



## Tender Form

### (E-BUSES)

Cost of Tender Form : INR 16,800 /-  
(Inclusive of GST @ 12%)

**KALYAN DOMBIVALI MUNICIPAL TRANSPORT UNDERTAKING, KALYAN**

**KDMT Head Office, Shankarrao Chowk, KALYAN (W) – 421 301.**

**Telephone No. 0251- 2202932**

**Email Add:- [kalyandombivlitransport@gmail.com](mailto:kalyandombivlitransport@gmail.com)**

**Tender Notice No. 05/2021 – 2022**

## REQUEST OF PROPOSAL (RFP)

### For

**“SELECTION OF BUS OPERATOR FOR PROCUREMENT, OPERATION AND MAINTENANCE ON PER KM BASIS OF 207 FULLY BUILT MINI, MIDI & STANDARD PURE ELECTRIC AC/NON-AC BUSES (WITH DRIVERS) AND ALLIED ELECTRICAL & CIVIL INFRASTRUCTURE ON WET LEASE MODEL FOR THE PERIOD OF TWELVE (12) YEARS FOR KDMTU.”**

Tender Form Issue Date - From 05/01/2022 To 04/02/2022 AT 15.00 Hrs.

Last date of submission - 04/02/2022 AT 15.00 Hrs.

Tender Opening Date - 07/02/2022 AT 16.00 Hrs. (if possible)

Pre-bid Conference Date - 17/01/2022 AT 15.00 Hrs.

Tender Form issued to M/s. ....

**Office Address :** Shankarrao Chowk, Kalyan (West) Dist- Thane – 421301.

**Email Add:- [kalyandombivlitransport@gmail.com](mailto:kalyandombivlitransport@gmail.com)**

**Contact details :**

- 1) Dr. Dipak Sawant – General Manager (Transport)
- 2) Mr. Sandip Bhosale - Asst. Transport Manager
- 3) Mr. Trushant Mulik – Works Manager



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**VOLUME - I**

**-: INSTRUCTIONS TO BIDDERS :-**

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## **INSTRUCTIONS TO BIDDERS :**

**Tender terms and conditions will be according to the department. Instructions regarding website are as follows: -**

- i) For participation in e-tendering module for any department, it is mandatory for prospective bidders to get registration on website **www.mahatenders.gov.in**. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- ii) Tender documents can be purchased only online and downloaded from website **www.mahatenders.gov.in** by making online payment for the tender documents fee.
- iii) Service and gateway charges shall be borne by the bidders.
- iv) Since the bidders are required to sign their bids online using class – III Digital Signature Certificate, they are advised to obtain the same at the earliest.
- v) For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit **website www.mahatenders.gov.in**. Please note that it may take up to 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
- vi) If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- vii) Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- viii) Bidder must positively complete online e-tendering procedure at **www.mahatenders.gov.in**
- ix) Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- x) For any type of clarification bidders can / **visit www.mahatenders.gov.in**.
- xi) The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.
- xii) The Tender has three parts (Volume – 1, 2 & 3) The Bidder/Contractor should review it and placed with the next action, and all volume is a part of RFP.

## **Disclaimer**

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

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

## **Background**

- (i) Kalyan – Dombivli is a satellite town of Mumbai & a part of Mumbai Metropolitan Region (MMR). The Kalyan Dombivli Municipal Transport Undertaking (KDMTU) is surrounded by rapidly developing municipal corporations such as Thane, Bhiwandi, Ulhasnagar, and Navi Mumbai, Panvel, Badlapur, Ambernath within limit of MMR. During the last few decades, a steep growth in the population of KDMTU has been observed due to the available job opportunities in Mumbai and its surrounding industrial areas like Thane and Navi Mumbai. The population of Kalyan Dombivli in 2001 was about 10.47 lakhs. Considering the growth in the city's population during the years 1991 to

2001 and the growth of the adjoining areas, Kalyan-Dombivli's population is expected to cross 15 lakhs by 2020. The population of KDMTU as per the 2011 Census is 12.46 lakhs.

- (ii) The Historic city of Kalyan and the most educated city of Dombivali came together to form Kalyan Dombivali Municipal Corporation (KDMTU) on 1.10.1983. Maharashtra State Road Transport Corporation (MSRTC) rendered the growing city's transport services. But the transport demand was increasing with galloping speed. In exercise of the powers given to KDMTU, under Bombay Provincial Municipal Corporation Act, 1949 Section 25(1), Transport Committee was established on 16th November 1995 in order to look after the intracity transport service requirements of Kalyan Dombivali Municipal Corporation. Thus KDMT is an SPV for Public transport facilities in KDMTU. Actual service was started on 23rd May 1999.
- (iii) Kalyan Dombivli Municipal Transport Undertaking, (KDMTU) having existing 141 buses in fleet as SPV formed for operating city bus services in Kalyan Dombivli and routes extending in MMR region and extended Bhiwandi, Badalapur, Ambernath and within limit of MMR.



## **1.1 INVITING TENDER NOTICE :**

### **KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING, KALYAN**

Shankarrao Chowk, Kalyan (West), Pin – 421301.

### **TENDER NOTICE** **Tender No. 05/2021-2022**

The Transport Manager, Kalyan Dombivli Municipal Transport Undertaking invites On-line tender through E-tendering system from eligible bidders for “**Selection of Bus Operator for Procurement, Operation And Maintenance on Per Km Basis of 207 Fully Built Mini, Midi & Standard Pure Electric Ac/Non-Ac Buses (With Drivers) And Allied Electrical & Civil Infrastructure on Wet Lease Model for the Period of Twelve (12) Years for KDMTU.**”

<b>Description</b>	<b>Tender Form Cost (Including 12% GST) (Rs.)</b>	<b>Earnest Money Deposit (EMD) (Rs.)</b>
<b>“Selection Of Bus Operator For Procurement, Operation And Maintenance On Per Km Basis Of 207 Fully Built Mini, Midi &amp; Standard Pure Electric Ac/Non-Ac Buses (With Drivers) And Allied Electrical &amp; Civil Infrastructure On Wet Lease Model For The Period Of Twelve (12) Years For KDMTU.”</b>  <b><u>Details of E-Buses :</u></b> 1) 9 Mtrs. Non AC Buses = 70 Nos. Seating Capacity = 30 to 35 Seats + Dr. 2) 9 Mtrs. AC Buses = 60 Nos. Seating Capacity = 30 to 35 Seats + Dr. 3) 12 Mtrs. Non AC Buses = 32 Nos. Seating Capacity = 40 to 45 Seats + Dr. 4) 12 Mtrs. AC Buses = 20 Nos. Seating Capacity = 40 to 45 Seats + Dr. 5) 7 Mtrs. AC Buses = 25 Nos. Seating Capacity = 22 to 25 Seats + Dr.	<b>16800/-</b>	<b>30,00,000/-</b>

The Request for Proposal (RFP) tender document & other detail information will be available on E-tendering website <http://mahatenders.gov.in/nicgep/app> The schedule of tender is as follows.

#### **Schedule of online bidding activities:**

Tender download, Sale & Bid Preparation	<b>From 05/01/2022 to 04/02/2022, 15.00 Hrs.</b>
Bid Submission	<b>From 05./01/2022 to 04/02/2022, 15.00 Hrs.</b>
Opening of technical bids	<b>07/02/2022 at 16.00 Hrs. (If possible)</b>
Opening of Financial Bid	<b>To be intimated later</b>
Pre-bid conference	<b>17/01/2022 at 15.00 Hrs.</b>

Tender form Cost & Earnest money deposit should be paid online through e-tendering system. All rights to accept or reject any or all bids are reserved with KDMTU.

**Sd/-**  
**Transport Manager**  
Kalyan Dombivli Municipal Transport  
Undertaking, Kalyan.

## 1.2 Introduction

Authority intends to use Electric Buses for its operations for promoting clean and green shared mobility on a Wet Lease Model basis through appointment of Electric Bus Fleet Operator. Towards this end, this Request for Proposal (RFP) is being hereby published for inviting proposals **“Selection of Bus Operator For Procurement, Operation And Maintenance on Per Km Basis of 207 Fully Built Mini, Midi & Standard Pure Electric Ac/Non-Ac Buses (With Drivers) And Allied Electrical & Civil Infrastructure on Wet Lease Model for the period of Twelve (12) Years For KDMTU.”**

### Details of E-Buses :

- 1) 9 Mtrs. Non AC Buses = 70 Nos. Seating Capacity = 30 to 35 Seats + Dr.
- 2) 9 Mtrs. AC Buses = 60 Nos. Seating Capacity = 30 to 35 Seats + Dr.
- 3) 12 Mtrs. Non AC Buses = 32 Nos. Seating Capacity = 40 to 45 Seats + Dr.
- 4) 12 Mtrs. AC Buses = 20 Nos. Seating Capacity = 40 to 45 Seats + Dr.
- 5) 7 Mtrs. AC Buses = 25 Nos. Seating Capacity = 22 to 25 Seats + Dr.

The selected Operator shall also establish complete charging Infrastructure including Electrical infrastructure and allied Civil Infrastructure at the depots identified by Authority on WET LEASE MODEL for the period of 12 years

Authority intends to deploy Electric buses for Public transport services within the Cities and their nearby satellite sub urban towns as per the routes may be decided by the Authority before COD. The operators will be provided time to assess the designed routes. These routes may be modified as per requirement of the operator/ authority on the sole discretion of the authority. Below are the cities selected for deployment of Electric bus services.

The selected bidder may be provided with demand incentive under Electrification of Public Transport with XV FC Funds scheme GOI through KDMTU. However, it will be the bidders' responsibility to meet the criteria to avail incentives as per Electrification of Public Transport With XV FC FUNDS scheme (Central Government Scheme) either by itself or along with OEMs. Bidders are expected to Bid accordingly.

However, in case of Electrification of Public Transport with XV FC FUNDS Scheme, Successful bidder should ensure that at the time of supply of buses, all the buses should satisfy minimum technical eligibility criteria notified under Electrification of Public Transport with XV FC FUNDS and also should satisfy Phased Manufacturing Program (Localization) as notified by DHI from time to time.

The bidder has to consider availability of the below subsidy under its current terms and conditions while preparing the proposals. The bidder has to bear the entire initial cost of the Electric bus and the subsidy will be subsequently transferred to the bidder. Further, Bidder shall facilitate the Authority to apply and avail subsidy under FAME-India Scheme under Phase -II.

As per the DHI (Department of Heavy Industry) Expression of Interest dated 04<sup>th</sup> June 2019 vide ref no: F. No. 6(09)/2019-NAB.II (Auto) for availing incentives under FAME India Scheme Phase – II, the maximum demand incentive available under FAME India Scheme is for

❖ MINI Bus (Length>6m to 8m)	35 Lakhs
❖ MIDI Bus (Length>8m to 10m)	45 Lakhs
❖ STANDARD Bus (Length>10m to 12m)	55 Lakhs

KDMTU intends to transfer this subsidy for procurement of electric buses to the selected bidder. As per the FAME-II EOI, the entire demand incentive amount will be released to the selected bidder as per following instalments.

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

The bidder shall agree to submit the Subsidy Bank Guarantee for a period of 5 years from the date of issuance of Bank Guarantee with a reduction at 20% per annum basis for an amount equal to the subsidy transferred to the Operator in favor of “Kalyan Dombivli Municipal Corporation”. The Subsidy Bank Guarantee should be from any Nationalized/Scheduled Bank.

The bidders should mandatorily quote for all models. The product to be supplied should be mandatorily from one OEM only. Bidders shall quote per kilometre charges with & without subsidy. The Authority retains the right to exercise and use any of the two rates (Rate with Subsidy) for awarding the buses, depending on the availability of subsidy under FAME 2.

**The bidder has to consider availability of the below subsidy under its current terms and conditions while preparing the proposals. The bidder has to bear the entire initial cost of the Electric bus and the subsidy will be subsequently transferred to the bidder. Further, Bidder shall facilitate the Authority to apply and avail subsidy under Electrification Of Public Transport With XV FC FUNDS Scheme.**

**The Bidder has to provide all Electric buses as per guideline/specification of Ministry of Heavy Industries FAME India Scheme Phase – II.**

**The bidder has to provide Electric Vehicle charging infrastructure & charger as per guideline/specification of Town and Country Planning Organization, Ministry of Housing and Urban Affairs, Govt. of India.**

KDMTU intends to transfer this subsidy for supply of electric buses to the selected bidder. As per the ELECTRIFICATION OF PUBLIC TRANSPORT WITH XV FC FUNDS, the entire demand incentive amount will be released to the selected bidder as per basis of per km. of Wet Lease Model.

### **Detailed Scope of the Operator broadly includes :**

Engaged in the service activity of Public Passenger Transport (covering the areas in the city of Kalyan Dombivli and its extended suburbs as well as to the neighboring corporations of Navi Mumbai, Thane, Bhiwandi, Panvel, Badlapur, Ambaernath in MMR. KDMTU operates fleet of buses for city operation. The aforesaid tender for Electric Buses is a means to reduce the pollution, operational

cost and extend an efficient public transport to citizens. KDMTU is one of the leading City Transport Undertaking (ULB) bodies in adopting new technology in the field of transport and to introduce electric buses in India.

**Provide No. of Buses on Wet Lease Model :**

Sr. No.	Type of Buses	Type of Buses	Seating Capacity (Approx.)	(AC/ Non AC)	No. of Buses
1	9 Mtrs. Non AC Buses	MIDI BUSES	30 to 35 Seats + Dr.	Non AC	70
2	12 Mtrs. Non AC Buses	STD BUSES	40 to 45 Seats + Dr.	Non AC	32
3	9 Mtrs. AC Buses	MIDI BUSES	30 to 35 Seats + Dr.	AC	60
4	12 Mtrs. AC Buses	STD BUSES	40 to 45 Seats + Dr.	AC	20
5	7 Mtr. AC Buses	Mini Buses	22 to 25 Seat + Dr.	AC	25
	<b>TOTAL =</b>				<b>207</b>

**Provide No. of Buses year wise schedule :**

Sr. No.	Type of Buses	Type of Buses	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	TOTAL NO. BUSES
1	9 Mtrs. Non AC Buses	MIDI BUSES	40	10	10	10	00	00	<b>70</b>
2	12 Mtrs. Non AC Buses	STD BUSES	00	18	14	00	00	00	<b>32</b>
3	9 Mtrs. AC Buses	MIDI BUSES	00	00	00	20	32	08	<b>60</b>
4	12 Mtrs. AC Buses	STD BUSES	15	00	00	00	00	05	<b>20</b>
5	7 Mtr. AC Buses	Mini Buses	00	00	05	00	00	20	<b>25</b>
	<b>TOTAL =</b>		<b>55</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>32</b>	<b>33</b>	<b>207</b>

**NOTE** – As per above schedule the Vender will be provide **112** (ie 55+28+29) Electric buses in 1st Lot.

1. KDMTU is inviting bids for 207 Electric buses in Kalyan Dombivli city and for certain operation and maintenance services herein on Wet Lease (OPEX) Model. The Successful Bidder has to procure, maintain & operate these buses on the routes selected by KDMTU. Scope of the Successful Bidder broadly includes the following:
2. Procure buses, maintenance of Buses and provide driver for operation.
3. Develop Charging infrastructure and maintain it.
4. To bear the cost of electricity used for charging of Buses.
5. To bear the cost for basic necessary infrastructure in depot & Workshop with movable machineries.
6. The Bidder has to provide all Electric buses as per guideline/specification of Ministry of Heavy Industries FAME India Scheme Phase – II. The bidder submit the quote per km. rate in price bid with and without subsidy for procurement of buses.

7. The bidder has to provide Electric Vehicle Charging infrastructure & charger as per guideline/specification of Town and Country Planning Organization, Ministry of Housing and Urban Affairs, Govt. of India.

A) The Bidder has to bear the entire initial cost of the Bus as mention above.

KDMTU has submitted a proposal to Department of Heavy Industries (DHI) for incentive / subsidy for operation of 207 Electric Buses by way of wet leasing. As per Maharashtra EV-policy 2021, Maharashtra state has also announced incentive/ assistance for Electric buses and charging stations.

B) Ownership of buses is not required to be in the name of KDMTU.

C) Successful Bidder has to enter into contract agreement with KDMTU for execution of this

D) The contractor shall submit the quote of per km rate for EV Buses taking into consideration the subsidy prescribed under Central Government FAME-II for procurement of Buses. The Contractor and the KDMT Undertaking shall jointly follow the procedure of subsidy and the subsidy availed shall be taken granted to quote the rate.

The contractor shall also submit the quote of per km rate for EV Buses purchased on his own as per the terms and conditions of the tender. This rates shall be quoted without subsidy thereof.

8. Manufacture and supply of Electric buses, carryout preventive and breakdown maintenance of buses and operate buses on routes specified by Authority.
9. Develop Charging infrastructure including Development, Supply and Erection of Transformers and all Necessary Electrical systems, sub-systems, accessories and parts as required for charging Infrastructure, Provide Chargers and maintain complete charging infrastructure including civil infrastructure for undertaking preventive and breakdown maintenance.
10. The Bidder shall pay for cost of electricity consumed in charging of Buses up to the consumption for Electric Buses. Bidder has to submit his quotes per KM cost including Electricity charges for charging the buses.
11. Electricity charges for all activities other than charging of buses shall be borne by the Operator. Two separate electric meters shall be provided by the Operator for the purpose.
12. After completion of Contract Period, the immovable infrastructure established at various depots for charging of Electric Buses will become the property of Authority solely for its further usage by Authority. The Operator will not have any right on this immovable Infrastructure after completion of Contract Period. The Civil Infrastructure established will become the property of Authority and the Operator will not have any right on civil Infrastructure. The Operator shall handover all the above facilities in sound and working condition and an undertaking to this effect shall be submitted as per the format enclosed in the Annexures.

However, all the movable assets like chargers and vehicles shall be the property of Operator and if in case KDMTU deems to continue the operations the same shall be taken by KDMTU at Book value.

13. In the total fleet, the Operator is expected to make these Electric AC/Non AC Buses for operations with 90 to 95% fleet availability. The Operator is expected to keep spare fleet to meet this requirement for which subsidy will not be provided. The

bidder may refer Volume 2 of the RFP regarding Fines/Damages.

- 14.** This RFP is divided into three Volumes namely 1) Instructions to Bid, 2) Bus Operator Agreement for 207 MIDI & STANDARD Electric AC/Non AC Buses 3) Bus Specifications
- 15.** Volume 1 deals with Background, instructions and process of bidding. Volume 2 is the draft format of the Agreement that will be signed between the Authority and the Operator. It contains all conditions of the contract. Volume 3 are the Technical Specifications of the Buses. Prospective Bidder is advised to read all volumes thoroughly as any items, provisions or stipulations may influence his costs, revenues, and risks and hence may affect his bidding. Some of the Key terms are summarized in the next section.

**Bid Data Sheets:**

<b>Sr. No.</b>	<b>Information</b>	<b>Details</b>
1.	Tender Issuing Authority	Kalyan Dombivli Municipal Transport Undertaking (KDMTU)
2.	Purpose of Tender	Request for Proposal (RFP) for “Selection Of Bus Operator For Procurement, Operation And Maintenance On Per Km Basis Of 207 Fully Built Mini, Midi & Standard Pure Electric Ac/Non-Ac Buses (With Drivers) And Allied Electrical & Civil Infrastructure On Wet Lease Model For The Period of Twelve (12) Years For KDMTU.”
3.	Tender Issue Date	05/01/2022.
4.	Availability of Tender documents	The tender is available and downloadable on E-Tendering Website : <a href="http://mahatenders.gov.in/nicgep/app">http://mahatenders.gov.in/nicgep/app</a> All Subsequent changes to the Bidding document shall be published on the above mentioned website.
5.	Method of Selection	Refer Tender Evaluation Criteria Schedule VII & Schedule VIII
6.	Non Refunded Tender Fees	Non refundable Rs. 16,800/- (Including of GST @ 12%) through e-payment.
7.	Earnest Money Deposit	Rs. 30,00,000/- through online e-payment.
8.	Date, Time & Venue of Pre-Bid Conference meeting	Date : 17/01/2022 on 15.00 Hrs. at KDMTU Head Office, Shankarrao chowk, Kalyan (West) 421301.
9.	Last date and time (deadline) for receipt of proposals in response to tender notice i.e. Bid End Date	Date : 04/02/2022 on 15.00 Hrs.
10.	Date, time and venue of opening of Technical Proposals received in response to the tender notice	Date : 07/02/2022 on 16.00 Hrs. E- Tender Cell, E- Tender Dept. KDMTU, Head Office, Shankarrao Chowk, Kalyan (West) 421301.
11.	Time, date and place of opening of Financial Proposals received in response to the tender notice	To be intimated Later. E- Tender Cell, E- Tender Dept. KDMTU, Head Office, Shankarrao Chowk, Kalyan (West) 421301.
12.	Language	Proposals shall be submitted in English.

13.	Tender Validity	Proposals shall remain valid up to 180 days.
14.	Contract validity period	12 Years from the issuing of Work Order.
15.	Name and e-mail address for Communication and seeking	Contact details: 1) Dr. Dipak Sawant – General Manager (Transport) 2) Mr. Sandeep Bhosale - Asst. Transport Manager Mob. No 9702626000 3) Mr. Trushant Mulik – Works Manager Mob. No 9833007752 <b>E-mail Address:</b> kalyandombivlitransport@gmail.com
16.	Contract period	12 Years from the issuing of Work Order.

### 1.3 Definitions & Abbreviations

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

“**Authority**” means the **Kalyan Dombivli Municipal Transport Undertaking (KDMTU)** of Kalyan or its authorized representatives who has invited Bids from competent and interested parties for Bus Procurement, Operation and Maintenance of Electric AC/Non AC Buses on Wet Lease Model.

“**Applicable Law**” means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Project.

“**Authorized Signatory**” means the Person Authorized by the bidder firm to sign the bid, correspond with the Authority, make representation to the Authority as part of bidding process and sign the contract on behalf of the bidding firm through valid Authorization document in his/her favour.

“**Associate**” shall have a meaning specified in Clause 5.3.(5) of the RFP.

“**Bus**” means a E-Passenger Bus unit that meets the Technical Specifications. In relation to this, “**Contracted Buses**” shall mean all the Buses for the Procurement, operation and maintenance of which the Operator has been contracted through this Agreement.

“**Bus Kilometer**” means a Kilometer travelled by a Contracted Bus of the Fleet as part of its operations as per the terms and Conditions of Bidding Documents.

“**Bus Service**” means the service of operating and maintaining the Buses as part of the AUTHORITY services on Wet Lease Model, in accordance with this Contract/Agreement, including providing public carriage in accordance with the performance standards stipulated by Authority.

“**Bid**” means the Price Bid, EMD and any other document submitted by the Bidder(s) in response to RFP to be issued to pre- Qualified and Shortlisted Bidders as per the



provisions of this RFP.

**“Bidder”** means any firm, including a sole proprietor or a partnership firm or a company, a consortium etc. who submits a Bid/ Eligibility and Qualification Submission along with RFP Fees under this RFP within the stipulated Due Date and Time of Submission.

**“Bidding Documents”** means document comprising RFP, RFP, Bus Operator Agreement, its Annexure and schedule thereof.

**“Bid Process/ Selection Process”** means the process of selection of the Successful Bidder through single stage competitive bidding process which includes submission of Bids, Price Bid EMD, scrutiny and evaluation of such Bids and Bids as set forth in the Bidding Document.

**“Bid Security” or “Earnest Money Deposit (EMD)”** means Security to be furnished by the Bidder at RFP stage in accordance with provisions of RFP.

**“Bus Operator Agreement”** means the Agreement including, without limitation, any and all Annexure/Schedule thereto which will be entered into between Authority and the Successful Bidder through which Authority shall grant the rights to the Successful Bidder to operate and maintain the buses during the Contract Period against payment of consideration. Draft Bus Operator Agreement shall be provided at RFP Stage.

