shall provide along with the Bid, a Joint Bidding Agreement as per prescribed format whereby the Consortium Members undertake to be liable for raising the required funds for its respective equity investment commitment as specified in Joint Bidding Agreement.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

1. In consideration of the selection of the Consortium as the successful bidder by the MTC, we the Members of the Consortium and parties to the Joint Bidding Agreement do hereby unequivocally agree that M/s. .....(Insert name of the Lead Member), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of, ..., ..., ...(the names of all the other Members of the Consortium to be filled in here).
2. The Lead Member is hereby authorized by the Members of Consortium and parties to the Joint Bidding Agreement to bind the Consortium and receive instructions for and on behalf of the Members.

3. Notwithstanding anything contrary contained in this Joint Bidding Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e., for both its own equity contribution as well as the equity contribution of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this agreement.
5. Subject to the terms of this agreement, the share of each Member of the Consortium in the "issued equity share capital of the SPV" shall be in the following proportion: (if applicable)

Name	**Percentage of equity holding in the Project**
Party 1	…….
Party 2	…….
Party 3	…….
Total	**100%**

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

6. The Lead Member shall inter alia undertake full responsibility for liaising with lenders and mobilizing debt resources for the Project and achieving financial closure.
7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
10. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Attachment - I to this Joint Bidding Agreement, forming integral part of this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a

limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project.

11. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement to be executed on award of the Project.
12. It is clearly agreed that the Lead Member shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its /their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.
13. This Joint Bidding Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Chennai alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
14. It is hereby agreed that the Lead Member shall furnish the bid security, on behalf of the Consortium Members.
15. It is hereby agreed that in case of selection of Consortium as the Successful Bidder, the parties to this Joint Bidding Agreement do hereby agree that they shall furnish the Performance security in favour of the Authority, as stipulated in the RFP and Concession Agreement.
16. It is further expressly agreed that the Joint Bidding Agreement shall be irrevocable and shall form an integral part of the RFP document and shall remain valid till the execution of the Concession Agreement, unless expressly agreed to the contrary by the MTC.
17. It is hereby agreed that in case of selection of Consortium as the Successful Bidder, the members of the Consortium shall form an SPV (Project Implementing Entity) to execute the Concession Agreement and implement the Project. The OEM or its Associate whose technical capacity has been used to fulfil the Technical Qualification Criteria shall mandatorily hold minimum 26% subscribed and paid-up equity share capital in the SPV, throughout the period of the Agreement.
18. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP and for the purposes of the Project.
19. It is hereby expressly agreed between the parties to this Joint Bidding Agreement that neither party shall assign or delegate its rights, duties or obligations under this agreement except with the prior written consent of the MTC.

THIS JOINT BIDDING AGREEMENT:

a) has been duly executed and delivered on behalf of each party hereto and constitutes the legal, valid, binding and enforceable obligation of each such party, sets forth the entire understanding of the parties hereto with respect to the subject matter hereof.

b) may not be amended or modified except in writing signed by each of the parties and with prior written consent of the MTC.

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

For and on behalf of Consortium Member 1 (Party 1)
M/s…….

.....

(Signature of authorized signatory)

Name: …….
Designation:.....…….
Place: ……..
Date: ……

For and on behalf of Consortium Member 2 (Party 2)
M/s…….

.....

(Signature of authorized signatory)

Name: ……
Designation:……
Place: …….
Date: ……...

Attested:……..

(Signature) (Notary Public)

Place: …….
Date: …….

Attachment - I to the Joint Bidding Agreement

Name of the Consortium Member	Responsibilities under the Joint Bidding Agreement
Party 1	
Party 2	
Party 3	

APPENDIX 7 - FORMAT FOR LETTER OF UNDERTAKING

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

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

Ref.: NIT/Bid Document No.:

Our Reference No ..... Date: .....

Bidder's Name and Address:

To,

_____

_____

_____

Dear Sir/Madam,

1. We, M/s (Name of the Associate) declare that we are the associate of M/s (Name of the Bidder) and have controlling interest therein. M/s. (Name of the Bidder) proposes to submit the bid for Procurement, Supply, Operation and Maintenance of 20 Double Decker Air-Conditioned Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) for The Metropolitan Transport Corporation (Chennai) Ltd. under RFP reference no..... dated. and have sought strength and support from us for meeting the stipulated Financial Capacity as per Clause 2.2.4 of the RFP and its subsequent amendment.
2. We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said Project to M/s _____ (Name of the Bidder), for the execution of the Project, in case they are notified as the Successful Bidder under the provisions of the RFP. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s (Name of Bidder) would be required to undertake in terms of the Agreement including the Performance Security as well as other obligations of M/s _____(Name of the Bidder).
3. This undertaking is irrevocable and unconditional and shall remain in force till the successful execution and performance of the entire Agreement and/or till it is discharged by MTC.