**“Consortium”** shall mean the group of legally constituted entities, who have come together to participate in captioned project as per provision of RFP. The total no. of consortium member including the Lead Bidder of the Consortium cannot exceed three. And Consortium Agreement should be Notarized.

**“Commercial Operations Date/COD”**. The COD shall be the date which is 45 days from the date of deployment of each Contracted Bus. The Deployment shall be considered achieved after the completion of Training Period.

**“Contracted Buses” or “Contracted Fleet”** means one or more of the passenger bus units for the Bus procurement, operation and maintenance in AUTHORITY services and for which the Operator has been contracted in accordance with the terms of Bus Operator Agreement.

**“Conflict of Interest”** shall have a meaning specified in clause 15 of this RFP.

**“Financial Institutions”** means Financial Investors/Mutual Funds/Private Equity/Venture Capital Funds, Domestic/Foreign Investment Institutions, Alternate Investment Funds registered with SEBI and similar entities.

**“Fleet”** means the total number of Buses that are contracted to Operator for Bus procurement, operation and maintenance in accordance with the provisions of Bidding Documents.

**“Kilometer Charge”** refers collectively to the Base Kilometer Charge for Buses.

**“Letter of Acceptance” or “LOA”** means the letter issued by Authority to the Successful Bidder to provide buses under the Bus Operator Agreement for the AUTHORITY services in conformity with the terms and conditions set forth in the Bidding Documents.

**“Operator/Service Provider”** means the successful bidder(s) selected under pursuant to competitive Bidding Process with whom Authority has entered into a Bus Operator Agreement.

**“Preferred Bidder”** shall mean the Bidder who qualifies the RFP (meeting Eligibility and Qualification Criteria and whose Bid is responsive as per clause 8 of RFP and price

bid turned out to be Lowest and Responsive in each part as per the provisions of RFP.

**“Routes”** means the routes within the Bus Service Area determined exclusively and notified by the Authority from time to time, and the Contracted Buses under this Agreement shall operate only on such Routes.

**“RFP” and / or “RFP Document”** means RFP document along with Annexure attached issued for the purpose of selecting an Operator for the Project.

**“STA”** means the State Transport Authority of Kalyan Dombivli Municipal Transport Undertaking.

**“Successful Bidder”** shall have meaning as specified in clause 8 of this RFP

**“Scope of Project/Work”** shall have a meaning specified in volume 2 of this RFP.

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

## **2 Instructions to Bidders :**

### **2.1 Brief Description of the Bidding Process**

The Authority invites proposal through Online Technical and Price Bids in a Single stage bid system (Collectively referred as the” Bidding Process/ Operation Selection Process”) for selection of a competent Bidder for the award of the Project. Technical proposal and Price Proposal shall be submitted online at [www.mahatenders.gov.in](http://www.mahatenders.gov.in)

The Bidders shall have to meet eligibility and qualification criteria provided in the RFP. Bidders would be required to quote one Base Kilometer Charge for Bus as per the contract conditions specified in RFP. Price bid of the bidders who are meeting eligibility, qualification criteria and successful completion of trials shall be opened. The Bidder whose Price Bid determined to be lowest and responsive as per clause 7.5 shall be considered as Preferred Bidder (the “Preferred Bidder”) for award of the Project.

Complete Bid (Technical Bid & Price Bid to be submitted online only) with the prescribed bid forms should be submitted online at the designated place on or before the time and date fixed for submission of bid (“Bid Due Date”). Bid submitted after Bid Due Date and time will be rejected.

### **2.2 Due Diligence & Site Visit**

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment/Project, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Eligibility and Qualification Submission/Bid by paying a visit to the site and sending written queries to the Authority during Pre Bid Meeting. Proposers are encouraged to submit their respective Proposals after visiting the Authorities Office and ascertaining for themselves the availability and condition of passenger traffic, location, applicable laws and regulations, and any other matter considered relevant by them.

### **2.3 Acknowledgement by Bidder**

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

- Made a complete and careful examination of the RFP received all relevant information requested from the Authority;

- Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above; and
- Acknowledged that it does not have a Conflict of Interest agreed to be bound by the undertakings provided by it under and in terms hereof.

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

## 2.4 Cost of Bid

The Bidders shall be responsible for all of the costs associated with the preparation of their Eligibility and Qualification Submission/Bids and their participation in the Bid Process. The 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 Bid Currency

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

## 2.6 RFP Fee

The RFP document fees of **INR 16,800/-** towards tender processing fee including GST and e-tendering procedure charges should be paid through e-payment on the e-tendering portal. The scanned copies of receipt of RFP Fee and EMD shall also be uploaded along with Technical Bid on [www.mahatenders.gov.in](http://www.mahatenders.gov.in).

Any bid not accompanied with RFP Fees in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.

## 2.7 Earnest Money Deposit (“EMD”) or Bid Security

The bidder shall furnish separate bid security also referred to as "Earnest Money Deposit" (EMD) for Captioned work as part of his bid as per the details given below.

Sl. No.	Type of Bus	EMD
1	<p><b><u>Details of E-Buses :</u></b></p> <p>1) 9 Mtrs. Non AC Buses = 70 Nos. Seating Capacity = 30 to 35 Seats + Dr.</p> <p>2) 9 Mtrs. AC Buses = 60 Nos. Seating Capacity = 30 to 35 Seats + Dr.</p> <p>3) 12 Mtrs. Non AC Buses = 32 Nos. Seating Capacity = 40 to 45 Seats + Dr.</p> <p>4) 12 Mtrs. AC Buses = 20 Nos. Seating Capacity = 40 to 45 Seats + Dr.</p> <p>5) 7 Mtrs. AC Buses = 25 Nos. Seating Capacity = 22 to 25 Seats + Dr.</p>	<p><b>INR 30,00,000/- (Rupees Thirty Lakhs Only)</b></p>

The EMD shall be payable through online transaction only. Any bid not accompanied with valid Earnest Money in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated

further.

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

No interest will be payable by the Authority on the Earnest Money Deposit.

The Earnest Money Deposit of the successful bidder will be returned after the contract performance security is furnished.

If the successful bidder fails to furnish the Performance Security as specified in the Bus Operator Agreement, then the Earnest Money deposit shall be liable to be forfeited by the Authority, in addition to any other actions as per terms and conditions stipulated in the bid documents.

The Earnest Money deposit of all unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity date & latest by the 30<sup>th</sup> day of signing of the Agreement by the Authority.

The Bid Security of a Bidder shall be forfeited in the following events:

- i. If a Bidder withdraws/modifies/changes the proposal during the period of Bid validity; or
- ii. In the case of a Successful Bidder, if the Bidder fails to sign the Agreement within the stipulated time as specified by the Authority.
- iii. Successful Bidder fails to furnish the required Performance Security within stipulated time in accordance with RFP terms set forth herein.
- iv. In case of a fraudulent offer and involved in fraudulent or corrupt practice as per RFP terms.
- v. In the event, Bidder, after the issue of communication of acceptance of his bid by Authority, fails/refuses to start/execute the work as herein the Bidder shall be deemed to have abandoned the work/contract and such an act shall amount to and be construed as the Bidder's calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the Bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.
- vi. In case of occurring any other event as may be specifically stated in the RFP document.

## **2.8 Bid Validity**

Bids shall remain valid for a period of 180 days after the date of opening of Technical Bid. The 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 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, 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 his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with RFP terms in all respects.

## 2.9 Schedule of Selection/Bidding Process

As mentioned in the Bidding Schedule and Details of RFP Fees and EMD.

### **3 General**

#### **3.1 Consortium**

Bids are permitted as either (i) Single Bids or (ii) Consortium of a maximum three bidders led by a Lead Bidder. All the consortium members shall be equally liable for their scope of work. The requisite documentation prescribed in the tender form under envelope No. 1 (Technical Bid) to be submitted by any and/ or all bidding entities/firms in the Joint Venture or Consortium shall be considered authentic.

#### **3.2 Number of Bids by Bidder**

No Bidder or any of Consortium members shall submit more than one Bid/Eligibility and Qualification Submission and price bid pursuant to this RFP. Any Bidder applying individually as Single Bidder or a part of a group of Bidders applying as a Consortium shall not be entitled to submit another Bid either individually or as members of another Consortium. If a Bidder submits more than one Bid in this manner, such proposals shall be disqualified and rejected.

#### **3.3 Rejection of Bid**

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

Technical and/or Price Bid is not submitted online in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document; or

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

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

- Price Bids which are incomplete or not submitted in accordance with Price Bid format;
- In case of fraudulent Bid and involved in fraudulent and corrupt practice as per clause 14
- Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid under this RFP will be disqualified.
- Even though the Bidders may meet the Eligibility and Qualification Criteria (i.e. Financial and Technical Capability criteria), they are subject to be disqualified for any of the following reasons:
- Misleading or false representation in the forms, statements and attachments submitted under this Tender/RFP.
- Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- Bidder is blacklisted/barred by any Government Agency in India or abroad.
- Failure of any one (or more) of the conditions set forth herein above shall result in

rejection of Bid.

- In addition to the foregoing, in the event a Bidder makes an effort to influence Authority in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.
- 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 proposal then the Bidders so involved are liable to be disqualified for this contract as well as future bids/contracts.
- Even though the Bidder meet the required Eligibility and Qualification criteria specified in RFP, it is subject to be disqualified if Bidder or any of its constituent partner/s, director/s have:
  - made misleading or false representation in the forms, statements, and attachments submitted;
  - Been debarred or terminated or blacklisted by Central Govt. organization / State Govt. organization / Authority / Any Municipal Corporation / ULBs etc.
  - If, any of the directors, partners or the proprietor has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.

### **3.4 Governing Law and Jurisdiction**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Maharashtra State in the Republic of India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process, Operation & Maintenance of 207 Electric Buses on WET LEASE MODEL. (jurisdiction limit Kalyan/Thane)

## **4 Documents and Pre Bid Conference**

### **4.1 Content of RFP**

This RFP comprises the Tender Notice set forth hereinabove and the contents as listed below, and will additionally include any Addendum/ Amendment issued in accordance with RFP conditions.

- **Volume 1: Instructions to Bidder**
  - Disclaimer
  - Notice Inviting Tenders
  - Definition and Abbreviation
  - Instructions to Bidders
  - Annexure specifying Bid Form / other Formats
- Volume 2: Bus Operator Agreement
- Volume 3: 207 Electric Bus Specifications
- Any Modifications/ Amendments made by Authority in RFP.

### **4.2 Clarification to RFP Documents**

Bidders requiring any clarification on the RFP may notify the Authority by email at the address provided in the Bidding Schedule. They should send in their queries on or before

the date mentioned in the Schedule of Bidding Process specified. The Authority shall endeavor to respond to the queries at short span of time prior to Bid Due Date. The responses of queries will be uploaded on website of [www.mahatenders.gov.in](http://www.mahatenders.gov.in).

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

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

#### **4.3 Pre Bid Meeting**

- a) A Pre Bid Meeting shall be held at KDMTU Transport Manager Office, **Shankarrao Chowk, Kalyan (West)**, on 17/01/2022 at 15:00 Hrs. Bidders requiring any clarification may send queries on email ID: [kalyandombiviltransport@gmail.com](mailto:kalyandombiviltransport@gmail.com) before 13/01/2022 before 17.00 Hrs. Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor 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.
- b) Clarifications/ responses would be shared by uploading the responses on websites [www.mahatenders.gov.in](http://www.mahatenders.gov.in) in the form of responses/ addendum.
- c) Not sending Queries/ asking clarifications shall not be a cause for disqualification of a Bidder.
- d) However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders and shall form part of the bid documents / RFP.
- e) In this regards final decision will be taken by The Transport Manager.

#### **4.4 Amendment of Bidding Documents**

At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum/Corrigendum. And it will be part of RFP.

Any Addendum issued hereunder will be in writing and may be uploaded on the Authority's website: [www.mahatenders.gov.in](http://www.mahatenders.gov.in)

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Due Date of Submission.

#### **4.5 Bid Evaluation Criteria**

All bids must be considered responsive as described earlier in order to be considered fit to be evaluated. As a first stage of evaluation for responsive bids, technical bids shall be evaluated. In case the Bidder is a consortium then it must meet Additional Consortium criteria specified in clause 5.2 along with Eligibility and Qualification Criteria specified hereunder. Bidders whose technical bids are found to be meeting Eligibility Criteria, Qualification Criteria and successful completion of trials will progress to the next stage

of Price Bid opening. Authority reserves the right to evaluate the bid by considering price with subsidy as per FAME II scheme or without subsidy as per Wet Lease Model scheme.

## **5. Eligibility Criteria**

### **5.1 Pre-Qualification Criteria**

The following Eligibility Criteria shall apply to all Bidders who are bidding as Single Bidder or to all members of a Consortium:

The Bidder or/ and all members who are legally competent to enter into a contract as per prevailing Indian law, and must be either a:

- i. Company incorporated under the Companies Act, 1956 (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time), (Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted) Or
- ii. Partnership firm registered under The Indian Partnership Act (Copy of registered Partnership Deed should be submitted)  

Or
- iii. Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 (Copy of Certificate of Incorporation, LLP Deed should be submitted) Or
- iv. Registered proprietary firm in India (Copy of sales tax/GST registration, EPF registration, Shop registration certificate, as may be applicable, should be submitted).  

Foreign Electric Bus Manufacturers constituted under respective foreign law not having a registered office and manufacturing facility in India are not allowed to participate in the bidding. as single bidder or member of consortium, etc.,
- v. The Bidder/s shall not have been blacklisted by any Government Agency, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India at the time of Due Date of Submission. In this regard, a Notarized Anti blacklisting certificate is required to be provided as per the format prescribed in Annexures.
- vi. The Services of Bidder should not have been terminated by Authority or any other Government/Semi-Government or Public Authority or Public Institution in India, before the completion of respective Contract Period for which it has executed the Project or in process of execution of such project, on account of its poor performance, delay or abandonment of work by the Bidder. If such instance(s) shall be found by Authority during bid process or period thereafter, then Authority at its sole discretion may reject the Bid or terminate the Agreement. The Authority at its sole discretion may reject the Bid or terminate the Agreement in respect of the bidder whose cases are pending in litigation.
- vii. A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Conflict of Interest is specified / defined in Clause 16.
- viii. Consortium is permitted to participate in Bidding Process. Maximum number of consortium members is limited to 3 (three) members, with respective qualifications and role as provided for in Bidding Conditions for Single Bidders and Consortiums.



- ix. Only the Bids of the Bidder meeting above Eligibility Criteria shall be considered for assessment of next stage of assessment of Qualification Criteria.

## **5.2 Bidding Conditions for Single Bidder and Consortium**

Bids may be presented by companies meeting pre-qualification criteria as specified under 8.3 either as a Single Bidder or by Consortium. Following conditions are prescribed in bidding by Single Bidder and by Consortium:

- i. If the Bid is by a Single Bidder, the Bidder should be a registered Electric Bus Manufacturer (Original Equipment Manufacturer for Electric Buses shortly called "OEM" henceforth) or Operator only who is meeting the prescribed qualifications for OEMs and Operators who is supplying the Buses under this Project. Sub-contracting specific tasks by Single Bidder by experienced / qualified subcontractors is not restricted. Single Bidder should mandatorily form an SPV and such SPV shall sign the Agreement with the Authority.
- ii. Post award of contract OEM or Operator can subcontract or form a Consortium/SPV with qualified operator or OEM, for successful execution of project. Consortium/SPV (Lead Member) will sign the agreement with Authority and all the payments shall be made in name of Consortium/SPV (Lead Member).
- iii. It is hereby clarify that Motor Vehicle Manufactures and Indusial operator of buses can form a consortium for the purpose of this tender in case of consortium the member must nominated one of them as the Lead Member who shall be responsible to KDMTU and for discharging all responsibility related to the bid process and the project. (OEM shall be compulsory part of consortium assigning the role to the other consortium member is left to the bidder.)
- iv. OEM can bid as a Single Bidder/Member of consortium and can also give Manufacturer Authorization Form(s) to multiple operator(s)/Aggregator(s). However, Operator/Aggregator must submit Manufacturer Authorization form from only one OEM who is meeting the respective OEM qualification criteria.
- v. If the Bid is through a Consortium, maximum Three-member consortium is eligible. OEM and Operator should mandatorily be part of Consortium.
- vi. Any replacement in the non-lead/lead Consortium member shall be permitted after one year of operations only, provided the replaced member possesses qualifying credentials required of a member having similar role. The exercise will need prior approval of the Authority. Exit of Lead Member from any Consortium shall not be permitted at any stage.
- vii. Bidders bidding as Consortiums must clearly identify their respective roles in the Consortium Agreement.
- viii. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting Qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Agreement Period.
- ix. RFP/EMD/Performance security can be submitted by any of the Consortium members.
- x. The Technical Capabilities of all the consortium members shall be taken into count for evaluating the eligibility criteria.
- xi. Aggregating the financial and technical capability of any Associates of the Bidder

for the purpose of meeting the respective Qualifications Criteria required of the Bidder shall not be permitted.

- xii. The role, responsibilities and scope of work shall be distributed among the consortium members and shall be clarify mentioned in consortium agreement. The Lead member shall be responsible for works, mention in RFP.

### **5.3 Qualification Criteria for Bidders**

Qualification criteria pertaining to each of the three parties to participate in this tender, envisaged above are presented below: (Single bidder/ Partner/ JV/Company/Consortium/OEM)

#### **1) OEM Qualifications Criteria**

- a. The OEM as a Sole bidder /Lead member shall be a registered Electric Bus Manufacturer with bus manufacturing facilities in India on its own name and having experience of manufacturing and delivery of at least 100 Electric Buses over the last five financial years in India and minimum 50 Electric Buses of the said deliveries should be in operation for a period of minimum 1year within last 3 years.
- b. OEM as a Sole bidder /Lead member whose Minimum Average Sales Turnover of any 3 years out of last 7 Financial Years [last Financial Year being 2020-21] is more than Rs.150.00 Cr. And Net worth Rs.40.00 Cr. shall quote for the Tender (The documentary evidence should be submitted and certify by C.A. with Balance Sheet)
- c. Should have completed testing of any one similar model Homologation from any Govt. approved testing agencies like ARAI/ICAT/CIRT etc. and should submit any one similar model homologation of all the models along with the bid. OEM shall submit an undertaking to the effect that Offered Model Homologation of all the respective models will be submitted at the time of Proto type Inspection.
- d. OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one Single decker / Midi /DD Electric Bus (100% battery operated) from the designated testing center in India. i.e., CMVR type-approval of at least one model electric bus.
- e. In case OEM/ Operator from outside India, certificates from equivalent agency / certifying authority will be required. An undertaking to be given by lead bidder / OEM that all certificates including CMVR type approval will be submitted at the time of Prototype inspection.
- f. A Bidder (Sole Bidder in case of single bidder or the lead member in case of consortium) should upload testing certificates as stated above with the Technical Bid which will comply the statutory requirements as stipulated in Motor Vehicles Act, 1988 /Central Motor Vehicle Rules including the CMVR Type Approval of the Electric bus offered.
- g. For this purpose bidder/OEM need to submit required type approval certificate from the recognized testing agency at the time of Proto type Inspection.

#### **Documentary evidences:**

- a. License to manufacture Buses and Evidence of bus manufacturing facilities.
- b. Details of at least 100 Electric Buses manufactured and supplied in terms of number, year of supply and names of customers to whom supplied. Details of at

least 50 Electric Buses successful operation

- c. Statement from the Chartered Accountant as prescribed in the Annexures certifying/ specifying MAAT of the Bidder conforming to the provisions of this RFP.
- d. Statement from the Chartered Accountant as prescribed in the Annexures certifying/ specifying Net Worth of the Bidder conforming to the provisions of this RFP.

## **2) Aggregator's Qualification Criteria**

The Aggregator member shall have :

- i. The Aggregator shall have a Minimum Average Annual Turnover (MAAT) of INR 10.00 crores for any 3 Financial Years in the span of last 7 years as per Auditor's certificate.
- ii. A Average Net worth of INR 2.50 crores any 3 Financial Years in the span of last 7 years as per Auditor's certificate.
- iii. Aggregator bidding as a Lead member of consortium shall individually meet its respective financial criteria.

### **Documentary evidences:**

- a. Statement from the chartered accountant as prescribed in the Annexure certifying/ specifying MAAT/Networth of the Bidder conforms to the provisions of this RFP.

## **3) Bus Operator Qualifications Criteria**

- a. The Bus Fleet Operator shall have executed/undertaken Project/O&M/AMC reference as listed below in any part of India for at least one year during the last 5 years immediately preceding the Bid Due Date. The bidder shall upload the documentary evidence in support of the same in the form of Work Orders/ Satisfaction Certificates from the Client.
- b. The bus operator should have at least one Project reference of minimum operation /O&M/AMC of 25 electric buses or 100 diesel/CNG/alternate fuel/hybrid buses in India for at least one year in last 5 financial years including 2021- 22.
- c. Operational Experience/AMC must include Planning, managing and monitoring of day to day bus/Passenger vehicle operations and/or maintenance. Such experience must be demonstrated through an explicit contract/concessionaire Agreement of operations with a public sector entity/Government or semi Government Department or a private sector organization of repute and which has been in successful operation for a period on at least one year.
- d. The Bus Operator member shall have a Minimum Average Annual Turnover (MAAT) of INR 15.00 crores any 3 Financial Years in the span of 7 years as per Auditor's certificate.
- e. Net worth of the Operator shall be Minimum Average of INR 3.75 crores any 3 Financial Years in the span of 7 years as per Auditor's certificate.
- f. Operator bidding as a single entity or as any one Member of consortium shall meet its respective financial criteria. But all member of Consortium should be submitted financial documentary evidence as given bellow :

**Documentary evidences:**

- a. Statement from the chartered accountant as prescribed in the Annexure certifying/ specifying MAAT of the Bidder conforms to the provisions of this RFP.
- b. Bus Operation Agreement / Concessionaire Agreement of operations.

**4. Consortium Qualifications Criteria**

The Average Turnover and Networth of the bidder combine of all consortium members of Last 03 years in the span of last 7 years should be Minimum Turnover Rs. 150.00 Cr. And Networth Rs. 40.00 Cr.

**Documentary evidences:**

- a. Statement from the chartered accountant as prescribed in the Annexure certifying/ specifying MAAT of the Bidder conforms to the provisions of this RFP.
- b. Bus Operation Agreement / Concessionaire Agreement of operations.

**6 Preparation and Submission of Technical Bid (Eligibility and Qualification Submissions) and Price Bid**

**6.1 Language of Bid/Eligibility and Qualification Submissions**

The Technical Bid/Eligibility and Qualification Documents and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the technical Bid/ Eligibility and Qualification Submission may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and word format of the number, the number provided in words shall prevail.

**6.2 Format and Signing of Bid**

The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

The uploaded Bid documents shall be signed by the authorized signatory of the Bidder on each page. In case of a Consortium, this signature shall be that of the Authorised signature of the authorized signatory shall bind the Bidder to the contract. The signed pages shall be scanned and uploaded at designated place. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Each page of the Bid must be numbered at the right-hand top corner.

The Bid must be properly signed by the authorized signatory (the “Authorized Signatory”) as detailed below:

- a. by the proprietor, in case Bidder is a proprietary firm; or
- b. by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a corporation or a Partnership firm.

In case of the Bidder Being Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.

All prices and other information having a bearing on the price shall be written both in figures and words in the prescribed Proposal form. In case of discrepancy, the price given in words shall be considered.

### **6.3 (A) Sealing and Marking of Technical Bids/Eligibility and Qualification Submissions :**

The Bidders shall submit Technical Proposal and Price Proposal Online only at designated space on [www.mahatenders.gov.in](http://www.mahatenders.gov.in).

#### **TECHNICAL BID (Submitted on-line as per E-Tendering procedure) :**

**The tenderer/Bidder/Contractor shall submit all the copies with signed seal and all the scanned copies of following documents in Envelope-1 on-line.**

1. Tender form fee **Rs. 16,800/-** shall be paid online only & Receipt upload.
2. Tender/Contractor shall furnish as a part of its bid an earnest money deposit (EMD) of **Rs. 30,00,000/-** which shall be paid online only & Receipt upload.
3. Contractor shall submit Attested Copy of registration of Workshop. (Bombay shops and establishments act 1948) or Small Scale Industry Registration.
4. Proprietary/individual in case the institution is a proprietary firm, the valid certificate of registration under the Shop & Establishment Act 1948 shall have to be furnished & must be submitted.
5. Copy of GST registration documents.
6. Copy of Contract labour license.
7. Copy of P.F. registration certificate/Receipt.
8. Copy of E.S.I.C. registration/Receipt.
9. Attested copy of Pan Card / Company Pan Card.
10. Cover Letter as per **Annexure - 1**
11. Details of firm General Information as per Prescribed format **Annexure - 2**
12. Copy of average annual gross turnover and Networth during the any three (03) financial years within a span of Last 7 years (Certified by C.A.) as per Qualification Criteria for Bidder, Clause No. 5.3. For the documentary evidence of above criteria Bidders must submit the Audited Balance sheets/Annual Reports for the these 03 years. (Certified by C.A.) as per **Annexure -3 & Annexure – 3A**
13. Undertaking for Bus Ownership or Operational Experience as per **Annexure – 4**
14. Bus Manufacturing Experience as per **Annexure – 5**
15. Undertaking from Original Electric Bus Manufacturer as per **Annexure – 6**

16. Bus Aggregator Experience along with documentary evidence. **(for Operator/ Aggregator only)**
17. No Blacklisting certificate **as per Annexure – 7**
18. Copy of Power of Attorney &/or Board Resolution to sign the tender in case of Partnership firms & Company **as per Annexure – 8**
19. Copy of Power of Attorney to Lead Member or Consortium **as per Annexure – 9**
20. Joint Bidding Agreement of Consortium **as per Annexure – 10**
21. Undertaking for Handing Over of Civil Infrastructure **as per Annexure – 13**
22. Details of Technical Personnel/ workman/mechanics on the Rolls of the tenderer to be appointed for this work as per **Annexure - 16**
23. Income tax Acknowledgement of last year. i.e. A.Y 2020-2021/2021-2022.
24. Solvency Certificate from the Banker to the extent of **Rs. 50.00 Lacs.**
25. Bus Specification and Battery Specification as per Volume - 3

**Note : 1) Regarding as per above Clause No. 4) clarification as given below :**

- In case of Proprietary/ Individual/ Partnership, relevant documents shall provided.
- In case of company including Joint Venture or Consortium, Notified/ Notary Certified agreement J.V. or consortium.
- The specific and details information of the tender shall be clearly mentioned in the prescribed formant as per 3.1 (4)
- The requisite documentation prescribed in the tender form under envelope No. 1 (Technical Bid) to be submitted by any and/ or all bidding entities/firms in the Joint Venture or Consortium shall be considered authentic.

**2) Above all Documents should be uploaded with seal and sign of bidder/Tender's/Contractor in Envelop No. 01.**

**6.4 (B) PRICE BID : as per Annexure – 11 (A and B) [ In Format of EXCEL AND PDF]**

**The tenderer shall submit the following documents Envelope-2 online.**

- i) The tenderer should quote his offer per Km. rates in the prescribed format of Price Bid clearly without any correction and overwriting and Scan copy of the same upload online on **website on <http://mahatenders.gov.in/nicgp/app>**
- ii) The Tenderer shall be quote per Km. rates inclusive of all taxes and other statutory levies (Including G.S.T. [if applicable])
- iii) The Tenderer has must be quote the rates of all 05 types mentioned in Price bid.

- iv) The Tenderer has must be quote the rates in both of BOQ Excel format Commercial bid and PDF format price bid and same should be uploaded by the Tenderer.
- v) Evaluation of the price bids will be on the basis of Aggregate Average Lowest rate (L-1) in all segments in Part A and Part B Combine.

The Transport Manager, Kalyan Dombivli Municipal Transport, `Undertaking, Kalyan may at his discretion extend the deadline for the submission of tenders by issuing an amendment.

The Electric buses deployed needs to comply to the Statutory requirements as stipulated in MV Act/ Rules. Bidder should submit Homologation certificate issued by ARAI/ICIRT or any other approved agency/Organization for the any one similar model along with the Bid submissions.

All the original documents to be uploaded as part of technical bid shall be scanned. All stampings etc. shall be displayed clearly. The documents shall be scanned in JPEG or any other data light but visible formats available.

### **6.5 Due Date of Bid Submission**

The last date and time of submission of the Technical Bid and Price Bid (“the “Due Date of Submission”) is specified in table given in Notice Inviting E-Tenders/Bid Data Sheets.

The Authority may, in its sole discretion, extend the Due Date of Submission by issuing an Addendum uniformly for all Bidders. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Due Date of Submission as extended. Any such change in the Due Date of Submission shall be notified to the Bidders by dissemination of requisite information in this behalf in writing either by uploading on Authority **website [www.mahatenders.gov.in](http://www.mahatenders.gov.in)**

### **6.6 Late Bids**

Bids of the Bidders are not able to make Online submissions on Bid Due Date (“Due Date of Submission”) shall be summarily rejected.

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

### **6.7 Modification and Withdrawal of Bids**

Bids shall not be allowed to modify any part of its Bid after the Bid Due Date (“Due Date of Bid Submission”)

In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that authority receives written notice of such withdrawal before the expiration of the Bid Due Date.

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

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

## **7 Evaluation Process**

### **7.1 Opening of Technical Bid/ Eligibility and Qualification Submission**

The Authority shall open online the Technical Bids/ Eligibility and Qualification Submission received to this RFP, at time and date specified in the RFP, at the place specified in RFP and in the presence of the Bidders who choose to attend.

The bids for which the price bid is not submitted online shall be considered Non-responsive and shall not be opened.

- Bids for which a notice of withdrawal has been submitted in accordance with RFP shall not be opened.
- The Bidder's names, the presence or absence of requisite RFP Fees, EMD and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Bid/ Eligibility and Qualification Submission.
- The Authority will subsequently examine and evaluate Bid/ Eligibility and Qualification Submission in accordance with the provisions set out hereunder in this RFP.

### **7.2 Evaluation of Technical Bid/ Eligibility and Qualification Submission:**

The Bidders shall be required to upload scanned copies of documents as listed in this RFP document along with supporting documents. The Authority shall examine and evaluate the Bid/ Eligibility and Qualification Submission as per the evaluation steps specified below.

#### **a. Test of Responsiveness for RFP Fee, Timely and proper Submission**

Prior to evaluation of Eligibility and Qualification Submissions/Technical Bid, the Authority shall determine whether each Bid is responsive to the requirements of the RFP.

A Bid shall be considered responsive only if:

- The Technical and Price Bids are submitted online properly.
- Technical Bid is accompanied with RFP Fee and EMD amount as specified in RFP.
- Physical submission of RFP fee and EMD is not allowed.
- The Bid is received by Bid Due Date including any extension thereof pursuant hereto;
- It contains all the information (completed in all aspects as requested in this RFP and/or Bid documents (in formats same as those specified in the RFP));
- It does not contain any conditionality or qualification; and
- It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- The 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 the Authority in respect of such Bid.



- Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.
- **The Technical Bid shall be stamped and signed by the Authorised Signatory on every page.**

**b. Assessment of Eligibility Criteria:**

- The Authority shall examine and evaluate the eligibility of each Bid upon determining its responsiveness as per sub clause (a) above.
- The Bidder must meet Eligibility Criteria specified in the RFP and have uploaded all scanned copies of all documents in order to qualify for next stage of assessment.
- Assessment of Qualification Criteria of only those Bidders shall be carried out whose Bids are meeting Eligibility Criteria and uploaded scanned copies of all required documents pursuant to sub clause b) above.

**c. Assessment of Qualification Criteria:**

- The Authority shall examine and evaluate the qualification of each Bid upon determining its eligibility as per sub clause (b) above.
- The Bidder must meet Qualification Criteria as specified in the RFP in order to qualify for Price Bid Opening Stage.
- The Technical Bids/Eligibility and Qualification Submission of the Bidder determined to be responsive.
- In case the bidder is not able to submit the documents required to demonstrate capability of the bus procurement and/or the bidder is not able to satisfy the Authority with regards to clarifications/information/confirmations sought from the Bus Operator or failed during trials, the Authority, at its sole discretion, can consider such bids ineligible for next stage of opening of price bid.
- Price bids of the bidders only those who are meeting eligibility and qualification criteria and successful completion of trials shall be opened. In this regards the final decision shall be taken by the Transport Manager.

**7.3 Opening of Price Bids:**

After the evaluation of Technical Bid/ Eligibility and Qualification Submissions has been completed, shall open the Price Bids of only those Bidders who successfully have completed proof of concept (trials) in the specified routes as may be stated by KDMTU.

**Proof of concept** – The technically qualified bidders are required to conduct trial run of any one similar model Electric bus for a period of minimum 2-3 days.

**Trial conditions:**

**Mini Buses:**

- a. Vehicle shall cover minimum 160 Km @ 80% SOC with AC and full Load under traffic conditions.
- b. Load shall be 3000 Kg (70 Kg \* 40 Passengers + 5Kg \* 40 Passengers)
- c. Bus shall stop at the all Passenger Stops and open doors for at least 10 seconds.

- d. Air Conditioner temperature shall be set at minimum 22 Degree Celsius.

**Midi Buses:**

- a. Vehicle shall cover minimum 180 Km @ 80% SOC with AC and full Load under traffic conditions.
- b. Load shall be 3750 Kg (70Kg \* 50 Passengers + 5Kg \* 50 Passengers)
- c. Bus shall stop at the all Passenger Stops and open doors for at least 10 seconds.
- d. Air Conditioner temperature shall be set at minimum 22 Degree Celsius.

**Standard Buses:**

- a. Vehicle shall cover minimum 200 Km @ 80% SOC with AC and full Load under traffic conditions.
- b. Load shall be 5625 Kg (70Kg \* 75 Passengers + 5Kg \* 75 Passengers)
- c. Bus shall stop at the all Passenger Stops and open doors for at least 10 seconds.
- d. Air Conditioner temperature shall be set at minimum 22 Degree Celsius.

Bid determined to be responsive, meeting Eligibility Criteria and Qualification Criteria and submitted all required documents and completed Successful Trials as per the requirement of RFP. Decision of Authority in this regard will be final. Price Bids of those Bidders whose Technical Bid (not meeting Eligibility and/or Qualification Criteria and/not submitted required RFP fee and/or Bid Security and/or failed during trials) shall stand rejected and shall not be opened. Authority reserves the right to open the Price Bids with or without subsidy.

Price Bids shall be opened online, in the presence of Bidders' representatives who choose to attend the Price Bid opening on such date and time which shall be communicated to the Bidders whose Technical Bid are accepted and successful trials are completed.

**Clarification of Bids and Request for additional/ missing information**

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

**7.4 Evaluation of Price Bid and Award**

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

Bidders are required to quote per Kilometer Charges in each part as per indicative Price Bid format specified in Annexure 11 in respect of cost payable to such Bidder by Authority towards Procurement, operation and maintenance of each type of Bus along with allied civil & electrical infrastructure. All prices shall be in Indian Rupees. The lowest Kilometer Charge in respect of corresponding categories of buses is the sole criteria after the determination/declaration of Eligibility and Qualification for determination of Preferred Bidder ("Preferred Bidder") under each Part. Authority may hold further negotiation with the preferred Bidder before the assignment of Letter of Acceptance.

In case sufficient number of bids is not received and only L1 bidder is present, Authority reserves the right to consider single bid received, entire order may be awarded to successful L1 Bidder.

- Bidder should quote the price inclusive of all taxes. Evaluation of the price bids will be on the basis of Aggregate Average Lowest rate (L-1) for all segments in Part A and Part B Combine.
- GST is not applicable as on date and if any applicable in future, the same shall be paid by the Authority.
- Each bidder must quote his km rates after through reading of this RFP document and Response to Queries/Amendment documents, breakup between his variable and fixed cost, detailed due diligence of the site, city conditions, passenger load and likely wear and tear of the buses.
- Bidders submitting this Price Bid in physical form will have their bids rejected.

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

**“Market Rate”** shall mean prevailing Per Km rate for the Urban buses with similar quality and specifications anywhere in India.

**“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 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, may be rejected as non-responsive.

Any Change in controlling stake shall be deemed as a change in ownership structure. Any changes in the ownership structure of the Operator shall be allowed only after prior approval of Authority.

The Authority, after negotiation and verification of original documents, shall declare the Preferred Bidder(s) as Successful Bidder(s) if its bid is most favorable as per the clause 8.5 d) and shall enter into Bus Operator Agreement with the Successful Bidder(s). The Successful Bidder(s) is required to open the Project Office in Maharashtra and adequately trained and qualified manpower should be deployed for this project.

## **8 Notification of Award**

After the opening of Price Bid, the Authority will notify the Preferred/successful bidder to be confirmed in writing by registered/speed post/email that his bid has been accepted. This letter (hereinafter called `Letter of Award') shall name the sum (i.e Kilometer Charges) which the Authority will pay to the Operator in consideration of operation and maintenance services as per terms of Contract. LOA shall also specify likely Bus Deployment/Delivery Schedule.

The notification of award through LOA will constitute the formation of the contract which shall be formalized and detailed further through the Bus Operator Agreement as executed by the parties.

The Letter of Acceptance (LOA) dispatched through ‘Speed Post/ Regd.

post/Fax/courier/email by hand shall constitute the formation of the Contract.

Prior to the expiry of the period of Proposal validity, the Authority shall notify the Preferred Proposer, by issuance of a Letter of Award (the "LOA"), in duplicate, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Proposer is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Preferred Proposer as Damages on account of its failure to acknowledge the LOA, and the next eligible Proposer may be considered. The Letter of Award shall stipulate the sum of quoted fee and performance security which the Service Provider shall pay/furnish to the Authority.

## **9. Performance Security (PS)**

Before signing of the Bus Operator Agreement, the Successful bidder(s) shall furnish **Performance Security i.e. Rs. 50,000/- per bus in the form of Bank Guarantee** (As per format provided in the Annexure) in favour of "Kalyan Dombivli Municipal Transport Undertaking (KDMTU)" at the time of signing of the Bus Operator Agreement as detailed below.

The Bank Guarantee of Performance Security should be from any Nationalized/Scheduled Bank. The Successful Bidder shall be required to furnish additional performance security as per Lot wise delivery of buses as per RFP, in proportion to the additional quantity of buses ordered by the Authority, with pursuant to the provisions of the RFP. All charges, fees, costs and expense for providing the PS deposit in the form of Bank Guarantee shall be borne and paid by the Operator. If the Bidder, fails to furnish the same, it shall be lawful for Authority to forfeit the EMD and cancel the contract or any part thereof.

Authority shall be entitled to forfeit the amount of the Performance security in whole or in part in the event of any default, failure or neglect on the part of the Operator in the fulfilment or performance and obligation in all respects of the Agreement as per the provision set forth in the Agreement. The PS shall not carry any interest.

If the contract is terminated for reasons other than which can be attributable to the Operator, the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Operator under this contract, be duly discharged and released to the Operator.

The Performance Security shall remain in full force and effect during the Contract period and 180 days thereof that would be taken for satisfactory performance and fulfilment in all respects of the contract. On the performance and completion of the contract in all respects, the Performance Security will be returned to the Operator without any interest.

## **10. Signing of Bus Operator Agreement**

The Successful Bidder(s) would be required to execute the Bus Operator Agreement, with such terms and conditions as specified in Volume 2: Bus Operator Agreement of the RFP and any additional terms may be considered necessary by the Authority at the time of finalization of the Bus Provider Agreement. Such Agreement shall also have all correspondence (to be discussed and agreed upon separately) between Authority and the Successful Bidder(s) and additional clauses and/or provisions that further explain or clarify provisions of this RFP, or certain provisions which Authority may be required to include as per law or being a publicly owned institution, as per its practices. Authority hereby reserves the right to modify the terms of the Agreement.

The signing of the Bus Operator Agreement shall be completed after the submission of stipulated PS Bank Guarantee to the Authority.

### **10.1 Expenses for the Bus Operator Agreement**

Any and all incidental expenses of execution of the Bus Operator Agreement shall be borne by the Successful Bidder.

### **10.2 Annulment of Award**

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

### **10.3 Failure to abide by the Bus Operator Agreement**

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

## **11 Contacts during Bid Evaluation**

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

## **12 Confidentiality**

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

## **13 Site Visit and Verification of Information**

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

- made a complete and careful examination of the Proposal Documents;
- received all relevant information requested from the Authority;
- accepted the risk of inadequacy, error or mistake in the information provided in the Proposal Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above;

- satisfied itself about all matters, things and information including matters referred to in Clause hereinabove necessary and required for submitting an informed Proposal, execution of the contract in accordance with the Proposal Documents and performance of all of its obligations thereunder;
- acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Proposal Documents or ignorance of any of the matters referred to RFP provision hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the Service Provider(s);
- acknowledged that it does not have a Conflict of Interest; and
- agreed to be bound by the undertakings provided by it under and in terms hereof.

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

## 14 Fraudulent and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Bid without being liable in any manner whatsoever to the Applicant if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of the Authority under Clause (a) hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

**“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical

adviser of the Authority in relation to any matter concerning the Project;

**“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

**“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

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

**“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.

## **15 Conflict of Interest**

A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding of at least 25% holding of equity/profit sharing in another company/firm, or in each other.

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

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

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

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

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

If Bidder is a Proprietorship Firm: In such case, the Bidder or its Proprietor of such Bidder or its Proprietor as the case may be also holds;

- more than 25% of the paid up and subscribed equity capital in the other Bidder,

its Member of such other Bidder, its Member is Company; and/or

- more than 25% of profit sharing in other Bidder, its Member of such other Bidder, its Member is a Partnership firm. and/or
- Other Bidder, its Member which is a Proprietorship Firm.

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

- a constituent of such Bidders is also a constituent of another Bidders; or.
- such Bidders receives or has received any direct or indirect subsidy from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- such Bidders has the same legal representative for purposes of this Bid as any other Bidders; or
- such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders.

## **16 Miscellaneous**

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

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

- Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- Consult with any Bidder in order to receive clarification or further information;
- Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- 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.

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

All above terms and condition, all final decision will be taken by the Transport Manager.



Volume - 1

# Annexures

# **Annexure – 1**

## **Cover Letter**

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

Dated: .....

**To,**  
**The Transport Manager,**  
Kalyan Dombivli Municipal Transport Undertaking,  
Kalyan

**Subject: Submission of Bid for Request for Proposal (RFP) for Selection of Operator for Bus Procurement, Operation and Maintenance of 207 STANDARD, MIDI, MINI AC/Non AC Electric Buses and Allied Electrical & Civil Infrastructure on Wet Lease Model.**

Dear Sir/Madam,

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

OR

We are bidding as Single Bidder.

3. We are bidding for 207 number(s) of MINI, MIDI & STANDARD AC/Non AC Electric Buses,

**Note:** It is mandatory to provide the above information as the EMD or Bid Security amounts need to be verified against these. The bid documents shall be rejected if the above information isn’t provided.

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

8. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
9. We hereby undertake that we have examined and familiarized ourselves fully about the nature of assignment/Project, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by paying a visit(s) to the site(s). We also undertake that we have ascertained the availability and condition of passenger traffic, location, working conditions, applicable laws and regulations, and any other matter considered relevant by them.
10. We hereby undertake that we have made a complete and careful examination of the RFP received all relevant information requested from the Authority;
11. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above; and acknowledged that it does not have a Conflict of Interest agreed to be bound by the undertakings provided by it under and in terms hereof.
12. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder(s), or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. We agree and undertake to abide by all the terms and conditions of the Volumes 1, 2, 3 of the RFP document.

For and on behalf of

Signature :

Name :

Designation :

Bidding Organization / Lead Member:

Date :

Place :

Round Stamp/Seal :

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

## Annexure 2

# General Information of Bidder

{On bidder's letterhead}

[All Consortium members individually should provide in case Bidder is a Consortium]

### 1. **Bidders name and contact details.**

- Name of the Bidder Organization:
- Nature of Entity (company /partnership/Proprietorship, etc.):
- Address of Registered Office:
- Phone and E-mail:

Main Line of Business with experience :

Details of top ten shareholders / partners along with their share (if information of this nature is not already present in Annual Reports shared)

### 2. **Bus Manufacturer related Documents**

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

### 3. **Any Technology Partner related Documents**

- Registration Certificate of Factory and License for manufacturing of Electric Buses

Quality System Certification

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

Authorized signatory

**Annexure 3**  
**Format for Certification for Minimum Average**  
**Annual Turnover (MAAT) from Chartered**  
**Accountant**

{On Statutory Auditor's Letterhead}

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

This is to certify that the Minimum Annual Average Turnover (MAAT) furnished by M/s. \_\_\_\_\_ for any 3 Financial Years in the Span of last 7 years 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:**

<b>Financial Year</b>			
Turn Over			

**In case of consortium:**

<b>Financial Year</b>			
Lead Member -Turn Over			
Second Member- Turn Over			
Third Member -Turn Over			

**Note :-** The Average Turnover of the bidder combine of all consortium members of Last 03 years in the span of last 7 years should be Minimum Turnover Rs. 150.00 Cr.

CHARTERED ACCOUNTANT:

(Signature with Seal)

My Membership No:

Address:

## Annexure 3A

### **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 Transport Manager,**  
Kalyan Dombivli Municipal Transport Undertaking,  
Kalyan

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 Average Network of the bidder for the any 3 years in the span of Last 7 Years.

#### **In case of Single Bidder:**

Financial Year			
Networth			

#### **In case of consortium:**

Financial Year			
Lead Member -Networth			
Second Member- Networth			
Third Member - Networth			

**Note:-** The Average Network of the bidder combine of all consortium members of Last 03 years in the span of last 7 years should be Minimum Networth Rs. 40.00 Cr.

(Signature of the Chartered Accountant) Name :

Designation :

Membership Number :

Date :

Company Seal :

Business Address :

## **Annexure 4**

### **Undertaking for Bus Ownership or Operational Experience**

**{On bidder's letterhead}**

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

I hereby declare that our company/firm has experience of operation of following no of Buses through ownership or contractual right.

For Operation experience for required no of Buses for last five years (starting from 2016-17) No. of Buses operated through contract/subcontract by the bidder.

#### **Details to be submitted in the table.**

- No. of buses contracted & Contract period
- Contract date and number
- Name of the client
- The copy of contract document/Letter of Award/Letter of Intent/Work Order.
- Completion certificate/Interim Satisfaction Certificate from the client for respective contract if available.

In case operation contract is held in partnership/JV/Consortium, the JV/Consortium agreement copy specifying the share of each partner in the JV must be submitted.



## Annexure 5

### Bus Manufacturing Experience

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

S. No	Contract placed (full name & Address of Authority)	Contract No. & Date	Description and Quantity of Buses Ordered	Date of Completion of Delivery (as per Contract)	Documentary evidences (Purchase Order/ Letter of Award/ Bus 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/BUS MANUFACTURER

## **Annexure 6**

### **Undertaking from Original Electric Bus Manufacturer**

**(On Letter Head of Manufacturer)**

We, M/s. \_\_\_\_\_, (Name of an OEM) Original manufacturer of the Electric Battery Operated Bus, hereby undertake and confirm the following: -

- i) We, will give priority to M/s. \_\_\_\_\_, (Name of an OEM) in providing the Contracted Buses to the Bidder as per delivery schedule once agreed [i.e. all Fully built 207 Electric Buses of 25 Nos of MINI, 130 No's of MIDI and 52 No's of STANDARD AC/Non AC Electric Buses (as mentioned in Scope of Work) to be supplied as per bus specification starting from 3 months to 8 months from the date of issue of LOA by KDMTU].
- ii) We will provide adequate service support (AMC) to ensure smooth running of the Contracted Buses offered by the Bidder.
- iii) We will ensure timely supply of spare parts to the Bidder for the maintenance of contracted buses.
- iv) We will prioritize training to the Drivers and Technicians of the Bidder.
- v) We will provide the requisite technical know-how from time to time with technical literature to the Bidder and KDMTU.
- vi) The vehicle being offered is \_\_\_\_\_ (make and model) and its specifications are in compliance.