Witness:

Yours faithfully,

(1) .....

(Signature of Authorized Signatory) on behalf of the Associate Name & Designation .....

(Seal of Holding Company)

APPENDIX 8 – FORMAT FOR AFFIDAVIT

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

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

a. the Bidder & any of its Associate including any Consortium Member, their directors or key personnel have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, or by any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter- American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies.

b. the Bidder & any of its Associate including any Consortium Member & any of its Associate or their directors have not been convicted of any offence in India or abroad.

c. We further declare that following investigations are pending / no investigation is pending [strike off whichever is not applicable] against us [including any of our Consortium Member or Associate] or CEO or any of our directors/ manager/key managerial personnel of the Applicant /Consortium Member or their Associate.

d. We further undertake to inform the MTC of any such matter as mentioned above on its occurrence after the date of this affidavit till the Effective Date.

e. We undertake that, in case, any information provided in relation to this affidavit is found incorrect at any time hereafter, our Bid / LoA / concession agreement (if executed) would stand rejected / recalled / terminated, as the case may be.

…….

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

….....(Signature of Notary Public)

Place: ……

Date: ……

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

APPENDIX 9 - FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (MINIMUM AVERAGE ANNUAL TURNOVER)

On the Letterhead of the Bidder/Lead Member of Consortium

To,

The Managing Director

Metropolitan Transport Corporation (Chennai) Ltd.

No.2, Pallavan Illam, Pallavan Salai,

Chennai – 600 002

Email: amprojects1.mtc@gmail.com,

Sub: Bid for Request for Proposal for Procurement, Supply, Operation and Maintenance of 20 Double Decker Air-Conditioned Electric Buses and Development of Allied Electric and Civil Infrastructure on GCC for The Metropolitan Transport Corporation (Chennai) Ltd

Dear Sir/Madam,

1. [Note: Applicable in case of Bidder]

We certify that the (Name of Bidder/Associate had a Minimum Average Annual Turnover (MAAT) INR_Crore computed as per provisions of the RFP based on unconsolidated audited annual accounts, calculated as an average turnover of the last 3 years, as mentioned in Clause 2.2.10 of the RFP.

Name of Bidder/Associate	**Relationship withBidder**	**Financial Year**	**MAAT (Rs. Crore)**
MAAT (Average of 3 years)			

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

2. [Note: Applicable in case of Consortium]

We certify that the (Name of Bidder/ Associate) had Minimum Average Annual Turnover (MAAT) INR_____Crore computed as per provisions of the RFP based on unconsolidated audited annual accounts, calculated as an average turnover of the last 3 years, as mentioned in the RFP.

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

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

Member – I (Lead Member)

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

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

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

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

Yours faithfully

……

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

Name : …….

Date : …….

Place : …….

Notes:

1. In case Bidder or a Member of Consortium takes recourse to its Associate for meeting technical / financial requirements, then the financial years considered for such purpose should be same for the Bidder / Member of Consortium and their respective Associate.

Appendix 9A

{On Statutory Auditor's Letterhead}

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

This is to certify that the Minimum Annual Average Turnover (MAAT) furnished by _____ for last 3 Financial Years, preceding bid due date, is as detailed below and as furnished in the enclosed statement of accounts, is verified by us and found correct.

Turnover

In case of Single Bidder:

Financial Year			
Turnover			

In case of consortium:

Financial Year			
Lead Member-Turnover			
Second Member-Turnover			
Third Member-Turnover			

CHARTERED ACCOUNTANT:

(Signature with Seal)

My Membership No:

Address:

APPENDIX 10 - FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (NETWORTH)

To,

The Managing Director
Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**
No**.**2, Pallavan Illam, Pallavan Salai,
Chennai **–** 600 002
Email: amprojects1.mtc@gmail.com,

Sub: Bid for Request for Proposal for Procurement, Supply, Operation and Maintenance of 20 Double Decker Air-Conditioned Electric Buses and Development of Allied Electric and Civil Infrastructure on GCC for The Metropolitan Transport Corporation (Chennai) Ltd.