**Stamp & Signature of the Authorized Signatory of Electric Bus Manufacturer**

**Annexure 7**  
**No Blacklisting Certificate**

**{Notarization is required}**

Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of Rs. 100/- and with Notarized)

[All Consortium Member should provide in case Bidder is a Consortium]

**No Blacklisting Certificate**

M/s. .... (Name of the Bidder),  
..... (the names  
and addresses of the registered office) hereby certify and confirm that we or any of our  
promoter/s / director/s or our firm as well as our Consortium member) as defined in RFP  
are not barred by Government of Maharashtra / any other entity of Government of  
Maharashtra or blacklisted by any state government or central government / department  
/ Local Government agency in India or similar agencies from foreign countries from  
participating in Project/s, either individually or as member of a Consortium.

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

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

## **Annexure 8**

### **Format of Power of Attorney for Authorized Signatory to Bid**

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

{On Stamp Paper of Rs. 100/- with Notarized }

[All Consortium Member should provide in case Bidder is a Consortium]

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

WHEREAS in response to the Request for Proposal (RFP) for Selection of Bus Operator for Procurement, Operation and Maintenance of 207 Electric Buses of 25 Nos of MINI, 130 No’s of MIDI and 52 No’s of STANDARD AC/Non AC Fully Built Pure Electric Buses on Wet Lease Model for Authority Project for KDMTU, (“Project”), as per the Scope of Work specified in RFP, the Company/ firm is submitting Bid Comprising Eligibility and Qualification Submission for the project, and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the Attorney of the Company/firm. [name of the company/firm] do hereby

NOW KNOW WE ALL BY THESE PRESENTS, THAT

nominate, constitute and appoint..... [name & designation of the person].....as its true and lawful

Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/ firm in its name and on its behalf, that is to say :

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

To sign all the necessary documents, papers, testimonials, Bids, representations and correspondence necessary and proper for the purpose aforesaid;

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

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

<p>The common seal of [name of the company/Partnership firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on</p> <p>_____ Day of -----, 20 in the presence of [name &amp; designation of the person] and countersigned by [name &amp; designation of the person] of the Company/ firm of [name of the company]</p>	<p>-----</p> <p>[name &amp; designation of the person]</p> <p>-----</p> <p>[name &amp; designation of the person]</p>
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## **Annexure 9**

### **Format of Power of Attorney to Lead Member of Consortium**

{To be provided in case Bidder is a Consortium }

{On Stamp Paper of Rs. 100/- with Notarized }

Whereas the \_\_\_\_\_(Name of the Authority), (the “Authority”) has invited bids from interest parties for the ..... (Name of the RFP) (the “Project”). Whereas, ..... and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s ..... having our registered office at ....., and

M/s. ...., having our registered office at ....., and

M/s. ...., having our registered office at ....., and

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ....., having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any

other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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

For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)

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

Accepted

Notarized

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

- 1.
- 2.

# **Annexure 10**

## **Joint Bidding Agreement for Consortium**

**{On Requisite Stamp Paper & Notarized}**

**(To be provided by Consortium)**

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

- Convey the intent to Consortium Agreement as per RFP, which would enter into the Contract Agreement and subsequently perform all the obligations of the Operator as per Agreement terms, in case the Project is awarded to the Consortium;
- Clearly outline the proposed roles and responsibilities, if any, of each member
- Tenure of Joint Bidding Agreement (ATLEAST TILL Bid Validity Period)
- 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 during Contract Period.
- The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
- No change in composition of the Consortium shall be permitted during the Bidding Process and during the Contract Period, in case the Project is awarded to the Consortium.



**Annexure 11**  
**Indicative Format of Price Bid (PDF format)**

(To be submitted online only at [www.mahatenders.gov.in](http://www.mahatenders.gov.in))

**Subject :-** “Selection of Bus Operator For Procurement, Operation And Maintenance on per Km basis on Per Km Basis of 207 Fully Built Mini, Midi & Standard Pure Electric Ac/Non-Ac Buses (With Drivers) And Allied Electrical & Civil Infrastructure on Wet Lease Model for the Period of Twelve (12) Years For KDMTU.

**A) Quote the per Km rate with subsidy under FAME – II for procurement of buses.**

Sr. No.	Description	Total Quantity of Electric Buses (In Nos.)	Basic Rate (per km) (Rs.)	Gross Rate With all taxes [Excluding GST] (per km) (Rs.)
1	STANDARD-12 Mtrs. Non AC Electric Bus for 12 years rate per km as per Wet Lease Scheme	32		
2	STANDARD - 12 Mtrs. AC Electric Bus for 12 years rate per km as per Wet Lease Scheme	20		
3	MIDI - 9 Mtrs. Non AC Electric Bus for 12 years rate per km as per Wet Lease Scheme	70		
4	MIDI – 9 Mtrs. AC Electric Bus for 12 years rate per km as per Wet Lease Scheme	60		
5	MINI – 7 Mtrs. AC Electric Bus for 12 years rate per km as per Wet Lease Scheme	25		
	<b>TOTAL =</b>	<b>207</b>		
<b>AGGREGATE AVERAGE PER KM RATE</b>				

**NOTE :-**

- Bidder should quote the price inclusive of all taxes. Evaluation of the price bids will be on the basis of Aggregate Average Lowest rate (L-1) in all segments in Part A and Part B Combine. The bidder should quote the per km rate for all the above 05 categories of buses indicated above.
- GST is not applicable as on date and if any applicable in future, the same shall be paid by the Authority.
- Each bidder must quote his km rates after through reading of this RFP document and Response to Queries/Amendment documents, breakup between his variable and fixed cost, detailed due diligence of the site, city conditions, passenger load and likely wear and tear of the buses.
- Bidders submitting this Price Bid in physical form will have their bids rejected.
- Bidder should quote the basic per Km rate consider as per Volume – 2 - Bus Operator Agreement Clause No. 25.3- The Basic Quoted Rate per kilometer for Hiring of

Electric AC and Non AC Buses will be revised annually @ 1.0% of Basic Quoted Rate from 2nd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first year, there will be no revision for Hiring Charges (on per Km. basic quoted rate.)

**B) Quote the per Km rate without subsidy.**

Sr. No.	Description	Tender Quantity for Electric Bus (In Nos.)	Basic Rate (per km) (Rs.)	Gross Rate With all taxes [Excluding GST] (per km) (Rs.)
1	STANDARD-12 Mtrs. Non AC Electric Bus for 12 years rate per km as per Wet Lease Scheme	32		
2	STANDARD - 12 Mtrs. AC Electric Bus for 12 years rate per km as per Wet Lease Scheme	20		
3	MIDI - 9 Mtrs. Non AC Electric Bus for 12 years rate per km as per Wet Lease Scheme	70		
4	MIDI – 9 Mtrs. AC Electric Bus for 12 years rate per km as per Wet Lease Scheme	60		
5	MINI – 7 Mtrs. AC Electric Bus for 12 years rate per km as per Wet Lease Scheme	25		
	<b>TOTAL =</b>	<b>207</b>		
	<b>AGGREGATE AVERAGE PER KM RATE =</b>			

**NOTE :-**

- Bidder should quote the price inclusive of all taxes. Evaluation of the price bids will be on the basis of Aggregate Average Lowest rate (L-1) in all segments in Part A and Part B Combine. The bidder should quote the per km rate for all the above 05 categories of buses indicated above.
- GST is not applicable as on date and if any applicable in future, the same shall be paid by the Authority.
- Each bidder must quote his km rates after through reading of this RFP document and Response to Queries/Amendment documents, breakup between his variable and fixed cost, detailed due diligence of the site, city conditions, passenger load and likely wear and tear of the buses.
- Bidders submitting this Price Bid in physical form will have their bids rejected.
- It is mandatory for the bidders to offer the rates for both sets i.e., with and without subsidy and for all models.

- AUTHORITY reserves the right to evaluate the bid with subsidy as per FAME II or without subsidy.
- Bidder should quote the basic per Km rate consider as per Volume – 2 - Bus Operator Agreement Clause No. 25.3- The Basic Quoted Rate per kilometer for Hiring of Electric AC and Non AC Buses will be revised annually @ 1.0% of Basic Quoted Rate from 2nd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first year, there will be no revision for Hiring Charges (on per Km. basic quoted rate.)

## Indicative Format of Price Bid (EXCEL format)



### Item Rate BoQ

**Tender Inviting Authority: TRANSPORT MANAGER, KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING , KALYAN.**

**Name of Work: Inviting Tender Notice for the “Selection Of Bus Operator For Procurement, Operation And Maintenance on per Km basis On Per Km Basis Of 207 Fully Built Mini, Midi & Standard Pure Electric Ac/Non-Ac Buses (With Drivers) And Allied Electrical & Civil Infrastructure On Wet Lease Model For The Period Of Twelve (12) Years For KDMTU.**

**Contract No: KDMC/KDMT/2021-22/.....**

Name of the Bidder/ Bidding Firm / Company :							
<b>PRICE SCHEDULE (Part - 1)</b>							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	BASIC RATE In Figures (per Km) with all taxes Rs. P	TOTAL AMOUNT With Taxes [Excluding GST]	TOTAL AMOUNT In Words (Rs.)
1	2	4	5	6	13	54	55
<b>A) Quote the per Km rate with subsidy under FAME – II for procurement of buses.</b>							
1	STANDARD-12 Mtrs. Non AC Electric Bus for 12 years rate per km as per Wet Lease Scheme = <b>32 Buses</b>	1.000	KM.	0.000		<b>0.000</b>	INR Zero Only
2	STANDARD - 12 Mtrs. AC Electric Bus for 12 years rate per km as per Wet Lease Scheme = <b>20 Buses.</b>	1.000	KM.	0.000		<b>0.000</b>	INR Zero Only
3	MIDI - 9 Mtrs. Non AC Electric Bus for 12 years rate per km as per Wet Lease Scheme = <b>70 Buses.</b>	1.000	KM.	0.000		<b>0.000</b>	INR Zero Only
4	MIDI – 9 Mtrs. AC Electric Bus for 12 years rate per km as per Wet Lease Scheme = <b>60 Buses.</b>	1.000	KM.	0.000		<b>0.000</b>	INR Zero Only
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #

Sl. No.	Item Description	Quantity	Units	Estimated Rate	BASIC RATE In Figures (per Km) with all taxes Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
<b>1</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>13</b>	<b>54</b>	<b>55</b>
<b>5</b>	MINI – 7 Mtrs. AC Electric Bus for 12 years rate per km as per Wet Lease Scheme = <b>25 Buses</b>	1.000	KM.	0.000		<b>0.000</b>	INR Zero Only
<b>B) Quote the per Km rate without subsidy.</b>							
<b>6</b>	STANDARD-12 Mtrs. Non AC Electric Bus for 12 years rate per km as per Wet Lease Scheme = <b>32 Buses</b>	1.000	KM.	0.000		<b>0.000</b>	INR Zero Only
<b>7</b>	STANDARD - 12 Mtrs. AC Electric Bus for 12 years rate per km as per Wet Lease Scheme = <b>20 Buses.</b>	1.000	KM.	0.000		<b>0.000</b>	INR Zero Only
<b>8</b>	MIDI - 9 Mtrs. Non AC Electric Bus for 12 years rate per km as per Wet Lease Scheme = <b>70 Buses.</b>	1.000	KM.	0.000		<b>0.000</b>	INR Zero Only
<b>9</b>	MIDI – 9 Mtrs. AC Electric Bus for 12 years rate per km as per Wet Lease Scheme = <b>60 Buses.</b>	1.000	KM.	0.000		<b>0.000</b>	INR Zero Only
<b>10</b>	MINI – 7 Mtrs. AC Electric Bus for 12 years rate per km as per Wet Lease Scheme = <b>25 Buses</b>	1.000	KM.	0.000		<b>0.000</b>	INR Zero Only
<b>Total in Figures</b>						<b>0.000</b>	INR Zero Only
<b>Quoted Rate in Words</b>	<b>INR Zero Only</b>						

**NOTE :-** Tenderer has must submit both the Price bid as above in Envelop No. 2 (ie.Pdf Format and Excel Format)

## Annexure 12

### Security Deposit-Cum-Performance Guarantee Form

#### INSTRUCTIONS:

The Bank Guarantee should be executed exactly as per this Draft on a relevant value stamp paper along with a Confirmatory Letter from the regional office of the Bank concerned in an enclosed format.

A certified copy of the Power of Attorney under which the person is authorized to sign this guarantee bond may please be sent to the Authority along with the guarantee. This copy should be certified by the Agent of the Bank under his seal.

1. Against Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_\_\_ (hereinafter called the

Said “Contract”) entered into between \_\_\_\_\_  
\_\_\_\_\_(Name/s of the persons authorized to sign on  
behalf of Operator) Inhabitants of \_\_\_\_\_ carrying  
on bus in address at \_\_\_\_\_ (Full address of the firm)  
\_\_\_\_\_(Name of Business) Under the style and name of  
M/s. \_\_\_\_\_ (Name of the firm) (hereinafter called the  
“Operator”) of the one part and the, Kalyan Dombivli Municipal Transport  
Undertaking (KDMTU). (hereinafter called “Authority”) for the purpose of the  
undertaking (in which expression are included, unless the inclusion is inconsistent  
with the context or meaning thereof his/her successor or successors for the time  
being holding the office of the “Kalyan Dombivli Municipal Transport  
Undertaking (KDMTU)” of the second part and WHEREAS at the request of the  
Operator we \_\_\_\_\_ (Full name and address of the Bank) Bank  
are holding in trust in favour of the Undertaking the amount of  
\_\_\_\_\_(Rupees \_\_\_\_\_ in  
words) to indemnify and keep indemnified the Authority against all losses,  
damages, expenses or the Contractor of any of the terms and conditions of the said  
Contract and/or the performance thereof. We agree that the decision of the  
....., whether any breach of the terms and conditions of the said  
Contract and/or any failure in the performance thereof has been committed by the  
Operator and the amount of loss, damage, costs, expense or otherwise that has  
been caused or suffered by the Authority shall be final and binding on us and the  
amount of the said loss, damage, costs and expenses or otherwise shall be paid by  
us forthwith on demand to the Authority.

2. We \_\_\_\_\_ (Name of the firm  
and Bank) further agree that the guarantee herein contained shall remain in full  
force and effect during the period that would be taken for satisfactory performance  
and fulfillment in all respects of the said Contract including the minimum  
guarantee of 150 months from the date of final acceptance as per the clauses  
included in the tender and including Operator’s obligation to remedy all defects

in vehicle, material, services as well as operation that may develop under normal use of Electric Non-AC/Non AC Buses provided always that before the expiry of the date of the validity of the guarantee herein contained, we shall, from time to time on being called upon by the ....., extend the date of validity thereof for the period of 6 months on each occasion and that if any claim accrues or arises against us \_\_\_\_\_ (Name of the Bank) by virtue of this guarantee before the said date as extended from time to time, the same shall be forcible against us \_\_\_\_\_ (Name of the Bank) notwithstanding the fact same is enforced after the said date and extended from time to time, provided that notice of any such claim has been given by the ..... before the expiry of 6 months from the said extended date, payment under this :Letter of Guarantee” shall be made promptly upon our receipt of notice to that effect from the .....

3. It is fully understood that this guarantee is effective from the date of the said Contract and that we \_\_\_\_\_ (Name of the Bank) undertake not to revoke this agreement during its currency including the extended period without the consent in writing of the .....
4. We \_\_\_\_\_ (Name of the Bank) further agree that the ..... shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Operator to extend the time of performance by the Operator from time to time or to postpone for any time from time to time any of the power exercisable by the ..... against the said Operator and to forbear or enforce any of the terms and conditions relating to the said Contract and we \_\_\_\_\_ (Name of the Bank) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Operator or for any forbearance and/or on the part of the ..... or any indulgence by the or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.
5. We \_\_\_\_\_ (Name of the Bank) further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Operator or the Bank.
6. Notwithstanding anything contained herein:
  - Our liability under this Bank Guarantee shall not exceed INR\_\_\_\_\_ (Rupees\_\_\_\_\_).
  - The Bank Guarantee shall be valid up to \_\_\_\_\_ and the same can be further extended, if so requested by the applicant/Contractor.
  - We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before \_\_\_\_\_.
  - The guarantee herein contained is subject to Maharashtra jurisdiction.

This \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and \_\_\_\_\_ In witness where of- Signed and delivered by the above named \_\_\_\_\_ Bank by its Authorized Signatory as authorized

by

Board Resolution passed on

Power of Attorney dated [.....]

\_\_\_\_\_

Authorized Signatory

Name

Designation

In the presence of:

1.

2.



**NAME OF THE BANK (ON THE BANK'S LETTER HEAD)**

**To,**  
**The Transport Manager,**  
Kalyan Dombivli Municipal Transport Undertaking (KDMTU),  
Kalyan.

Ref.: Guarantee No.

Dated

For issued on behalf of

M/s. \_\_\_\_\_

Dear Sir/Madam,

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

The above Bank Guarantee has been given by our clients towards Security Deposit / Performance Guarantee for the execution of the contract with the AUTHORITY.

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

Yours faithfully,

GENERAL MANAGING

DIRECTOR OF THE BANK

**Annexure 13**

**Undertaking for Handing Over of Civil Infrastructure**

**{On bidder's letterhead}**

Date: \_\_\_\_\_

**To,**  
**The Transport Manager,**  
Kalyan Dombivli Municipal Transport Undertaking (KDMTU),  
Kalyan.

**Sub:** AUTHORITY Electric Bus Operations - Undertaking for Handing over Civil Infrastructure

Dear Sir/Madam,

I am writing with respect to the project of Procurement, Operation and Maintenance of Operator owned, 207 Electric Buses of 25 Nos of MINI, 130 No's of MIDI and 52 No's of STANDARD Electric AC/Non AC Buses and Allied Civil Infrastructure for Urban Bus Operations in Kalyan Dombivli Municipal Corporation area & MMR area.

I hereby confirm that after completion of Contract Period, the entire civil infrastructure established at depot(s) for charging of Electric Buses will become the property of AUTHORITY solely for its further usage by AUTHORITY. \_\_\_\_\_ (Name of the Bidder) will not have any right on this Infrastructure after completion of Contract Period.

This letter will serve as our confirmation of contract agreement of various aspects respecting the handover.

Yours sincerely,

Name:

Designation:

Organization:

Seal of the Organization:

## **Annexure 14 Depot Details**

Khambalpada Depots will be provided and Details shall be shared post award of LOA to Bidder.

### **Details of Parking Space Infrastructure handed over to Operator during execution of Agreement**

Date of Handover	
Address of Parking Space	Khambalpada Depot, Ajadegaon, Dombivli (East) Tal- Kalyan, Dist- Thane.
Area of Parking Space:	14000 Sq. Mtrs.
Facilities	Wall compound, Security cabin and office.
Utilities	
Security	

We have inspected the above Parking Space premises and are satisfied as to its condition. We undertake to maintain the above premises in good working condition as per standard practices and terms and conditions of the Agreement. We understand that the premises above are only being licensed to us for the purpose of parking, charging and maintenance of the Contracted Electric Buses, Transformers and charges and associated Electrical and Civil Infrastructure during the Contract Period and shall not be used for any other purpose. We confirm to return the above premises to the Authority at the end of the Contract Period in the same condition as found when we took over. The Authority shall not bear liabilities arising from the use of these Premises.

We have accepted the right to use the Space allotted in Depot(s) on \_\_\_\_\_ (date)

For Operator

Name, Sign, Time and Place

**Annexure 15**  
**Letter of Support for Subsidy from Funding Agency**  
**(If applicable)**

**Annexure 16**  
**Details of Technical Personnel available with the Contractor**

Name of the E-Auctioneer/Bidder : .....

Sr.No.	Name of Work	Technical Qualification	Whether Working in field or in office	Experience of execution of similar Works	Period for which the person is Working with the E-Auctioneer/ Bidder	Remarks
1	2	3	4	5	6	7

**Annexure 17**  
**Deleted**

## Annexure 18

### Deficiency and Incident Wise Damages/ Fines

#### 1. Vehicle – Fine per deficiency per bus

Sr. No.	Deficiencies	Fine in Terms of Per Km per day per bus
1	Modification of the design destination board or paintwork of the exterior or interior of the bus without the authorization of Authority	5
2	Missing bus body panels on the exterior/interior of the bus	5
3	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operations	5
4	Dirty vehicle( i.e. dusty handrails, chairs and floor, litter of any kind on floor, foul odour; dirty windows and glass panels, Spots) inside or outside, at the time of start of first shift in the morning	5
5	Broken/damaged windows, fixed glass, front windshield or rear windshield	5
6	Fire Extinguisher missing or beyond expiry date	5
7	Malfunctioning passenger door	5
8	Broken/Loose/Missing Passenger Seat	5
9	Loose or missing handrails, roof grab rails and/or with Sharp edges	5
10	Visible dents more than 6” beyond 1 week on the bus exterior	5
11	Malfunctioning/Broken Light in the passenger compartment	5
12	Placing any decorative article/religious figure or symbol or political symbol inside or outside the bus without prior approval of the Authority	5
13	Placing any poster/advertisement/stickers or similar items inside or outside the bus which may or may not generate any revenue for the Operator unless authorized by Authority	5
14	Damage to the any vehicle tracking equipment or any Intelligent Transit Management System installed by Authority	20
15	Deterioration of Bus Speed or AC Performance due to inefficiency/ malfunctioning of Battery Pack AND /OR Any other System, sub system, part	10
16	Defective brake	10
17	Damaged Tyre	10
18	ACs not running up to design capacity and /or any stoppages and/or leakages of water.	5

## **Bus Operation – Fine shall be applied per incident**

<b>Sr. No.</b>	<b>Incidents</b>	<b>Fine in Terms of Per Km per day per bus</b>
1	Arriving for a shift more than 10 min late than as given in Operating Plan for a given route for a given bus for Buses as per Assured Fleet Availability	2
2	Delay of more than 20 min beyond the end of shift.	5
3	Driver not responding to more than 3 consecutive directions sent by Authority Control Centre.	5
4	Stopping at Bus Station for longer than authorized by Authority	5
5	Improper Docking of the Buses	5
6	Letting passengers access bus at locations other than Bus Station and Terminals or as designated by Authority	5
7	Not stopping at Station designated as per Operating Plan unless authorized by Authority	5
8	Stopping at Station not designated as per Operating Plan unless authorized by Authority	5
9	Changing bus route without authorization of Authority	2
10	Bus breakdown inside the Bus Lane	5
11	Bus breakdown during operating hours at location other than bus lane	5
12	Abandoning bus during operating hours on the roads (not limited to Bus Stations, Terminals and Bus Lane)	20
13	Operating bus with Defective/Broken Headlights, Rear lights, Brake lights, Turning indicators, Parking lights	5
14	Use of electronic equipment like Radio or Music system unless authorized by Authority	5
15	Use of Cell phone by Driver while driving	5
16	Driver not wearing clean uniform as designed by Authority	5
17	Driver in drunken state	100 (Operator shall change driver immediately)
18	Misbehavior by driver with Authority officials and with passengers	25
19	Cause accident due to irresponsible driving	50
20	Drive above speed limit set by Authority	5
21	Withdrawal of bus for one day (ie., of different days in a month) without permission (Penalty per day)	25
26	Non-performance of schedule trips without valid reasons	5



<b>Sr. No.</b>	<b>Incidents</b>	<b>Fine in Terms of Per Km per day per bus</b>
27	Deliberate non-adherence of the schedule timings including late running	25 (Operator should change the driver before next working day)
28	Driver committing fatal accident	50 (Operator should change the driver before next working day)
29	Deliberate non-reporting to duty on time	5 (Operator should change the driver before next working day)
31	Any other offence	As fixed by the ..... or officer empowered by him/her except overloading
32	Insurance policy not in force	10 ( Liabile for termination of agreement )
33	Any bus provided for operation during the contractual period found deficient	The bus shall be terminated for operation of the Authority
34	Parking buses in undesignated areas without prior permission	2

However, the cap on Penalties, Fines and Liquidated Damages shall be limited to INR. 50,000 per bus per year during the entire contract period. In this regards final decision will be taken by the Transport Manager at the time of present situation.

**Annexure 19**  
**Details Of Contracted Buses And The Indicative Handover Schedule Of Contracted Buses**

**Details of Buses**

Year	No. of E-Buses	Manufacturer and Bus Type	Model Number	Registration	Lot Number	Date of Commencement of Operation
2020-21	55					
2021-22	28					
2022-23	29					
2023-24	30					
2024-25	32					
2025-26	33					

## **Annexure 20**

Indicative Layout of The Parking Space

(To be provide at the time of Signing of the agreement)

## Annexure 21

### Indicative Bus Service Area and Fleet Deployment Plan Kalyan Dombivli Municipal Transport Kalyan, Undertaking

#### EV BUSES ROUTE DEPLOYMENT PLAN

Sr. No.	Route No.	Route Name	Type of Bus	Total Schedule Trip	Total Schedule KMS.	Total Duty	Morning Bus	Evening Bus	Trip KM.	Route Fare	No. of Stop
<b>Thane Pocket (ठाणे पॉकेट)</b>											
1	18	Kalyan -Mulund Tinhatnaka	<b>MIDI</b>	84	1512.0	14	7	7	26.0	<b>30.00</b>	<b>23</b>
2	109	Kalyan - Thane Mulund Railway Stn.(W)	<b>MIDI</b>	96	1952.0	16	8	8	29.5	<b>35.00</b>	<b>34</b>
3	110	Kalyan - Thane Chendni (Via Khargaon)	<b>MIDI</b>	96	2009.6	16	8	8	30.4	<b>35.00</b>	<b>45</b>
4	113	Kalyan - Kapurbawdi Mira Road	<b>STD</b>	80	1812.0	20	10	10	43.3	<b>50.00</b>	<b>63</b>
5	116	Kalyan - Borivali	<b>STD</b>	80	1936.0	20	10	10	46.4	<b>55.00</b>	<b>68</b>
		<b>Total :-</b>		<b>436</b>	<b>9221.6</b>	<b>86</b>	<b>43</b>	<b>43</b>			<b>233</b>
<b>Bhiwandi Pocket (भिवंडी पॉकेट)</b>											
1	34	Kalyan - Dhamankarnaka -Thane	<b>MIDI</b>	96	1985.6	16	8	8	30.0	<b>35.00</b>	<b>34</b>
2	104	Kalyan -Padgha (Via Ranjnoli Nasik Highway)	<b>MIDI</b>	96	1516.8	16	8	8	22.7	<b>30.00</b>	<b>27</b>
3	112	Kalyan - Purna Bhiwandi (Via Mankoli)	<b>MIDI</b>	80	1156.0	10	5	5	18.6	<b>25.00</b>	<b>25</b>
4	114	Kalyan -Padgha (Via Gandhari)	<b>MIDI</b>	96	1351.2	12	6	6	18.1	<b>20.00</b>	<b>25</b>
5	118	Kalyan -Mankoli-Bhiwandi-Chinchoti Juchandra	<b>STD</b>	88	2283.6	22	11	11	49.9	<b>55.00</b>	<b>58</b>
6	119	Kalyan -Mankoli-Bhiwandi-Chinchoti ShirshatPhata	<b>STD</b>	120	3606.0	30	15	15	58.1	<b>65.00</b>	<b>65</b>
7	133	Titwala - Bhiwandi (Via Mohana)	<b>MIDI</b>	112	1576.4	14	7	7	26.0	<b>30.00</b>	<b>14</b>
		<b>Total :-</b>		<b>688</b>	<b>13475.6</b>	<b>120</b>	<b>60</b>	<b>60</b>			<b>248</b>
<b>Vashi/Panvel Pocket (वाशी/पनवेल पॉकेट)</b>											
1	75	Dombivli - Kharghar (Via Shilphata Turbhe naka)	<b>MIDI</b>	64	1280.0	16	8	8	38.0	<b>40.00</b>	<b>35</b>
2	76	Dombivli - Panvel (Via Usatane)	<b>MIDI</b>	80	1600.0	20	10	10	38.0	<b>40.00</b>	<b>20</b>

Sr. No.	Route No.	Route Name	Type of Bus	Total Schedule Trip	Total Schedule KMS.	Total Duty	Morning Bus	Evening Bus	Trip KM.	Route Fare	No. of Stop
3	77	Dombivli - Uran (Via Shilphata Turbhe naka)	STD	112	3186.4	28	14	14	54.9	65.00	50
<b>Total :-</b>				<b>256</b>	<b>6066.4</b>	<b>64</b>	<b>32</b>	<b>32</b>			<b>105</b>
<b>Ulhasnagar/Ambernath Pocket (उल्हासनगर/अंबरनाथ पॉकेट)</b>											
1	31	Kalyan - Mammoli - Hindusevasangh	MIDI	80	1240.0	10	5	5	20.0	25.00	32
2	107	Ulhasnagar - Vashi Sector-6	MIDI	80	1500.0	20	10	10	35.5	40.00	23
3	129	Kalyan - Asele - Manere	MIDI	120	870.0	10	5	5	8.3	10.00	34
4	138	Kalyan -Ambernath (Ulhasnagar Camp No.1,2,3,4,5)	MIDI	140	1848.0	14	7	7	16.0	20.00	30
5	139	Kalyan -Ambernath (Via Netivali)	MIDI	120	1392.0	12	6	6	14.0	20.00	33
<b>Total :-</b>				<b>540</b>	<b>6850.0</b>	<b>66</b>	<b>33</b>	<b>33</b>			<b>152</b>
<b>Badlapur Pocket (बदलापूर पॉकेट)</b>											
1	12	Badlapur - Vashi	MIDI	88	2279.2	22	11	11	49.8	55.00	62
2	111	Kalyan - Badlapurgaon	MIDI	112	1568.0	14	7	7	18.0	20.00	10
<b>Total :-</b>				<b>200</b>	<b>3847.2</b>	<b>36</b>	<b>18</b>	<b>18</b>			<b>72</b>
<b>Grand Total :-</b>				<b>2120</b>	<b>39460.8</b>	<b>372</b>	<b>186</b>	<b>186</b>			<b>810</b>

Sr. No.	Route No.	Route Name	Type of Bus	Total Schedule Trip	Total Schedule KMS.	Total Duty	Morning Bus	Evening Bus	Trip KM.	Route Fare	No. of Stop	Frequency
1	18	Kalyan -Mulund Tinhatnaka	MIDI	84	1512.0	14	7	7	26.0	30.00	23	23 Minutes
2	109	Kalyan - Thane Mulund Railway Stn.(W)	MIDI	96	1952.0	16	8	8	29.5	35.00	34	23 Minutes
3	110	Kalyan - Thane Chendni (Via Khargaon)	MIDI	96	2009.6	16	8	8	30.4	35.00	45	23 Minutes
4	113	Kalyan - Kapurbawdi Mira Road	STD	80	1812.0	20	10	10	43.3	50.00	63	27 Minutes
5	116	Kalyan - Borivali	STD	80	1936.0	20	10	10	46.4	55.00	68	28 Minutes
6	34	Kalyan - Dhamankarnaka -Thane	MIDI	96	1985.6	16	8	8	30.0	35.00	34	23 Minutes
7	104	Kalyan -Padgha (Via Ranjnoli Nasik Highway)	MIDI	96	1516.8	16	8	8	22.7	30.00	27	20 Minutes
8	112	Kalyan - Purna Bhiwandi (Via Mankoli)	MIDI	80	1156.0	10	5	5	18.6	25.00	25	24 Minutes
9	114	Kalyan -Padgha (Via Gandhari)	MIDI	96	1351.2	12	6	6	18.1	20.00	25	20 Minutes

Sr. No.	Route No.	Route Name	Type of Bus	Total Schedule Trip	Total Schedule KMS.	Total Duty	Morning Bus	Evening Bus	Trip KM.	Route Fare	No. of Stop	Frequency
10	118	Kalyan -Mankoli- Bhiwandi-Chinchoti Juchandra	<b>STD</b>	88	2283.6	22	11	11	49.9	<b>55.00</b>	<b>58</b>	28 Minutes
11	119	Kalyan -Mankoli- Bhiwandi-Chinchoti ShirshatPhata	<b>STD</b>	120	3606.0	30	15	15	58.1	<b>65.00</b>	<b>65</b>	24 Minutes
12	133	Titwala - Bhiwandi (Via Mohana)	<b>MIDI</b>	112	1576.4	14	7	7	26.0	<b>30.00</b>	<b>14</b>	23 Minutes
13	75	Dombivli - Kharghar (Via Shilphata Turbhe naka)	<b>MIDI</b>	64	1280.0	16	8	8	38.0	<b>40.00</b>	<b>35</b>	30 Minutes
14	76	Dombivli - Panvel (Via Usatane)	<b>MIDI</b>	80	1600.0	20	10	10	38.0	<b>40.00</b>	<b>20</b>	24 Minutes
15	77	Dombivli - Uran (Via Shilphata Turbhe naka)	<b>STD</b>	112	3186.4	28	14	14	54.9	<b>65.00</b>	<b>50</b>	24 Minutes
16	31	Kalyan - Marnoli - Hindusevasangh	<b>MIDI</b>	80	1240.0	10	5	5	20.0	<b>25.00</b>	<b>32</b>	26 Minutes
17	107	Ulhasnagar - Vashi Sector-6	<b>MIDI</b>	80	1500.0	20	10	10	35.5	<b>40.00</b>	<b>23</b>	22 Minutes
18	129	Kalyan - Asele - Manere	<b>MIDI</b>	120	870.0	10	5	5	8.3	<b>10.00</b>	<b>34</b>	12 Minutes
19	138	Kalyan -Ambernath (Ulhasnagar Camp No.1,2,3,4,5)	<b>MIDI</b>	140	1848.0	14	7	7	16.0	<b>20.00</b>	<b>30</b>	15 Minutes
20	139	Kalyan -Ambernath (Via Netivali)	<b>MIDI</b>	120	1392.0	12	6	6	14.0	<b>20.00</b>	<b>33</b>	16 Minutes
21	12	Badlapur - Vashi	<b>MIDI</b>	88	2279.2	22	11	11	49.8	<b>55.00</b>	<b>62</b>	28 Minutes
22	111	Kalyan - Badlapurgaon	<b>MIDI</b>	112	1568.0	14	7	7	18.0	<b>20.00</b>	<b>10</b>	17 Minutes
				<b>2120</b>	<b>39460.8</b>	<b>372</b>	<b>186</b>	<b>186</b>			<b>810</b>	

**Note :-**

- 2) The Actual fleet deployment Plan shall be provided at the time of Execution of Contract.
- 3) The Authority reserve the rights at its own sole discretion to make change to the operation plan from time to time and shall notify to same the operator/Contractor.

## Annexure 22

### INDICATIVE LIST OF EQUIPMENT TO BE PROVIDED BY THE OPERATOR

The below is only an Indicative requirement. However, the Authority reserves the right to review the equipment details and quantities at the time of entering into agreement

Sl no	Equipment Description	Qty required per Depot
1	Air Compressors	5
2	Bus Washers	5
3	Brake and clutch liner riveting Machine	3
4	Pedestal Drilling machine	5
5	Hydraulic press	1
6	Brake units testing machine	2
7	Electric Welding Machine	3
8	Spray painting machine	2
9	Tyre pressure gauges	15
10	Hub pullers	5
11	Decanting Pump	2
12	Torque wrenches	10
13	Hydraulic Jacks	20
14	Pit trolleys	5
15	Bench vices	10
16	Working tables	10
17	Greasing machine	5
18	Gas Welding machine set	2
19	Battery Chargers for Charging Battery used for Vehicle Accessories	5
20	Metal Jack	4
21	Electric clamp meter	5
22	Meager and Cable testing Equipment	5
23	Generator depending on Transformer rating	2
22	Bench Grinder	4
23	Portable drilling machine	5
24	Wheel alignment gauge	5
25	Hot plates for tube repairing	5
26	Chassis stands	10
27	Tool Box set	20

## Annexure 23

### List of Authority Clearances and Operator Clearances

<b>Sr. No.</b>	<b>Permission/ Clearance</b>	<b>Party responsible</b>
1	Vehicle Registration	Operator
2	Insurance for Electric Buses, Electrical & Civil Infrastructure and other Authority owned assets like Depot	Operator
6	Pollution Under Control Certification	Operator
7	Road worthiness Certificate / Fitness Certificate for Electric Buses	Operator
3	Stage Carriage Permit	Authority
4	No Objection Certificate from State Transport Department or RTA or from State Transport Undertaking as applicable	Authority
5	Fare collection/Fare Notification	Authority
6	Pollution Under Control Certification	Operator
7	Road worthiness Certificate / Fitness Certificate for Electric Buses	Operator
8	Passenger Tax / CNS/Conductor	Authority



## **Annexure 24**

### **Parking Space License Agreement**

Kalyan Dombivli Municipal Transport Undertaking (KDMTU) having its registered office in Kalyan (hereinafter referred to as “The Authority” which expression shall include its successors and permitted assigns);

AND

\_\_\_\_\_ having its office at  
[\_\_\_\_\_] (hereinafter referred to as “the Operator”, which expression shall include its successors and permitted assigns);

ANDWHERE AS

1. The Parties have entered into a Bus Operator’s Agreement dated [\_\_/\_\_/20\_\_] whereby the Authority has appointed the Operator for implementation of the Project as defined in Operator Agreement.
2. Pursuant to the Bus Operator’s Agreement, the Authority is providing to the Operator the right to use and the right of way to the bus parking space for Parking and Charging of Electric Buses (“Parking Space”) (the details of which are provided in the Schedule 1 to this Parking Space License Agreement) for the limited purpose of implementation of the Project.
3. The Parties are hereby entering into this Parking Space License Agreement to specify the terms and conditions of the use of the Parking Space by the Operator.
4. The actual memorandum of handover of Parking Space to the Operator along with relevant Parking Space details is placed as Annexure to this Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

All capitalized words used but not defined herein shall have the meaning specified in the Bus Operator’s Agreement.

The Authority hereby provides on a license basis the Parking Space (the details of which are provided in Schedule 1 to this Agreement) and the Operator hires the Parking Space on the terms and conditions of this License, it being recorded that the Authority warrants that the Parking Space will, save for reasons beyond its reasonable control, be fit for the purpose for which it is to be used by the Operator, namely to provide a reasonable space for the Contracted Buses while not in use and to facilitate the charging , cleaning, repair and maintenance of the Contracted Electric Buses.

Provided, however, the Operator shall have no right, title, interest or any ownership rights over the Bus Parking Space or any part thereof.

This Parking Space License Agreement shall come into operation on the date of execution hereof and shall terminate on the termination or cancellation of this Parking Space License or the Bus Operator’s Agreement for whatever reason, whichever is the earlier (“License Period”).

Authority will make bulk power availability at Depot including security deposits for

electricity connections, transformers and all necessary electrical infrastructure. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his solution.

1. The authority shall bear the electricity costs related to charging of the buses only
2. The Operator shall be liable to pay bills for utilities such as electricity (for lighting, use of equipment's for repair and Maintenance etc), water etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator.

### **3. Insurance**

- a. The Operator shall not keep or do in or about the Parking Space anything which is liable to increase any of the risks against which the Parking Space infrastructure (or any part thereof) is insured for the time being to the extent that such insurance is rendered void or voidable or the premiums of such insurance are, or become liable to be increased.
- b. Without prejudice to any other right of action or remedy that the Authority may have arising out of a breach of the foregoing provision, the Authority may recover from the Operator on demand the full amount of any increase in insurance premiums in respect of the Depot attributable to such breach.
- c. For the purposes of the above provisions, the Operator shall be entitled to assume that the Depot is at all material times insured against such risks, on such terms, for such amounts, and at such premiums as are for the time being usual in respect of similar buildings in similar locations.
- d. The Operator shall, in accordance with its obligations pursuant to the Bus Operator's Agreement, obtain and maintain contract works insurance and public liability insurance in relation to the Depot.

### **4. Cession and Subletting**

The Operator shall not be entitled to:

- a. cede all or any of its rights or delegate any of its obligations under this Parking Space License Agreement;
- b. sublet the Parking Space in whole or part; or
- c. give up possession and/or control of the Parking Space to any third party, without the Authority's prior written consent.

### **5. Operator's Obligations**

The Operator shall:

- a. keep the Depot clean, tidy and commercially usable at all times;
- b. be responsible for the handling of all waste and effluent in accordance with the Applicable Law;
- c. not use the Parking Space or allow it to be used, in whole or part, for any purpose other than that of implementing the Project;
- d. not bring into the Parking Space any article which, by reason of its weight or other characteristics, is liable to cause damage to the Depot;

- e. not leave refuse or allow it to accumulate in or about the Parking Space except in the refuse bins provided;
- f. refrain from interfering with the electrical or plumbing serving the Parking Space if so available, except as may be strictly necessary to enable the Operator to carry out its obligations of maintenance and repair in terms of this Agreement;
- g. not permit any person to permanently dwell in the Parking Space
- h. provide at the Operator's own expense all electric, fluorescent and incandescent light bulbs required in the Parking Space from time to time;
- i. Provide Bus Charging Infrastructure.
- j. co-operate with any other Operator or third party using the Parking Space or a part thereof as notified by the Authority from time to time; and
- k. allow for use of the Parking Space by one or more other bus Operators at the written request of the Authority, provided that such use shall not materially adversely affect the Operator's ability to implement the Project under the Bus Operator's Agreement.

## **6. Maintenance and Repairs**

The Operator shall at its own expense and without recourse to the Authority:

- a. Throughout the License Period maintain in good order and condition the interior and exterior of the Parking Space and all parts thereof, including (without limitation of the generality of this obligation) all, appurtenances, fixtures and fittings contained in the Parking Space.
- b. promptly and properly repair or make good all damage occurring in the interior and exterior of the Parking Space from time to time during the License Period, whatever the cause of such damage, and including damage to any part of the interior of the Parking Space or to any window, door, appurtenance, fixture or fitting, and replace all such items (as well as any keys) which have been broken, lost or destroyed (again regardless of cause); and
- c. on the termination or cancellation of this Parking Space License Agreement, forthwith return the Depot and all such parts thereof (including all keys) to the Authority in good order, condition and repair, normal wear and tear excepted.
- d. The Parking Space shall be deemed, at the commencement of this Parking Space License Agreement, to be in good order and condition except to the extent that the Operator notifies the Authority in writing within [15 (fifteen)] Business Days after having taken possession of the Parking Space of the need for any repairs to in the Parking Space or of the fact that any part of the Parking Space including any appurtenance, fixture or fitting, is damaged, missing, or out of order.
- e. Upon receiving a notification contemplated in sub-clause (d) above the Authority shall promptly cause the necessary repair or replacement to be effected to the Parking Space at the Authority's own expense.
- f. The Operator shall be responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the Parking Space and all parts thereof.
- g. In the event the Operator fail to carry out any of its obligations under this Agreement with regard to any maintenance, repair or replacement, the Authority shall be entitled,

without prejudice to any of the Authority's other rights or remedies, to effect the required item of maintenance, repair or replacement and to recover from the Operator on demand, all reasonable amounts incurred by the Authority in respect thereof.

7. Alterations, additions and improvements

- a. The Operator shall not make any alterations or additions to the Parking Space without the Authority's prior written consent.
- b. If the Operator does alter or add to the Parking Space in any way, whether in breach of sub-clause (a) or not, the Operator shall, if so required in writing by the Authority, restore the Depot on the termination or cancellation of this Agreement to the same condition as it was prior to such alteration or addition having been made, normal wear and tear excepted. Unless this Agreement is terminated or cancelled by the Authority as a result of a breach hereof by the Authority, the Authority's requirements aforementioned shall be communicated to the Operator not less than [10 (ten)] Business Days prior to the termination or cancellation. For the sake of clarity, the Parties agree that this sub-clause (b) shall not be construed as excluding any other or further remedy which the Authority may have in consequence of a breach by the Operator of sub-clause (a).
- c. Save for any alteration or addition which is removed from the Depot as required by the Authority in terms of sub-section (b), all alterations or additions made to the Parking Space shall, on termination or cancellation of this Parking Space License Agreement, become the property of the Authority and may not be removed from the Parking Space at any time. Subject to any prior written agreement to the contrary between the Parties, the Operator shall not, whatever the circumstances, have any claim against the Authority for compensation for any alterations or additions to the Depot.

**8. Exclusion of Liability**

- a. The Operator shall have no claim against the Authority for any loss or damage suffered by the Operator by reason directly or indirectly of:
  - i. any negligent act or omission of the Authority or any agent or servant of, or Operator to, the Authority, including (without limiting the generality of the foregoing) any negligent act or omission of any cleaner, maintenance person, handyman, artisan, laborer, workman, watchman, guard or commissionaire, excluding gross negligence and/or willful default;
  - ii. any failure or suspension of, or any interruption in, the supply of water, electricity, heating, or any other amenity or charging infrastructure or service to the Parking Space (including, without limiting the generality of the foregoing, any cleaning service), whatever the cause;
  - iii. any breakdown of, or interruption or delay in the operation of, any machinery, plant, equipment, installation, or system situated in or on, or serving, the Parking Space, and including (but without limiting the generality of the foregoing) any geyser, boiler, burglar alarm or security installation or system, again regardless of cause;
  - iv. any interruption of, or interference with, the enjoyment or beneficial occupation of the Parking Space or any parts of the common Parking Space caused by any building operations or other works to or in the Parking Space, whether by the Authority or by anybody else; or

- v. any other event or circumstance beyond the Authority's reasonable control occurring, or failing to occur, upon, in, or about the Parking Space, whether or not the Authority could otherwise have been held liable for such occurrence or failure, and the Operator indemnifies the Authority and holds it harmless against any and all liability to any employee or agent of the Operator, its guests and other invitees, and all other persons who may occupy or be entitled to occupy the Depot or any parts thereof through or under the Operator.
- b. The Authority shall not, however, be excused from specific performance of any of the Authority's obligations under this Agreement, whether express or implied, and particularly (but not only) the Authority's obligations to afford the Operator occupation and enjoyment of the Depot as contemplated by this Agreement.

9. Authority's Right of Entry and Carrying Out of Works

The Authority may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the Operator or any other occupier of the Parking Space:

- a. enter the Parking Space in order to inspect it, to carry out any necessary repairs, replacements or other works, or to perform any other lawful function in the bona fide interests of the Authority; or
- b. carry out elsewhere on the Parking Space (or any part thereof) any necessary repairs, replacements or other works, provided that the Authority shall ensure that this right is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the Depot by the Operator.

10. Damage to or destruction of Parking Space

- a. If the Parking Space is destroyed or so damaged that it can no longer be beneficially occupied, this Parking Space License Agreement shall, unless the
- b. Parties agree otherwise in writing, terminate when that happens in respect of that Parking Space.
- c. If the Parking Space is damaged but can still be beneficially occupied, this Parking Space License Agreement shall remain in force and the Authority shall repair the damage without undue delay.