Dear Sir/Madam,

1. [Note: Applicable in case of Bidder]

We certify that the (Name of Bidder /Associate had a Net worth of Rs_____Crore computed as per provisions of the RFP based on unconsolidated audited annual accounts (refer Note-2 below), as provided in Clause 2.2.4 of the RFP, as on Bid Due Date. Also, the Net worth positive in the financial year preceding the Bid Due Date.

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

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

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

2. [Note: Applicable in case of Consortium]

We certify that the (Name of Bidder/ Associate) had a minimum Net worth of Rs. …….. Crore computed as per instructions in the RFP and based on unconsolidated audited annual

accounts (refer Note-2 below) as provided in Clause 7.1 of the RFP, as on ____days prior to Bid Due Date. Also, the Net worth positive in the financial year preceding the Bid Due Date.

Name of Consortium Member	Equity Commitment in the Project (%)	Financial Year	Net worth of Member (Rs. Crore)*	Whether the Member's Net worth is positive
1. ……				Yes / No
2. ……				Yes / No
				Yes / No

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

*The net worth of last financial year is to be provided in the table

Member – I (Lead Member)

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

i. Name of Member: .....

ii. Total Net worth requirement: Rs Crore

iii. Percentage of equity commitment for the Project by the Member: %

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

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

Yours faithfully

……

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

Name: …….
Date : …….
Place : …….

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

APPENDIX 10A - FORMAT FOR CERTIFICATION FOR NET WORTH FROM CHARTERED ACCOUNTANT

(To be uploaded by the Bidder In case of consortium, by each partner as appropriate to demonstrate that they meet the requirements on the letterhead of the Chartered Accountant)

Date:

To:

The Managing Director
Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**
No**.**2, Pallavan Illam, Pallavan Salai,
Chennai **–** 600 002
Email: amprojects1.mtc@gmail.com,

Subject: Bid for Request for Proposal for Procurement, Supply, Operation and Maintenance of 20 Double Decker Air-Conditioned Electric Buses and Development of Allied Electric and Civil Infrastructure on GCC for The Metropolitan Transport Corporation (Chennai) Ltd.

Dear Sir/Madam,
We have examined the books of accounts and other relevant records of <<Bidder / consortium Partner Name along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the Net worth of the bidder for the last financial year is positive.

In case of Single Bidder:

Financial Year	
Net Worth	

In case of consortium:

Financial Year	
Lead Member- Net Worth	
Second Member- Net Worth	
Third Member Net Worth	

(Signature of the Chartered Accountant) Name:

Designation:

My Membership No:

Date:

Company Seal and Address:

APPENDIX 11- SELF CERTIFICATION FORMAT FOR TECHNICAL QUALIFICATION REQUIREMENT

To:
The Managing Director
Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**
Address**:** No**.**2, Pallavan Illam, Pallavan Salai,
Chennai **–** 600 002
Email: amprojects1.mtc@gmail.com,

Sub: Bid for Request for Proposal for Procurement, Supply, Operation and Maintenance of 20 Double Decker Air-Conditioned Electric Buses and Development of Allied Electric and Civil Infrastructure on GCC for The Metropolitan Transport Corporation (Chennai) Ltd.

Dear Sir/Madam,

We certify that M/s..... (Insert name of Bidder/ Associate) meets the Technical Capacity stipulated in Clause 2.2.3 of the RFP, which is as follows:

Manufactured and supplied to any government entity:

i. at least 50 (fifty) 12 / 9 metres electric bus; **OR**
ii. at least 10 (ten) Double Decker electric buses

in last 5 (five) financial years prior to the Bid Due Date.

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

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

Yours faithfully

……

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

Name: ……

Date: ……

Place: ……

APPENDIX 11A- FORMAT OF AFFIDAVIT FOR MANUFACTURING FACILITY AND MANUFACTURING AND SUPPLY CAPACITY

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

This is to certify that _____ (name of the Bidder/consortium member) has _____ (specify details of the bus manufacturing facility) for the purpose manufacturing and supply of Battery Electric Buses

AND

We have the Supply Capacity in terms of Clause 2.2.3(c) this RFP in terms of specifications and standards as provided in the draft Concession Agreement of Nos.____ units in a year.

(Signature of the Authorised Signatory)
Name:
Designation:

Instructions:

a. This certificate should be signed by an authorised signatory of the Bidder/ Member of the Consortium (OEM) / Authorised signatory of the Associate (OEM) of the Power of Attorney in favour of such authorised signatory shall have to be submitted.