**11. Special Remedy for Breach**

- a. Should the Operator be in breach of any of the terms or conditions of this Parking Space License Agreement or the Bus Operator's Agreement, in any way whatsoever, and fail to remedy such breach within [7 (seven)] Business Days after receiving a written demand that it be remedied, or such longer period as may reasonably require in the circumstances and agreed upon in writing by the Parties, the Authority shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Authority under the circumstances, to terminate this Depot License Agreement with immediate effect, be repossessed of the Parking Space , and recover from the Operator such damages sustained as a result of the breach and the termination of this Parking Space License Agreement.
- b. Nothing in sub-clause (a) above shall be construed as excluding the ordinary lawful consequences of a breach of this Parking Space License Agreement by either party

(save any such consequences as are expressly excluded by any of the other provisions of this Parking Space License Agreement) and in particular any right of termination of this Parking Space License Agreement on the ground of a material breach of this Depot License Agreement.

- c. In the event of the Authority having terminated this Parking Space License Agreement or this Agreement justifiably but the Operator remaining in occupation of the Parking Space with or without disputing the termination, the Operator shall be obliged to pay, all amounts which would have been due and payable by the Operator but for the termination, for so long as the Operator continues to occupy the Parking Space or any part thereof.

**12. Right to Negotiate Renewal**

If the Bus Operator’s Agreement is renewed and/or extended beyond its Term, the Parties agree to negotiate in good faith for renewal of this Depot License Agreement on such terms and conditions as may be agreed between the Parties in writing prior to the expiration of this Agreement.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement by their duly authorized representative on the date first above written:

SIGNED ON BEHALF OF THE AUTHORITY

\_\_\_\_\_(Signature)  
\_\_\_\_\_(Name)  
\_\_\_\_\_(Designation)

SIGNED ON BEHALF OF OPERATOR by the hand of its authorized representative

\_\_\_\_\_(Signature)  
\_\_\_\_\_(Name)  
\_\_\_\_\_(Designation)

SIGNED ON BEHALF OF SELECTED BIDDER by the hand of its authorized representative

\_\_\_\_\_(Signature)  
\_\_\_\_\_(Name)  
\_\_\_\_\_(Designation)



## **KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING**

Head Office : Shankarrao Chowk, Kalyan (West) Maharashtra 421301.

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF BUS OPERATOR FOR PROCUREMENT, OPERATION AND MAINTENANCE ON PER KM BASIS OF 207 NOS of AC/NON-AC FULLY BUILT MINI, MIDI & STANDARD PURE ELECTRIC BUSES AND ALLIED ELECTRICAL & CIVIL INFRASTRUCTURE ON WET LEASE MODEL FOR KDMTU.**

**Volume 2: Bus Operator Agreement**

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## BUS OPERATOR AGREEMENT

KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING (hereby referred as “KDMTU/Authority”) is incorporated under the provisions of URBAN LOCAL BODY, (Maharashtra Municipal Corporation Act 1949) having its registered office at Head Office - Shankarrao Chowk, Kalyan (West) 421301. (hereinafter referred to as the “Authority”, which expression shall include its successors and permitted assigns);

AND

[\_\_\_\_\_], a company incorporated under the/ Companies Act / Registered Partnership firm/ Registered Proprietary firm having its registered office at [\_\_\_\_\_] (hereinafter referred to as the “Operator”, which expression shall include its successors and permitted assigns);

The Authority and the Operator are hereinafter individually referred to as “Party” and collectively as “Parties”  
WHEREAS

- A KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING intend to use the Electric buses for augmenting clean and green shared mobility in the Kalyan Dombivli Reason by deploying them on a Wet Lease Model basis through appointment of an Operator. Towards this endeavour, the Authority sought a Private Operator for Procurement, Operation and Maintenance of 70 Non AC MIDI 9 Mtrs, 60 AC MIDI 9Mtrs, 32 Non AC STANDARD 12Mtrs., 20 AC STANDARD 12 Mtrs.& 25 MINI AC 7 Mtrs. Electric Buses and Allied Electrical & Civil Infrastructure for Urban Bus Operations in Kalyan Dombivli City & MM Reason on WET LEASE MODEL for a period of 12 years with responsibilities better defined in the accompanying clauses in this Agreement and Instruction to Bidders in the RFP document, through an open competitive bidding process in \_\_\_\_\_2022.
- B After evaluation of the proposals received, Authority accepted the proposal of M/s\_\_\_\_\_ as the successful Proposal and issued its Letter of Acceptance \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the "LOA") for Procurement, Operation and Maintenance of 70 Non AC MIDI 9 Mtrs, 60 AC MIDI 9Mtrs, 32 Non AC STANDARD 12Mtrs., 20 AC STANDARD 12 Mtrs.& 25 MINI AC 7 Mtrs. Electric Buses and Allied Electrical & Civil Infrastructure for Urban Bus Operations in Kalyan Dombivli City & MM Reason on WET LEASE MODEL for a period of 12 years, requiring, inter alia, the execution of this Agreement.
- C By its letter dated \_\_\_\_\_the \_\_\_\_\_ (Operator) has accordingly agreed to enter into this Agreement with Authority for execution of his rights and responsibilities, subject to and on the terms and conditions set forth hereinafter.
- D The Authority and the Operator are hereby entering into this Operator Agreement to implement the Project of Procurement, Operation and Maintenance of 70 Non AC MIDI 9 Mtrs, 60 AC MIDI 9Mtrs, 32 Non AC STANDARD 12Mtrs., 20 AC STANDARD 12 Mtrs.& 25 MINI AC 7 Mtrs. Electric Buses and Allied Electrical & Civil Infrastructure for Urban Bus Operations in Kalyan Dombivli City & MM Reason on WET LEASE MODEL for a period of 12years.

NOW, THEREFORE, the Parties hereto hereby agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

1.1. In the Agreement, unless the context otherwise requires, the following terms and expressions, whenever used, shall have the following meanings hereinafter respectively ascribed to them:

1.1.1. “Aggregate Fines” shall have the meaning as ascribed thereto in Clause 31.3 of the Agreement.

- 1.1.2. "Agreement" means this agreement executed between the Authority and the Operator together with its annexure and any further correspondence, notices and conditions, in the RFP or otherwise, that the Parties signatory to this Agreement have expressly agreed to include as part of this Agreement.
- 1.1.3. "Assured Bus Km" shall have the meaning as ascribed thereto in Clause 25.4 of the Agreement.
- 1.1.4. "Assured Payment Amount" shall have the meaning as ascribed thereto in Clause 25.4 of the Agreement.
- 1.1.5. "Applicable Clearances" means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project, during the subsistence of this Agreement.
- 1.1.6. "Applicable Law" means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement, and applicable to the Project.
- 1.1.7. "Assured Fleet Availability" shall have the meaning as ascribed thereto in Clause 4.2 (j) of the Agreement.
- 1.1.8. "Available Fleet" means the Buses made available by the Operator to Authority for operations to meet the Assured Fleet Availability.
- 1.1.9. "Authority" means KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING or its authorized representatives.
- 1.1.10. "Authority Clearances" means the clearances, which are required to be procured by the Authority in accordance with Applicable Law, and which have been provided in detail in ANNEXURE to this Agreement.
- 1.1.11. "Authority's Event of Default" shall have the meaning as ascribed thereto in the Clause 35 of the Agreement.
- 1.1.12. Deleted.
- 1.1.13. "Bus Delivery Schedule" shall have the meaning as ascribed thereto in the Clause 10.1 of the Agreement.
- 1.1.14. "Bus Kilometre" means a kilometre travelled by a Contracted Bus as per this Agreement or as directed by the Authority.
- 1.1.15. "Base Kilometre Charge" or "Kilometre Charge" means the rate of the Kilometre Charge payable by the Authority to the Operator for travel by a Bus up to the Daily Assured Bus Kilometres.
- 1.1.16. "Bus Permit" means the permit for operating the Contracted Buses as required under the Motor Vehicles Act, 1988 or any other Applicable Law from time to time.
- 1.1.17. "Bus Services" means the bus services in the Bus Service Area being implemented by the Authority in one or more phases in accordance with the terms of this Agreement.

- 1.1.18. "Bus Specification/Technical Specifications" shall mean the specifications of the Contracted Buses including but not limited to design, power, GPRS, GPS and PIS and other IT equipment and other details stipulated by the Authority.
- 1.1.19. "Bus Stop" means designated points as determined by the Authority, from time to time and notified to the Operator in writing, and such Bus Stops are where the Buses may stop for a short duration for passengers to embark onto the Bus or disembark from the Bus.
- 1.1.20. "Central Control Centre" means computerised central monitoring unit setup, audited and supervised by the Authority for supervision, monitoring and control of the Bus Service.
- 1.1.21. "Commercial Operations Date"/"COD"- "Commercial Operations Date/COD". The COD shall be the date of deployment of each contracted bus.
- 1.1.22. "Contracted Bus(es)" means one or more of the passenger bus units of the Operator for use by the Authority from time to time for the purposes of operation and maintenance in the Bus Service Area in accordance with the terms of this Agreement, and which shall include but not be limited to including GPRS, GPS and PIS and other IT equipment, and the details of such Buses such as the type, category registration number is provided in detail in ANNEXURE 2 to this Agreement at later stage.
- 1.1.23.(a) 'Consortium' shall mean the group of legally constituted maximum three entities, who have come together and have agreed to or have formed an understanding (in writing) for Procurement, Operation and Maintenance of 70 Non AC MIDI 9 Mtrs, 60 AC MIDI 9Mtrs, 32 Non AC STANDARD 12Mtrs., 20 AC STANDARD 12 Mtrs.& 25 MINI AC 7 Mtrs. Electric Buses and Allied Electrical & Civil Infrastructure for Urban Bus Operations in Kalyan Dombivli City & MM Reason on WET LEASE MODEL for a period of 12years subject to the terms of this Agreement.
- 1.1.23(b) "Contract Period/Agreement Period" shall mean the term as defined in Clause 3.1
- 1.1.23 (c) "Contingency shall mean situations arising out of scope not under the control of the Authority and not scheduled by the Authority such as agitations, processions, fire, flood etc. and which are unpredictable in nature "
- 1.1.24. "Dispute" shall have the meaning ascribed to it in Clause 40 of this Agreement.
- 1.1.25. "Encumbrances" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments.
- 1.1.26. "Execution Date" shall mean and refer to the date of signing of this Agreement.
- 1.1.27. "Fines" shall have the meaning as ascribed thereto in the Agreement.
- 1.1.28. "Fleet" shall refer to the total number of Contracted Buses having achieved COD pursuant to this Agreement.
- 1.1.29. "Operation Plan" means the detailed plan as developed and finalized by the Authority from time to time in accordance with Clause 21.
- 1.1.30. "Global Positioning System (GPS)" means the equipment installed on the bus to monitor its movement on the specified route during the Contract Period.
- 1.1.31. "Government" means the "Government of Maharashtra" (GOM) or "Government of India (GOI)" as is relevant in the context;

- 1.1.32. "Good Industry Practice" shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.
- 1.1.33. "Invoice Amount" shall have the meaning specified in Clause 25.4(a) of this Agreement.
- 1.1.34. "LED Display" shall mean the light emitting diode display installed on the bus which would show the name and number of the designated Route of the respective Contracted Buses and which shall be used for the public information system.
- 1.1.35. "Letter of Award" means the letter of award dated \_\_\_/\_\_\_/20\_\_\_ issued by the Authority to the Selected Bidder for Procurement, Operation and Maintenance of 70 Non AC MIDI 9 Mtrs, 60 AC MIDI 9Mtrs, 32 Non AC STANDARD 12Mtrs., 20 AC STANDARD 12 Mtrs.& 25 MINI AC 7 Mtrs. Electric Buses and Allied Electrical & Civil Infrastructure for Urban Bus Operations in Kalyan Dombivli City & MM Reason on WET LEASE MODEL for a period of 12years.
- 1.1.36. "Lot of Contracted Buses" or "Lot" means New Lot of Contracted Buses and details of which have been provided in the Annexure to this Agreement.
- 1.1.37. "Manufacturer/ Electric Bus Manufacturer" means the bus manufacturer and supplier of the Contracted Buses. Bus Manufacturer shall be part of Operator either as a single party or part of Consortium representing Operator, in the capacity of a lead bidder.
- 1.1.38. "Material Breach" means a breach of the terms and conditions of this Agreement, which has a material adverse effect on any act or event, or on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement, which include but are not limited to an act or event which causes a material financial burden or loss to either Party.
- 1.1.39. "Operation and Maintenance Standards" means the operation and maintenance requirements which are required to be undertaken by the Operator throughout the Contract Period and have been provided at different places in the agreement.
- 1.1.40. "Operations Manager" shall have the meaning ascribed to it in Clause 28.1.9.
- 1.1.41. "Operating Plan" or "Operation Plan" means the detailed Route plan and trip schedule for the Bus Service, which is developed and finalised by the Authority.
- 1.1.42. "Operator" shall have the meaning as ascribed thereto in the array of Parties in the Recitals above.
- 1.1.43. "Operator Clearances" means the clearances which are required to be procured by the Operator in accordance with Applicable Law and which have been provided in detail in Annexure to this Agreement.
- 1.1.44. "Operator's Event of Default" shall have the meaning as ascribed thereto in Clause 34.1 of the Agreement.
- 1.1.45. "Operator's Payment" means payment given to the Operator for providing operating and maintenance services in accordance with Clause 25 of this Agreement.
- 1.1.46. "Passenger Fare" shall have the meaning ascribed to it in Clause 23.1 of this Agreement.
- 1.1.47. "Parking Spaces" shall mean the spaces provided by the Authority for parking, charging and maintenance of Contracted Buses.

- 1.1.48. "Payment Period" shall have the meaning as ascribed thereto in Clause 25 of this Agreement.
- 1.1.49. "Performance Security" shall have the meaning as ascribed thereto in Clause 6.1 of this Agreement.
- 1.1.50. "Project" means the Procurement, Operation and Maintenance of 70 Non AC MIDI 9 Mtrs, 60 AC MIDI 9Mtrs, 32 Non AC STANDARD 12Mtrs., 20 AC STANDARD 12 Mtrs.& 25 MINI AC 7 Mtrs. Electric Buses and Allied Electrical & Civil Infrastructure for Urban Bus Operations in Kalyan Dombivli City & MM Reason on WET LEASE MODEL for a period of 12years being provided by the Operator for Authority in accordance with the terms of this Agreement.
- 1.1.51. "KDMTU" means KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING.
- 1.1.52. Deleted.
- 1.1.53. "RTO" means the Regional Transport Office of Kalyan
- 1.1.54. "Remedial Period" shall have the meaning specified in Clause 36.1 and 36.2 of this Agreement.
- 1.1.55. "Routes" means the routes within the Kalyan Dombivli Reason determined exclusively and notified by the Authority from time to time, and the Contracted Buses under this Agreement shall operate only on such Routes.
- 1.1.56. "Selected Bidder" means the Bidder to whom the Authority issues the Letter of Award for undertaking the Project.
- 1.1.57. "Third Party" means any Organisation / person other than the Authority and the Operator
- 1.1.58. "Training Period" shall have the meaning as ascribed thereto in Clause 18.4 of this Agreement.
- 1.1.59. "Validity Period" means the period for which the Performance Security has to be maintained in accordance with Clause 6 of this Agreement.
- 1.1.60. "Vandalism" shall have meaning specified in Clause 30 of this Agreement.
- 1.1.61. "Vehicle Tracking System" is the satellite and or other communication system or any other procedure or device which allows locate/track the position of the vehicles at all/any times.

## 1.2. Interpretation

1.2.1. In this Agreement, unless the context otherwise requires:

- a) words denoting the singular shall include the plural and vice versa;
- b) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- c) heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- d) reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- e) references to the word "include" or "including" shall be construed without limitation;
- f) references to this Agreement or to any other agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or innovated; and

- g) the Annexure to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- h) terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

1.2.2. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- a) This Agreement along with all Annexure hereto.
- b) Request for Proposal (RFP) in its entirety including all its Volumes, Sections, Annexure, Corrigendum and Addendums thereto.
- c) Letter of Acceptance (LOA) no. \_\_\_\_\_ issued to the Operator on \_\_\_/\_\_\_/2021
- d) Any relevant correspondence between the two Parties that the signatories have agreed to include as a part of the Agreement for validating and clarifying any points in the contract or by way of revised or improved understanding of any terms of the Agreement as appended herein.

## 2. APPOINTMENT OF THE OPERATOR, SUBSIDY AND CONSORTIUM CONDITIONS

### 2.1. Appointment of the Operator

Subject to and in accordance with the provisions of this Agreement, the Authority hereby appoints, on a non-exclusive and non-transferable basis, the Operator, and the Operator hereby accepts its appointment to Procure/Supply, Operation and Maintenance of 70 Non AC MIDI 9 Mtrs, 60 AC MIDI 9Mtrs, 32 Non AC STANDARD 12Mtrs., 20 AC STANDARD 12 Mtrs.& 25 MINI AC 7 Mtrs. Electric Buses and and Allied Electrical & Civil Infrastructure for Urban Bus Operations in Kalyan Dombivli City & MM Reason on WET LEASE MODEL for a period of 12 years. The Electric Buses shall be as per Technical Specification given in Volume3. The Operator shall maintain Daily Assured Fleet Availability, within the Bus Service Area in accordance with the terms of this Agreement and subject to the Applicable Laws and Applicable Clearances.

### 2.2. Undertaking

In consideration of the rights, privileges and benefits conferred upon the Operator, and other good and valuable consideration expressed herein, the Operator hereby accepts this Agreement and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof, and bear and pay all costs, expenses and charges in connection with, or incidental to the performance of its obligations in accordance with the terms contained herein.

### 2.3. Subsidy (if Applicable)

The subsidy to the tune of INR 50 lakhs per bus, shall be provided as detailed under Section 2 Key Terms clause (a) in Volume 1 of the RFP to the Operator subject to submission of relevant Bank Guarantee as per the enclosed format in Annexures of Volume 1 of the RFP. These Bank Guarantee/s will be valid for **five years on reduction at 20% per annum basis from the date of**

**issuance of Bank Guarantee** The Authority will have the right to revoke these Bank Guarantee(s), in the event of termination of Contract.

## 2.4. Consortium Conditions

- 2.4.1. The Consortium shall perform all obligations and responsibilities of the Operator specified in this Agreement during the Contract period and additionally adhere to the conditions specified hereunder.
- a) Each member of the Consortium shall be jointly and severally liable for due Implementation of the Project as per the scope and discharge of all obligations resulting from the Agreement.
  - b) Operator shall submit a Consortium Agreement (the contract between the consortium members) comprising the terms specified hereunder, along with the submission of RFP Document OR within 20 days from LOA to Authority for its review which shall become part of this Agreement.
    - (i) A Bidding Consortium is required to nominate a Lead Member as per provision of Volume 1 of RFP. The Lead Member shall be authorized to sign the Contract on behalf of the Consortium and do all deeds and acts on behalf of the Consortium. The nomination should be supported by a Power of Attorney in favour of the Lead Member as per the provision of Volume 1 of RFP.
    - (ii) Include a statement to the effect that all members of the Consortium shall be jointly and severally liable for all obligations of the Operator pursuant to this Agreement during the Contract Period.
    - (iii) The Tenure of the Consortium Agreement shall be coinciding with the Contract Period subject to clause 2.4.2. The Consortium shall continue to be in existence during the period of the contract and that any change will be subject to approval of the Authority and subject to clause 2.5.2.
    - (iv) Clearly outline the proposed roles and responsibilities, if any, of each member. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
    - (v) The Consortium Agreement shall be made available to Authority for legal vetting and open to its suggestions by the Authority. The Authority shall have rights to suggest binding corrections if it finds that such contract does not meet its requirements and interests as per the RFP in letter and spirit.
    - (vi) The Agreement should be on stamp paper of appropriate value, notarized and registered. The signatories must be duly authorized. The Authority shall have the right to suggest role reallocation if it finds that the role and responsibilities allocated to each partner are not commensurate with qualifications and capability of that partner.
    - (vii) Any modification in roles and responsibilities between consortium members during Contract Period shall be allowed only after approval from the Authority. Any changes and deviation of roles and responsibilities of consortium members during the execution, operation and maintenance of this Project without prior approval of Authority shall be viewed seriously by the Authority as it can affect an important public service. Such unilateral action by the Operator shall entitle Authority to take appropriate action including considering it an Event of Default under this Contract leading to consequences including termination with appropriate notice.



- (viii) In the event of non-performance by any particular members of the consortium leading to an Event of Default not leading to Termination, Authority reserves a right to (i) demand a change in the defaulting member, with the process as above (ii) pay any non-defaulting non lead member directly for any obligations and costs pertaining to its role in the execution of the Bus Operator Agreement performed after the date of Event of Default with due advance notice to the Lead Member of the arrangement.
- (ix) Any Dispute arising during the Contract Period between the Consortium Member shall be resolved amicably without adversely impacting Agreement. If in Authority's opinion, Dispute between Consortium members adversely impacting implementation and operation of Authority then Authority may its sole discretion in the interest of the Project (a) Terminate the Contract after due process and/or (2) Provide a binding solution.

#### 2.5.2. Lock in Period for Consortium

The members of Consortium shall remain in Consortium for a Lock-In Period for the Contract Period.

### 3. TERM OF THE AGREEMENT

- 3.1. The term of this Agreement shall be a 12 (Twelve) years from the COD ("Contract Period/ Agreement Period") during which period Operator shall operate and maintain the buses and allied civil and electrical infrastructure on Wet Lease Model basis.
- 3.2. The COD shall be the date which is defined in clause 1.6 of Volume 1 for each lot of buses from Date of LOA or date of deployment of all Contracted Buses duly registered with the RTO Kalyan, whichever is earlier. The Deployment shall be considered achieved after the completion of Training Period.
- 3.3. In the event of termination, the Contract Period shall be limited to the period commencing from the Execution Date and ending on the date on which this Agreement is terminated in accordance with the provisions contained herein.

### 4. SCOPE OF WORK

- 4.1. Responsibilities during "Procurement / Supply of Electric Buses, Transformers & Chargers with Allied Civil & Electrical Infrastructure".

The Operator shall before the deployment of buses undertake and complete the following tasks:

- a) Procure/Supply of 70 Non AC MIDI 9 Mtrs, 60 AC MIDI 9Mtrs, 32 Non AC STANDARD 12Mtrs., 20 AC STANDARD 12 Mtrs.& 25 MINI AC 7 Mtrs. Electric Buses as per technical specification included in RFP.
- b) Type Approval of Bus Types from Authorised test agencies under CMV Rule 126 such as ARAI/ICATCIRT;
- c) Prototype approval of Bus Types from Authority.
- d) Ensure Bus Body, Chassis, batteries, charging infrastructure and all other Bus components shall be built as per "Good Industry Practices" and as per the specifications provided in Volume 3 of the RFP. The Operator shall not be permitted to make any changes in the Specifications until specifically authorised by the Authority in writing.
- e) Showcase prototype and adhere to the Bus Delivery Schedule specified in clause 10.1 of this Agreement.

- f) Facilitate the Authority or representatives of the Authority for inspections and testing with regards to the structure, bus body building and electric battery and related components as per the quality standards as prescribed in the Clause 8 of the agreement.
- g) Incorporate changes/modifications/Alternations suggested in the bus body and / or in the Prototype by the Authority or representatives of the Authority during and after Inspection and testing and before obtaining the final acceptance certificate from the Authority as per Clause 15 of this agreement.
- h) Deploy buses pursuant to Clause 18 and provide training to the manpower as per clause 18.4 of the agreement.
- i) Provide sufficient and trained drivers (complying MV Rules) per hired bus to ensure continued and uninterrupted Bus Service in accordance with the terms contained herein and as per Applicable Law. These bus drivers must possess a valid Heavy Motor Vehicle driving license and Public Service Vehicle (PSV) badge for driving passenger bus.

The drivers should have minimum two years of experience of driving passenger bus, age within 21 to 58 years, height 158 cm to 180 cm and weight above 45 kgs. as per the prescribed norms of the Authority. The Operator should provide additional training if required to the drivers as and when directed by the Authority.

- j) Ensure that all drivers, staff and personnel are provided the required training on driving, maintenance, safety, behaviour and hygiene aspects at his own costs;
- k) Procure all Operator Clearances in accordance with Annexure for the purposes of providing Bus Services as per the terms of this Agreement, at his own cost and expenses.
- l) Develop & Establish Charging infrastructure including Development, Supply and Erection of Transformers and all Necessary Electrical systems, sub-systems, accessories and parts as required for charging Infrastructure, Procure and Install Chargers at parking space provided by Authority prior to Procurement of Buses;
- m) Establish necessary Workshop for preventive and routine maintenance of buses, transformers, charging batteries of the Buses and maintenance of Charging Infrastructure for periodic overhaul at its own cost and expense, and staff it with trained professionals for the purposes of maintenance of Contracted Buses and Chargers and Electrical & required Civil Infrastructure;
- n) After completion of Contract Period, the entire movable infrastructure established at depots for charging of Electric Buses such as Transformers, Necessary Electrical systems, sub-systems, accessories and parts and Chargers will become the property of KDMTU solely for its further usage by Operator. The Operator will not have any right on non-movable Infrastructure after completion of Contract Period. Similarly, all the Civil Infrastructure established will also become the property of KDMTU solely for its further usage by KDMTU and the Operator will not have any right on civil Infrastructure
- o) The Operator shall be responsible to Maintain the ITMS system in good workable condition throughout the Contract Period.
- p) The Operator shall be responsible for Renewal of Fitness Certificate of Buses as per MV Act
- q) The Operator shall be responsible for EPF, ESI and other Mandatory deductions.
- r) **The Parking Space for Charging, Maintenance and Parking of Buses shall be provided by KDMTU of Rs. 1/- per bus per day.** The Operator shall not use the given space for any commercial use.

## 4.2. Responsibilities during “Operations Period”

The Operator, on and after COD, and during the Operations Period shall undertake the following responsibilities:

- a) Operate the Contracted Buses in compliance with terms contained herein including but not limited to the routes, frequency and schedules as may be specified by the Authority from time to time on the routes prescribed by the Authority in Kalyan Dombivli Region;
- b) Ensure availability of duly licensed drivers with PSV badge, with minimum five years of experience of operating passenger buses, maintenance staff and other personnel through proactive human resource management for continued and uninterrupted Bus Service in accordance with the terms of this agreement.
- c) Develop a training program for driving, maintenance, charging, safety, behaviour and hygiene aspects; which ensures training to newly recruited drivers, staff and personnel and refresher training to the existing staff already deployed in the operations.
- d) At his own cost and expenses maintain all Operator Clearances in accordance with Annexure for the purposes of providing Bus Services as per the terms of this Agreement;
- e) Maintain the Contracted Electric Buses in Safe, Secure and Good operable conditions in accordance with Good Industry Practices and Operation and Maintenance Requirements set forth in the agreement.
- f) Ensure that Safety and Security of passengers and any third person on the Contracted Buses is maintained at all times;
- g) Maintain the Transformers and allied Electrical Infrastructure, Chargers and allied Electrical Infrastructure and Civil Infrastructure for these equipment in Safe, Secure and Good operable conditions in accordance with Good Industry Practices and Operation and Maintenance Requirements set forth in the agreement.
- h) Bear all taxes as may be levied under Applicable Law in relation to the Bus Services, save and except those taxes which are the responsibility of the Authority as per the terms of this Agreement and Applicable Law;
- i) Ensure any equipment installed on the Contracted Buses or within the Bus Depot/ Parking Space including any monitoring device or equipment that is installed by the Authority is not tampered with in any manner; and that the Authority and its authorised personnel, are allowed to inspect the equipment installed on the Contracted Buses and the Parking Space at any time without any notice in this regard;
- j) Make available to the Authority 95% of Electric Non AC/ AC buses for operations all the time. The Operator is expected to keep spare fleet to meet this requirement. The bidder may refer Annexure regarding Fines/Damages in this regard.
- k) Adverse operating conditions shall not affect Contractual obligations and parameters of performance under the Agreement. Wear and tear of the bus due to bad road conditions, rains, flooding of roads, heavy traffic etc. shall not be considered an adequate defence on the part of the Operator for not fulfilling his Contractual obligations as per the Agreement.
- l) Ensure that all Applicable labour Laws and any other Laws including but not limited to the Minimum Wages Act, 1948 are complied with in relation to appointment, hire, recruitment, of any personnel (whether on temporary, contractual or permanent basis by the Operator) required in relation to the operation and maintenance of Bus Service;

- m) Maintain and Upkeep the Parking Space in good condition as per the Parking Space License Agreement.
- n) Submit regular monthly reports to the Authority as per the format that may be instructed by the Authority from time to time; and
- o) Carry out all activities necessary for the effective implementation of the provisions of this Agreement.

## 5. AGREEMENT

The whole Agreement is to be executed in the approved, substantial and workmanlike manner, to the entire satisfaction of the Authority, who both personally and by his/her deputies, shall have full power, at every stage of progress, to inspect the buses at such times as he/she may deem fit which he/she may disapprove. The Authority will depute a team of monitoring personnel who shall have full powers to check, monitor, demand any records from any of the Operator personnel.

## 6. PERFORMANCE SECURITY

- 6.1. For securing the due and faithful performance of the obligations of the Operator under this Agreement, the Operator, has handed over to the Authority, Performance Security of INR \_\_\_\_\_ in form of Bank Guarantee (instrument no \_\_\_\_\_) drawn on \_\_\_\_\_ (Bank) dated \_\_\_\_\_, for a Validity Period of 160 Months, lien marked in favour of xxxxxxxxxxxx (Name of the Authority), KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING, through a nationalised Bank, payable/encashable, admissible and extendable at Kalyan only. ("Performance Security").
- 6.2. The Operator shall maintain a valid and binding Performance Security for a period of six months after the expiry of the Contract Period ("Validity Period").
- 6.3. The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
  - a) in the event the Authority requires to recover any sum due and payable to it by the Operator including but not limited to Damages; and which the Operator has failed to pay in relation thereof; and
  - b) in relation to Operator's Event of Default in accordance with the terms contained herein.
- 6.4. At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provisions of this Agreement. The Operator shall within [15 (fifteen) days] of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which shall be considered as Operator's Event of Default as per clause 34.1.
- 6.5. On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the Operator without any interest, provided the Operator is not in default of the terms hereof and there are no outstanding dues of the Authority with the Operator.

## 7. BUS PROCUREMENT

Upon submission of requisite Performance Security and Signing of this Agreement, the Operator shall procure/supply of 70 Non AC MIDI 9 Mtrs, 60 AC MIDI 9Mtrs, 32 Non AC STANDARD 12Mtrs.,

20 AC STANDARD 12 Mtrs.& 25 MINI AC 7 Mtrs. i.e. Total 207 Electric Buses and Procure/Supply Transformers and Chargers and establish associated Electrical and Civil Infrastructure. The Operator shall obtain adequate insurance as mentioned in the clause pertaining to Insurance in this RFP.

## **8. QUALITY ASSURANCE**

### **8.1. Quality of Materials**

- i) The Bus Manufacturer shall procure material which is as per Standards set in India. Wherever, Indian Standards are not available, internationally acceptable Standards may be referred such as ECE, JIS, DIN, ASTM, ISO etc. for quality assurance of material.
- ii) The Bus Manufacturer can use any material out of the lots, which have been approved by an Authorised test agency under CMVR 124 and CMVR 126. A certificate to that effect along with copies of the latest Laboratory Test Report shall be submitted to Authority at the time of inspection.
- iii) The Bus Manufacturer shall obtain type approval of all safety critical items/ materials from the authorized testing agencies before use. The Bus Manufacturer shall provide a list of such items along with their Certificates to the Authority.
- iv) Cost of all tests, analysis, and patent rights would be borne by the Bidder.
- v) All the chargers installed shall comply with IEC 61851-1, IEC 61851-21, IEC 61851-22, IEC 61851-23 and IEC 61851-24 or equivalent standard, as applicable. The Operator will have to submit Compliance Certificates to this effect. The chargers shall be capable of charging Buses for minimum operation of 200 kilometers per day per bus for a MIDI Bus and 250 kilometers per day per bus for a Standard Bus. The MIDI bus has to operate 160 km on single charge @ 80% SOC with Passenger Load under traffic conditions and the Standard Bus has to operate 180 kms on Single Charge @ 80% SOC with Passenger Load under traffic conditions. The remaining operational kilometers has to be completed with opportunity charging.

The entire operation of 200 kms per day per bus for a MIDI Bus and 250 kms per day per bus for a Standard Bus has to be completed by operator without disturbing the schedules. But average MIDI & STANDARD per bus per day Assured Kms. Is 160 Kms.

All the Chargers shall also have provision for recording and storing data for charging units consumed by each of the Electric Bus for every charging activity and time taken for charging by each of the Electric bus for every charging activity. Such recording and storing of data for each of the electric bus shall be uniquely monitored with reference to the registered number of electric bus. The operator shall submit this data to Authority on monthly basis in the format prescribed by the Authority.

### **8.2. Purchase of Material**

- i) Material purchase orders of The Bus Manufacturer must be specifying quality, Standards, grade etc. of supplied material. Inspecting official(s) of Authority would carry out random checks and satisfy itself of these details vis-à-vis those specified in the contract.
- ii) In addition, copies of invoices of respective Manufacturers from whom these materials had been purchased, be enclosed and these should also have details of quality & grade etc. Authority shall also satisfy itself of these details as above before permitting usage in the Bus.
- iii) For items/ materials to be used as per BIS/ AIS/ASRTU Standards, the Bus Manufacturer shall show & furnish a copy of Laboratory Test Certificate from approved Laboratories near the location of Bus

Bodybuilder in respect of material proposed to be used in the body building of the Bus. 'ISI' or 'E' marked items of concerned country used in manufacturing of bus need no testing.

- 8.3. The Operator shall conform in all respect to provisions in this behalf as contained in the Central Motor Vehicle Act, 1988 (or latest) as amended up to date and Central Motor Vehicle Rules, 1989 (or latest) / Maharashtra Motor Vehicle Rules currently in force in Kalyan or to any other statutory modifications or enactment thereof in such Act & Rules from time to time.

## 9. INSPECTION AND TESTING

- 9.1. Authority shall carry out inspection of Prototype and other buses at following stages before pre-dispatch stage at Bus Operator's premises.
- Structural, Panelling & Fully Built Stage for prototype bus.
  - Remaining buses will be inspected during final stage.
- 9.2. For any Deficiency noted by the Authority during any stage of the inspection, the Operator shall initiate immediate remedial actions for the same as advised by the Authority.
- 9.3. The Operator shall provide free of charge all facilities at Bus Manufacturer's premises viz. Working space, equipment, tools, labours, gauges, drawings and specifications required for this purpose without extra charge to the inspecting officer/s of Authority for proper performance of his work on inspecting and testing of work under this Agreement.
- 9.4. The Authority may not conduct any laboratory test if the material procurement certificates are submitted by the Operator at the time of inspection of buses. Notwithstanding with above, if found necessary, the Authority may conduct material test at any stage for prototype or any other buses, the cost of which shall be borne by the Operator. The Authority might conduct lab testing mostly for following material.

Sr. No.	Items to be tested	Specifications
1.	CR Tubular sections	BIS:4923-1997 (or latest) of Grade Yst-240
2.	Phosphating / Galvanizing	BIS:3618-1966 (or latest) Class A-2 for Phosphating & BIS:277-2003 or latest - 120 gsm for Galvanizing (Zinc Coating) and two weeks (336 hours) Salt Spray Test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%.
3.	EPDM Rubber	As per AIS 085
4.	Glasses	<ul style="list-style-type: none"> <li>● Laminated: BIS: 2553 (Part-2)-1992 (or latest) Float Glass, Front 'AA' Grade Glass, PVB Film in Laminated Glass.</li> <li>● Toughened: BIS 2553 (Part-2)-1992 (or latest)</li> </ul>
5.	Aluminium Parts	IS:733-1974 (or latest) for Solid Part, IS:1285-1975 or latest for Extruded Round Tube and Hollow Part and IS:738-1977 or latest for Drawn Tubes, Alloy 63400, tempering WP.
6.	Paint	PU Paint as per relevant IS: 13213:1991(or latest) & any other relevant BIS Standards. For Matt Black Paint the Gloss Value is upto 30 units.

Sr. No.	Items to be tested	Specifications
7.	LT Wire	BIS: 2465-1984(or latest). DIN 72551- Dimensional Test JISC3406- Spark, Immersion & Conductor Resistance Test, SAE J 1127 & J 1128
8.	Aluminium Sheet	BIS:737-1986(or latest), Aluminium Alloy H-2/31000
9.	CR sheets	BIS:513-2008(or latest)
10.	GI Sheets	BIS:277-2003 (or latest),Class-VIII Medium Coating of Zinc Nominal Weight120 grams/M2.
11.	Passenger Seat Assembly	As per AIS-023, Bus Code & BIS Standards. For MS components two weeks (336 hours) Salt Spray test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%.
12.	Marine Board / other floor material	BIS: 710-1976 (or latest) IS:5509-2000 (or latest) for Flammability.

- 9.2. The Authority shall issue Pre-Despatch Inspection Report within seven days of satisfactory inspection of Fully Built buses. Operator shall despatch buses only after attending defects/ deficiencies observed during Pre- Dispatch Inspection.
- 9.3. **Supply of Electric buses as per Guideline of Ministry of Heavy Industries, Govt. of India, FAME India Scheme Phase II.**
- 9.4. **Supply of Electric Charger & Electric Vehicle Charging Infrastructure as per Guideline of Town and Country Planning Organization, Ministry of Housing and Urban Affairs, Government of India.**

## 10. DELIVERY OF CONTRACTED BUSES

- 10.1. Delivery Period: Delivery of prototype Bus and thereafter other Contracted buses duly registered shall be as follows; ("Bus Delivery Schedule")

### Provide No. of Buses year wise schedule :

Sr. No.	Type of Buses	Type of Buses	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	TOTAL NO. BUSES
1	9 Mtrs. Non AC Buses	MIDI BUSES	40	10	10	10	00	00	<b>70</b>
2	12 Mtrs. Non AC Buses	STD BUSES	00	18	14	00	00	00	<b>32</b>
3	9 Mtrs. AC Buses	MIDI BUSES	00	00	00	20	32	08	<b>60</b>
4	12 Mtrs. AC Buses	STD BUSES	15	00	00	00	00	05	<b>20</b>
5	7 Mtr. AC Buses	Mini Buses	00	00	05	00	00	20	<b>25</b>
	<b>TOTAL =</b>		<b>55</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>32</b>	<b>33</b>	<b>207</b>

NOTE – As per above schedule the Vender will be provide 112 (ie 55+28+29) Electric buses in 1st Lot.

Sl. No.	Type of Electric Bus	No. of Buses	Prototype Inspection	Delivery of Registered Buses
1	MIDI Bus	Year wise as per above	90 days from Date of signing of Agreement	• Within 180 days from the date of Signing of Agreement
3	Standard Bus	Year wise as per above	90 days from Date of signing of Agreement	• Within 180 days from the date of Signing of Agreement

10.2.Operator shall deliver duly registered buses at the place/ places as shall be specified by the Authority within Kalyan Dombivli Region , not later than the dates/schedule specified in the Agreement.

10.3.Authority shall be entitled to levy damages as per clause 16 of the Agreement to the Operator upon failing to perform as per Clauses above.

10.4.Failure to comply with stipulated delivery schedule shall attract pre-defined liquidated damages and other provisions of the contract.

10.5.Operator shall intimate Authority at least 15 days prior to any inspection at Bus Manufacturer's premises failing which Authority shall not be liable for delay in inspection and supplies of buses. Authority shall arrange inspection by Authority within 15 days from the day of receipt of request for inspection from Operator. Delay in delivery of buses on account of late inspection and delay in submission of inspection report by the Authority for the affected quantity shall be entirely attributable to the Authority.

## 11. INSPECTION OF CONTRACTED BUSES

11.1. On receipt of fully built Contracted Buses at Kalyan, these shall be jointly inspected by the Operator and the Authority for completeness and satisfactory condition of all equipment/ components. Damages, defects and deficiencies, if any, shall be noted and the Operator shall initiate immediate action for making good the same under advice from Authority within mutually agreed time period. Any delay in commissioning of these buses due to any such reason shall be to Operator's account and shall be dealt with by the Authority as per Conditions of the Agreement.

## 12. COST OF INSPECTION

All the costs associated with the inspection of prototype bus and other buses at Bus Operator's premises and at Kalyan, including travelling and conveyance expenses and lodging and boarding expenses of representatives of the Authority shall be borne by the Bus Operator.

## 13. PROVISIONAL RECEIPT CERTIFICATE

Authority shall issue Provisional Receipt Certificate within three working days of receipt of Bus (es) in good conditions along with valid required documents at Kalyan. The Provisional Receipt Certificate issued by the Authority shall not be considered the Acceptance of the Buses for deployment for operations as per the conditions of the Agreement.



## **14. REMOVAL AND REPLACEMENT OF REJECTED BUSES**

- 14.1. On rejection of any Bus, subjected to inspection or assessment of performance during commissioning at Authority's premises, such buses shall be replaced within 21 days of the date of intimation of such rejection.
- 14.2. The Operator shall immediately transport such rejected buses back to its premises at its own cost and risk.

## **15. FINAL ACCEPTANCE CERTIFICATE**

The Operator shall inform about rectification/ removal of defects/ deficiencies observed during Joint Final Inspection within 07 days from date of inspection. Thereafter, Final Acceptance Certificate shall be issued by Authority. The Operator shall initiate the process of deployment of buses for KDMTU operations in accordance with clauses of this agreement.

## **16. LIQUIDATED DAMAGES (LD) FOR DELAY IN SUPPLY OF FULLY BUILT CONTRACTED BUSES**

- 16.1. If the Operator fails to complete the supply of Contracted Buses within the Month wise delivery schedule specified in the clause 10.1 above and if the Operator is not able to cure such default (delay in buses) within the prescribed delivery schedule, the Authority shall, without prejudice to other remedies under the Agreement, levy/deduct pre-estimated liquidated damages (LD) @ INR2500/- (Rupees Two Thousand Five Hundred only), per bus per day of delay.
- 16.2. The amount of pre-estimated liquidated damages to be charged under the contract, in terms of Clause 16 of Contract Conditions shall not exceed INR50,000 per Bus.
- 16.3. In the event of the delivery of Contracted Buses is delayed beyond the stipulated Delivery Schedule as per clause 10.1 and within the period of additional 90 days after expiry of the delivery schedule, the Authority at its discretion may not accept delivery of number of delayed Buses beyond above mentioned time period unless such occurrence (delay in bus) is not attributable to Force Majeure Events.

## **17. CONSEQUENCES OF NON-ADHERENCE TO DELIVERY OBLIGATIONS**

- 17.1. In case of the Operator fails to deliver Contracted Bus as per stipulated schedules and timelines and as specified in sub clause 16, after exercising all remedial measures provided in elsewhere in this agreement, it shall be considered Operator's Event of Default.
- 17.2. Notwithstanding above, in case of delay in delivery of Contracted buses by the Operator pursuant to clause 16 above, the number of Contracted Buses which are to form part of the contracted fleet shall be reduced by only the number of buses delivered and accepted by the Authority.
- 17.3. With pursuant to clause 17.2 above, in case of reduction in size of the contract, the Operator shall replace the amount of Performance Security calculated as per the revised contract size.

## **18. DEPLOYMENT OF CONTRACTED BUSES**

- 18.1. Subject to issuance of Final Acceptance Certificate as per bus delivery schedule from the Authority, the Operator shall commence Bus Service for each Lot of such accepted Contracted Buses no later than 10 (Ten ) days from the date of Final Acceptance Certificate, or any extended period as may be agreed upon the Parties in writing ("Commercial Operations Date for Bus Lot" or "COD for Bus Lot").

- 18.2. In the event the Operator is not able to start operations of particular Lot of Contracted Buses as per above clause for reasons not attributable to the Authority or to a Force Majeure Event, and which in the opinion of the Authority can be attributable to the Operator, the Operator shall pay liquidated damages of INR2500per bus per day comprising of the Lot for every day of delay till COD for that Lot is achieved. Capping of LDs and consequences are as per clauses 16 and 17 of this Agreement.
- 18.3. It is hereby clarified that non-compliance of any bus specifications and design shall not be acceptable as a reason for delayed or non-deployment of the Contracted Buses by the Operator.
- 18.4. The Operator shall deploy entire Staff for operation and maintenance of the Contracted buses and operation and maintenance of chargers and transformers for provision of training for 15 days prior to COD. ("Training Period").
  - 18.4.1. During the Training Period, The Operator's staff shall be educated about the intricacies of Bus Operations and Bus Service Area and skill-set required for efficient operations.
  - 18.4.2. Cost of Damage to Project Asset or any other third-party property including fatalities, injuries of employee of Authority, Operator or third party due to negligence of the Operator's staff employed for the purpose of the training shall be the liability of Operator.
  - 18.4.3. Entire Costs towards above training shall be borne by the Operator.

The above mentioned item No. 1 to 18 The final decision will be taken by the Transport Manager at present situation at that time.

## **19. OWNERSHIP OF CONTRACTED BUSES**

- 19.1. The ownership of the Buses shall remain fully with the Bidder during and after the entire term of the Agreement and there after completion of contract period. All the Contracted Buses shall be registered in the name of the Bidder.
- 19.2. Operator shall mount ITS Equipment on Buses as per the specifications provided in Volume 3of RFP. Operator shall also ensure to supply equipment compatible with existing ITS System of Authority so as to enable smooth integration. Operator shall be responsible for regular maintenance of ITS equipment installed by it during the Contract Period. Operator and Authority hereby agree to share interfacing protocols and Active Programming Interface with each other for smooth integration of ITS equipment provided by Operator with Authority's ITS System. The Operator shall return all CCTV cameras, or any other equipment installed by Authority in working condition to the Authority after successful completion of agreement period.

## **20. HANDOVER OF PARKING SPACE AND BUS DEPOT**

- 20.1. For the purposes of maintenance, charging and cleaning and parking of Contracted Buses, the Authority shall provide a Depot/Parking Space with existing structure to park the Contracted Buses for short duration and carry out maintenance and charging activities in accordance with the terms contained herein.

"Levelled Land free from any rubbish, Compound wall, CC flooring for entire Depot, Roof covered Inspection Pits and Washing Bay, Shed for charging station, Office room, Security Room, Spares & Lubricants stock room, Driver and Crew rest room with Toilets, ETIM Section Room, Revenue Collection Room, Tools, Equipment, Tyres, Spare stock rooms, Depot lighting and CC Cameras with Monitoring Room, Water and Electricity connection for maintenance and workshop."

It is hereby clarified that the Operator shall only have a limited right to use the Bus Depot/ Parking space subject to the terms contained herein. The Operator shall enter in a separate Parking Space

License agreement as per the enclosed format with the Authority at time of handover of such depot or Parking Space.