APPENDIX 11B- FORMAT CERTIFICATE FROM CHARTERED ENGINEER FOR MANUFACTURING CAPACITY

(To be on the Letter Head of the Bidder/Lead Member of Consortium)

This is to certify that _____ (name of the Bidder/consortium member) has the Supply Capacity in terms of Clause 2.2.3(c) this RFP in terms of specifications and standards as provided in the draft Concession Agreement of Nos.____ units in a year.

(Signature of the Chartered Engineer)
Name:
Designation:

APPENDIX 11C- FORMAT - EXPERIENCE OF BUS MANUFACTURING AND SUPPLY

(On the Letter Head of the Bidder/Member of Consortium)

a. Details may be given for all types of electric Buses supplied by Bidder in past five years.
b. Details are to be furnished for the supplies made by the Bidder in five years

S.No	Contract[3] placed (full name & Address of client)	Contract No. & Date	Description And Quantity of Buses Ordered	Date of Completion of Delivery (As per Contract)	Documentary Evidence (Purchase Order / Bus Purchase Agreement/ work Completion certificate) *
1	2	3	4	5	6

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

signature and seal of the bidder/consortium member/Associate (supplying the buses)

[3] Contract refers to either Supply Agreement/Purchase Order/Supply Contract

APPENDIX 12 - RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING

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

To

The Managing Director

Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**

No.2, Pallavan Illam, Pallavan Salai,

Chennai **–** 600 002

Email: amprojects1.mtc@gmail.com,

Sub: Bid for Request for Proposal for Procurement, Supply, Operation and Maintenance of 20 Double Decker Air-Conditioned Electric Buses and Development of Allied Electric and Civil Infrastructure on GCC for The Metropolitan Transport Corporation (Chennai) Ltd.

Dear Sir/Madam,

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

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

NOTES:

i. In case of Parent, the equity holding of the Parent in the Bidder / Member of the Bidding Consortium, including the Lead Member of the Consortium, need to be specified.

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

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

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

Yours faithfully

……

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

Name: ……
Date: ……
Place: ……

……

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

Name: ……..
Date: ……..
Place: ……..
Date: ……..

APPENDIX 13 - SELF-DECLARATION FOR TESTING CERTIFICATE

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

(To be submitted on OEM's letter head)

To:

The Managing Director

Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**

Pallavan Illam, Pallavan Salai,

Chennai **–** 600 002

Email: amprojects1.mtc@gmail.com,

Sub: For providing testing certificate at the time of delivery

Ref: ————————————————

Dear Sir/Madam,

We hereby confirm and declare that we, M/s <<Name >, <<Address>.> (name of OEM) will provide the bus type approval certificate (CMVR certificate), homologation certificate for at least one Double Decker Air**-**Conditioned Electric Bus (100% battery operated) from the designated testing centre in India. i.e., ARAI/ICAT/CIRT/ VRDE prior to the delivery of first Lot Vehicle as per the Concession Agreement.

Thanking You.

Yours faithfully,

Signature
Printed
Name-
Designation-

Seal.....

APPENDIX 14 - COMPLIANCE FOR LAND BORDER RESTRICTIONS

Declaration regarding "Restrictions on procurement from a Bidder of a country which shares aland border with India"

(To be submitted on Bidder's Letter Head)

To

The Managing Director

Metropolitan Transport Corporation (Chennai) Ltd.

No.2, Pallavan Illam, Pallavan Salai,

Chennai – 600 002

Email: amprojects1.mtc@gmail.com,

Dear Sir/Madam,

With reference to our bid proposal for participation in RFP Ref: _____dated,_____I/we hereby confirm that, I/We have read the G.O.Ms No. 343, dated 18th September 2020 issued by the Finance [Salaries] Department regarding restrictions on procurement from a bidder of a country which shares a land border with India, on sub-contracting to contractors and on transfer of technology from such countries *"Restriction on Public procurement from bidders of certain countries under Rule 144(xi) of General Financial Rules (GFRs)-amended by Government of India – adopted by the State Government under Tamil Nadu Transparency in Tenders Act, 1998."*

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

AND

"I/We certify that we/our OEM/suppliers/Consortium member/suppliers/sub-contractors are/is not from such a country having Transfer of Technology (ToT) arrangement requiring registration with the Competent Authority.

OR

I/We certify that we/our OEM/suppliers/Consortium member/suppliers/sub-contractors are/is from such a country and we further confirm that they hold a valid registration for Transfer of Technology (ToT) by the Competent Authority which is enclosed as Attachment _____

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

*

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Date Seal of Authorized Bidder

Organisation & Signature

Place