- 20.2. The Operator shall at his own cost and expenses bring any such moveable equipment and/or machinery and charging infrastructure and appoint skilled personnel and supervisor for regular upkeep, maintenance, cleaning and safekeeping of the Contracted Buses in accordance with the terms contained herein.
- 20.3. It is hereby clarified that the ownership of the Parking Spaces shall remain vested solely with the Authority at all times. The Operator shall only be provided the limited right to use the Bus Depot/ Parking Spaces during the Contract Period, and on Termination, the Operator shall vacate and hand back such Bus Depot/ Parking Spaces as per the terms contained herein. Upon termination, the Operator shall not remove any permanent structure created by him to fulfil the obligations as per the terms of this Agreement. After completion of Contract Period, the entire movable infrastructure established at various depots for charging of Electric Buses such as Transformers, Necessary Electrical systems, sub-systems, accessories and parts and Chargers will become property of Operator solely for its further usage by Operator. The Operator will not have any right on non-movable Infrastructure after completion of Contract Period. Similarly, all the Civil Infrastructure established will also become the property of KDMTU solely for its further usage by KDMTU and the Operator will not have any right on civil Infrastructure.
- 20.4. The Operator shall not have any right to display advertisement in the Bus Depot/Parking Spaces or any part thereof.
- 20.5. The Operator shall:
  - a. at his own cost and expense maintain the area of the Bus Depot/ Parking Space provided to it under the terms of the license agreement and the terms contained herein in good working condition;
  - b. not cause any damage in the area of the Bus Depot/Parking Space provided to it under the terms of the license agreement and the terms contained herein or do any act which will in any way be prejudicial to the rights of Authority or other users/occupants of the same.
  - c. only be responsible to maintain the area of the Bus Depot/Parking Spaces which has been specifically allocated and handed over to him by the Authority under the relevant license agreement.
- 20.6. Authority will make required Electric power line available at Parking Space. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his solution. The Operator shall also be liable to pay bills for utilities such as electricity, water etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator.
- 20.7. Electricity charges for charging of Buses will be borne by the Bidder. Electricity charges for office and maintenance activities of the Operator shall be borne by the Operator. Authority will provide depots of their own depots as may be feasible.
- 20.8. Operator should provide the best solution in terms of bus, capacity of batteries, charging infrastructure required, charging time etc. looking to the operational requirements of Authority.
- 20.9. The Operator shall also be liable to pay bills for utilities such as water etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator. Operator shall establish and maintain necessary Infrastructure for these requirements.

20.10. It shall be the obligation of the Operator to whom a Bus Depot/Parking Space is allotted to allow buses of other Bus Operators for other Urban Bus services of Authority to park and share the facilities developed at the Bus Depot by the Operator. It is likely that Authority may ask multiple Operators to share Depot/Parking Space Facilities to optimize Bus Schedules. In such case different Operators may decide the terms if any between them which are most suitable in their opinion.

## **21. OPERATION PLAN**

- 21.1. The Authority shall develop a plan which shall contain details including but not limited to number of Contracted Buses, details of the Assured Fleet Availability, Operating Plan, Routes, frequency, stoppage plan and table of schedule providing bus headways based on peak and off-peak hour requirements ("Operation Plan").
- 21.2. The Authority may develop the Operation Plan in consultation with the Operator provided however, the suggestions made by the Operator shall not be binding on the Authority.
- 21.3. The Authority reserves the right at its own sole discretion to make changes to the Operation Plan from time to time and shall notify the same to the Operator.

## **22. ROUTES AND SCHEDULES**

- 22.1. The Routes of operation of Electric Buses shall be provided under, however the Authority shall have the exclusive discretionary power to determine Routes, frequency and schedules of the Contracted Buses as a part of the Fleet Deployment Plan throughout the Contract Period.
- 22.2. The Operator shall ensure that the Contracted Buses are operated on the said Routes, frequency and schedules and other requirements as specified in the Fleet Deployment Plan and as specified by the Authority from time to time in accordance with the operation and maintenance standards specified herein.
- 22.3. The Authority may at any time make changes to the Routes, frequency, schedules of Contracted Buses due to any reason whatsoever including but not limited to special circumstances, festivals, and seasonal requirements.
- 22.4. The Authority will deploy the proposed 70 Non AC MIDI 9 Mtrs, 60 AC MIDI 9Mtrs, 32 Non AC STANDARD 12Mtrs. 20 AC STANDARD 12 Mtrs. & 25 MINI AC 7 Mtrs. Electric Buses being procured at the KDMTU depots as mentioned.
- 22.5. In the event the Operator makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the Fleet Deployment Plan or specific instructions notified by the Authority in relation thereof, it shall be liable for the penalty set forth in this Agreement.

## **23. FARE AND FARE COLLECTION**

### **23.1. Passenger Fare Determination**

The Authority shall determine the quantum of passenger fare that will be charged from the users/passengers of the Contracted Buses or persons who avail of the Bus Service ("Passenger Fare").

### **23.2. Passenger Fare Collection**

- a) The Authority retains the right to collect Passenger Fare either by itself or through a third party using any technology or methodology it deems appropriate to it.

- b) The Operator shall not directly or indirectly collect Passenger Fare or any portion thereof.
- c) The Operator shall not in any way cause any interference in the process of collection of Passenger Fare and shall fully co-operate and facilitate the process of Passenger Fare collection undertaken by the Authority through itself or a third party including allowing any personnel such as a conductor to collect such Passenger Fares on the Contracted Buses.

## 24. ADVERTISEMENT ON THE BUSES

- 24.1. The Operator shall have rights to display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from advertisement.
- 24.2 The Operator shall be responsible for security and cleanliness of advertisement material and equipment.
- 24.3 In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.
- 24.4 Advertisement rights shall be limited for the following spaces in the contracted buses:
  - a) Interior
    - LED Displays near back door and behind driver seat
    - Advertisement panel on the back of passenger seats
    - Advertisement panel on the Standee passenger hand hold
  - b) Exterior
    - Side Panels
    - Back Panel
- 24.5 The dimensions and colour schemes of the advertisement panels shall be finalised in consultation with the Authority.
- 24.6 The Advertisement should not be anti-social, vulgar, unlawful and should require permission of Authority. The Authority shall have the right to regulate the Advertisement. The Operator shall not display any Advertisement that is on the negative content as detailed below, irrespective of the time of the day and scale of the advertisement. Such negative content list is mentioned below:
  - a) Advertisement banned by the Advertisement Council of India or by law.
  - b) Advertisements of goods or services which are prohibited by any law
  - c) Advertisement of Political Parties.
  - d) Advertisements of any kind of prohibited drugs, hard drinks (Alcohol) and all kind of tobacco products for smoking.
  - e) Advertisements containing pornographic contents and/ or an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986.
  - f) Advertisements containing sexual overtone and/ or nudity.
  - g) Advertisements glorifying exploitation of women or child.
  - h) Advertisements showing violence and cruelty to either human being or any kind of plant or animal.

- i) Advertisements showing racial abuse to any caste or community or propagating ethnic differences.
- j) Advertisements related with lottery tickets, sweepstakes entries and slot machines.
- k) Any animated, laser, moving or blinking displays.
- l) Advertisements accompanied by sound.
- m) Advertisements banned by the provisions of the Election Commission.
- n) Any other advertisement not found appropriate by The Authority.

## **25. PAYMENTS TO THE OPERATOR FOR KILOMETER CHARGE**

### **25.1 Calculation of Kilometers of Buses**

- (i) The Authority shall pay hire charges for the actual effective kilometres at the rate determined through the tender process.
- (ii) Distance operated for making payment will be reckoned from the appointed terminus for plying vehicles as per the kilometers of the trip distance as per time table/ Log sheet/trip card.
- (iii) Distance travelled by the Contracted Bus from the Bus Depot/Parking Space to the first point of loading passengers at the commencement of its service on a day and Distance travelled by the Contracted Bus from its last passenger stop as per the Operating Plan to the Bus Depot/Parking Space at the end of the day's service shall not be considered.  
  
Distance travelled for intermediate charging to the Authority depots where charging stations are developed to cover 200 KMs Per Bus Per Day for a MIDI Electric Bus and 250 KMs Per Bus Per day for a Standard Electric Bus. But Assured Kms per bus per day for the both the type of buses average 160 kms. as per deployment bus plan.
- (iv) Distance travelled by a Contracted Bus, which is outside the Operating Plan but approved by the Authority for specific and special requirements, shall be considered.
- (v) Distance travelled by a Contracted Bus for charging facility set up by the Operator at the Bus Depot/Parking Space provided for by Authority.
- (vi) The Operator shall make available the bus for minimum 18 hours a day. In case a bus is not made available for minimum 18 hours a day, it will not be counted as a day for the purpose of reckoning the number of days operated in a month.
- (vii) In case of cancellation of kilometers trips for any reason payment shall be made for actual km operated.
- (viii) Bus Kilometres shall not constitute the following:
  - a) Any kilometres travelled by the Contracted Bus to a maintenance facility set up by the Operator at the Bus Depot/Parking Space provided for by Authority or for any travel not authorized by Authority.
  - b) Distance travelled by a Contracted Bus for charging facility set up by the Operator at other than the Bus Depot/Parking Space provided for by Authority.
  - c) Kilometers from the point of the breakdown to the destination point in case of breakdown wherein Authority can divert the passengers to any other hired bus of KDMTU.

- d) Increase in route kilometer due to enforcement of law and order shall not be reckoned for hire charges where Authority has not changed its fare structure.
- (ix) Operator is free to keep spare electric buses for smooth running of contracted Electric Buses. The Operator shall at all times during the contract period utilize 90% to 95% of the buses each & every day. If it fails to provide, additional penalty will be charged as per mentioned in Annexure for Deficiency and Incident Wise Damages/ Fines of the agreement.
- (x) In case of an accident where the bus is detained by police authorities or impounding of vehicle by any other statutory authority, penalty will be imposed for the period for which the vehicle is detained or impounded by the authorities.
- (xi) Grid failure, Traffic Blocks and Power cuts shall not be considered as obligations of Operator. Operator shall not be liable for any Liquidated Damages for delay or failure to perform the contract for reasons of force majeure such as the acts of God, acts of public enemy, acts of Government, fires, floods, epidemics quarantine restrictions, strikes, riots, vandalism, freight embargoes, etc., and provided that the contractor shall within 15 days from the beginning of such delay notify the Authority. However, minimum Assured KM payment will be paid by Authority during these above stated conditions.

## 25.2 Payment of Bills

The Authority shall compute and provide payment to the Operator, for every Payment Period, from when the first of the Contracted Buses commences service. The data of total number of kilometres that the Contracted Buses have travelled for the aforesaid period will be collected from all Depot Managers at Traffic Manager Level. Such calculation shall be made using actual survey manually with the supervision of the Authority staff /Global Positioning System (GPS)/ present system of KDMTU.

## 25.3. Basis for Payments

- (i) The bidder shall quote his rate per kilometre charge in “INR per km.” for operation of buses to be given to KDMTU “On hire” Wet Lease Model as per the terms and conditions specified in the contract. The charges quoted will be effective for the contractual period from the date of operation under the contract with the provision for revision in the Hiring Charges to cover the upward price escalation annually from 2<sup>nd</sup> year of contract.
- (ii) The Basic Quoted Rate per kilometer for Hiring of Electric AC and Non AC Buses will be revised annually @ 1.0% of Basic Quoted Rate from 2<sup>nd</sup> year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first year, there will be no revision for Hiring Charges (on per Km. basic quoted rate.)

## 25.4. Payment Terms

### a) Invoicing Period

Fortnightly Bills for the payment of hire charges as per provision laid in 25.1 above shall be prepared by the Operator and submitted with receipt along with certificate of authorized official of the Authority on every 20<sup>th</sup> day of current month for the First Fortnight and bill for second fortnight can be submitted on every 5<sup>th</sup> day of succeeding month. The Operator shall submit an invoice specifying:

- i) Registration number of each Contracted Bus and the type of bus that has travelled as part of the Bus Service,
- ii) Bus Kilometres travelled by each Contracted Bus as part of the Bus Service in the relevant payment period (clearly identifying the Contracted Bus)
- iii) Applicable Kilometre Charge for the period for the particular type of Contracted Bus.
- iv) GST tax, and any applicable surcharge or cess on it, if any, payable on the amount as per provision of sub clause below.
- v) The Operator shall submit invoice strictly for the operated kms for the payment period provided by Authority. (here in together referred as "Invoice Amount")

**b) Payment Period**

The Authority shall, within a period of 15 (Fifteen) days of the receipt of invoice, will check KDMTU Internal record and make payment of the total invoiced amount. However, the Authority will not be liable to pay interest on delayed payments. In case of expiry of the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement.

All payments shall be made by the Authority to the Operator after audit & making any tax deductions at source under Applicable Law.

**c) Method for Calculation of Payment**

The payment for Bus Kilometres for actual Bus Kilometres per each Contracted Bus deployed shall be calculated as

Payment = Applicable Kilometre Charge for Contracted Bus x Operated KM

(Where Operated KM is Bus Kilometres Operated by the contracted buses as part of the Operating Plan during the relevant Payment Period)

- Any Fines levied shall be adjusted from the Payment subject to provisions of this Agreement.
- Any applicable surcharge or cess on payment for services rendered by the Operator, if any, shall be levied and billed over and above the payment amount based on the number of operated kilometres in the given period multiplied by the Applicable Kilometre Charge. The Authority is liable to pay this additional amount on the Invoice Amount.
- The GST as applicable shall be payable by the Authority

**d) Guarantee to operate particular number of kilometres**

The Authority hereby assures the Operator that the Operating Plan will be formulated so as to ensure that the Bus Kilometres travelled by each of the Contracted Buses, in daily basis is average 160 Kms for MIDI Electric Bus and Standard Electric Bus.

**e) Assured Payment after Reconciliation**

**i) Payment for Unutilised Kilometres**

In the event that the Authority is unable to demand from the Operator the operations of the Contracted Bus trips such that the average number of kilometres operated per Contracted Bus is not equal to the Assured Bus Kilometres, Authority will pay to the Operator, in addition to



the full payments made for Bus km operated based on invoices presented by the Operator, an amount which shall be determined as follows:

Assured Payment Amount for Unutilised Kms =  $1.00 \times (T_m - T_a) \times \text{Applicable Kilometre Charge}$

where

$T_m$  = Assured Bus Kilometres

$T_a$  = Actual Bus Kilometres Operated by the Contracted Bus during the relevant period that has triggered this provision

It should be noted that the Assured Payment Amount will not be payable for any shortfall in Kilometres of the Fleet that arises due to:

- a. Default of the Operator under this Agreement
- b. Non-availability of Contracted Buses for reasons attributable to maintenance or accidents
- c. Breach of law by the Operator

**ii) Payment for Excess Kilometres**

If the Contracted Buses operated under this Agreement exceed the Assured Bus Kilometres, then the Kilometre Charge payable applicable for such additional kilometres in excess of the Assured Bus Kilometres shall be calculated as follows;

Assured Payment Amount for Excess Kms =  $1.00 \times (T_a - T_m) \times \text{Applicable Kilometre Charge}$

where

$T_a$  = Actual Bus Kilometres Operated by the Contracted Bus during the relevant period that has triggered this provision

$T_m$  = Assured Bus Kilometres

- iii) The Authority shall provide the Operator with a notice of the calculation with the supporting data (the kilometres travelled by each of the Contracted Buses comprising the Available Fleet).
- iv) The Authority shall have right to compute on its own and verify the Assured Kilometres. The Authority shall compute and provide to the Operator, every quarter from the COD for the respective lot of buses, the total number of Kilometres that the Available Fleet has travelled for the aforesaid period. Such calculation shall be made manually or using GPS.
- v) With respect to sub clauses (iii) and (iv) herein above, the provision of clause 25.4 e shall be also used to determine Assured kilometres.
- vi) Any dispute regarding kilometers operated/payments received shall be taken up with the Depot Manager of respective depot within one month from date of receipt of payment. Claims raised after one month shall be treated as null and void. The disputes shall be heard and settled by Traffic Manager.
- vii) Income tax at source would be deducted from the payment made to the Operator as per rules in force from time to time.

In this regards item No. 25 final decision will be taken by the Transport Manager at present situation.

**f) ESCROW Account**

- i) The KDMT Undertaking shall within 30 days from the Execution Date, open and establish an account (the "ESCROW Account") with a nationalized/Scheduled bank (the "ESCROW Bank").
- ii) For the purpose of opening and operating an ESCROW Account, the KDMT Undertaking shall enter into an Agreement with the Operator and the ESCROW Bank ("the ESCROW Agreement") in accordance with the format provided in Annexure-8 to this Agreement. The ESCROW Agreement shall remain in full force and effect until the ESCROW Account is not discharged in accordance with the terms contained thereof.
- iii) The KDMT Undertaking shall deposit all the revenues generated and all the income accruing from the operation of these 207 Non AC/AC Electric Buses and provision of Bus Service within the Bus Service Area including but not limited amount equal to the Passenger Fare collected by the Authority and Authority shall maintain minimum two months payment as per assured km in the ESCROW Account.
- iv) The ESCROW Account shall only be operated by the KDMT Undertaking.
- v) Notwithstanding anything to the contrary contained in the ESCROW Agreement upon Termination of this Agreement, all amounts standing to the credit of the ESCROW Account shall be appropriated by the KDMT Undertaking.
- vi) The Authority shall deposit all the collections in the said Escrow Account and the payments shall be to Operator from the available amounts and balance payment shall be transferred to Authority account after completion of Operator Payments.

**25.5. Limitations to Liability of Authority for Operations and Maintenance**

The Authority shall not be liable to make any other payments other than the payments described in this Clause.

**25.6. Liabilities arising from negligent driving and accidents**

- a) Any damages arising due to negligent driving, malfunctioning of bus or accidents of the Contracted Buses on the street and within the Authority premises shall be the liability of the Operator.
- b) The Operator shall be responsible for all claims that may arise due to statutory violations and negligence etc. arising out of the operation of its bus on road and within the Authority premises, like claims and damages due to accidents, providing relief and emergency medical care to persons or property of fatal or injury or any loss/damage to any property, etc. payable under the provisions of M.V. Act/Rules or any other Acts. The Authority under no circumstances shall be made liable or responsible to pay any compensation that may be imposed by the Statutory Authorities, in respect of accidents and injuries involved.
- c) It shall be the responsibility of the Operator to make arrangements on behalf of the Authority for proper prosecution of proceedings before the Motor Accident Claim Tribunal (MACT), Regional Transport Authority (RTA), State Transport Authority (STA), Hon'ble High Court, Hon'ble Supreme Court, etc. in respect of the claims as stated herein at its own cost and consequences.

- d) In case of accident, Operator himself shall make arrangement to bail out his employee (driver) from police custody following the applicable law and also to deal with further litigations arising out of the said accident, as per the applicable law.

## 25.7. FINES AND COMPENSATION

Any fines levied by traffic police or any competent Authority will be borne solely and directly by the Operator. The Authority shall have no liability in relation thereof.

## 26. TAXES AND STATUTORY LEVIES

The responsibility to pay taxes and statutory charges related to Bus Services would be divided between the Authority and the Operator as mentioned in the responsibility matrix provided in the table below:

Sr. No.	Permission/ Clearance	Party responsible
1	Vehicle Registration	Operator
2	Insurance for Electric Buses, Electrical & Civil Infrastructure and other Authority owned assets like Depot	Operator
3	Motor Vehicle tax	Operator
4	Fitness Certificate Renewal	Operator
5	Stage Carriage Permit	Authority
6	No Objection Certificate from State Transport Department or RTA or from State Transport Undertaking as applicable	Authority
7	Fare Notification	Authority
8	Pollution Under Control Certification	Operator
9	Road worthiness Certificate / Fitness Certificate for Electric Buses, R.T.O. Passing.	Operator
10	Passenger Tax, CNS, Conductors	Authority
11	GST	Authority As applicable
12	Stamp duty on agreement	Operator
13	All other applicable taxes other than mentioned above	Operator

## 27. OPERATION AND MAINTENANCE STANDARDS

- 27.1. The Operator shall observe the minimum service standards for operations and maintenance of Contracted Buses as provided in the Agreement.
- 27.2. The Operator shall operate and maintain the Contracted Buses in accordance with the Fleet Deployment Plan and shall at all times ensure that the frequency is maintained as specified under the Fleet Deployment Plan or as per the instructions of the Authority from time to time.
- 27.3. The Operator shall ensure that the following activities are undertaken as part of the maintenance activity of the Contracted Buses without causing any disruption to the frequency or the availability of the Contracted Buses in accordance with the terms contained herein:

- a) Charging of Bus Batteries.
  - b) Checking and maintaining Transformers including Annual Inspection from Competent Authority like MSEDCL, Electrical Inspector and payment of their respective licence fees, Checking and Maintenance of Chargers and Charging Infrastructure.
  - c) Checking and topping of oils
  - d) Checking of tyres
  - e) Cleaning, sweeping and washing of buses including soap washing every week.
  - f) Attending to defects reported by drivers
  - g) Repairing/ Replacing any damaged, non-functional parts, systems and sub systems of electric buses, transformer, chargers and electrical and civil infrastructure of the same specification.
- 27.4. In addition to the Operator Clearances, the Operator shall ensure that he procures and maintains a valid certificate of fitness, as per the statutory rules and a pollution control certificate if applicable from the relevant authorities for all the Contracted Buses from time to time.
- 27.5. The operator shall make its own security arrangement by appointing and deploying security personnel at parking and charging space. In the event the Operator fails to maintain the security of the Contracted Buses and there is any theft or damage of bus component/ spare parts/ hardware/ software/ instrument/ bus batteries, then the Operator shall reinstall/ re-instate such bus component/ spare parts/ hardware/software/ instrument/bus batteries of the same or equivalent quality and specification after giving prior written notice to the Authority and after obtaining consent of the Authority.
- 27.6. The Authority or representative of the Authority shall monitor the replacement or reinstallation done by the Operator and shall determine whether the replaced or reinstalled bus component/spare parts/batteries/hardware/software/instrument is the same or equivalent quality as originally provided or installed in the Contracted Bus. In the event that the Authority or representative of the Authority determines that the replaced or re-installed bus component/spare parts/batteries/hardware/software/instrument is of an inferior quality then the Authority shall consider this an Operator's Event of Default.
- 27.7. In the event of such breach in security, the Operator shall extend all co-operation to the Authority including but not limited to filing complaint to the police and undertake any other investigation as directed by Authority.
- 27.8. Operator shall replace batteries/ replenish charging infrastructure at its own cost if need so arise to comply with Assured Availability during the Contract Period.

## **28. ROLES, RESPONSIBILITIES AND OBLIGATIONS OF THE OPERATOR AND THE AUTHORITY**

### **28.1. Obligations of the Operator**

In addition to the terms and conditions of this Agreement, the Operator shall perform the following obligations. The Operator shall:

28.1.1. Operator shall deploy the fully built Electric buses in accordance with terms and condition set forth in this Agreement.

#### **28.1.2. Operation and Maintenance of Contracted Buses:**

- a) Operate and maintain the Contracted Buses in accordance with Specifications, maintenance manual and other information provided in Annexure to the Agreement.
- b) Use the Contracted Buses only for the purpose of providing Bus Services in accordance with this Agreement and shall not use the Contracted Buses for any other purposes;
- c) Allow access to the Contracted Buses to all members of the public without any prejudice or discrimination;
- d) Ensure that all recruited drivers shall hold commercial heavy-duty vehicle license with minimum experience of 2 years of operating passenger buses with PSV badge. Licenses of drivers shall be submitted to Authority for verification before deployment. In addition, before deployment of any driver/s, the Operator shall arrange to verify, through appropriate tests, the knowledge, skills and expertise of the proposed drivers and obtain an acceptance certificate from Authority for deployment of each driver. When on duty, the driver shall always carry this certificate. No driver without the said certificate shall ever be deployed on the Buses provided for the Bus operation of the Authority. Further, if any driver is found to be wanting in the requisite skills, knowledge, and responsibility, Authority reserves the right to ask for replacement of such a driver by a duly qualified driver and the Operator shall forthwith comply with this requirement immediately.
- e) Make drivers and technicians undergo orientation / familiarisation training programme at Kalyan. Operator would also arrange for space, the training bus, etc for said training programme at his cost.
- f) The training program shall be organised by the Operator on periodic basis as an ongoing activity of providing primary training to newly recruited drivers and technicians as well as up gradation training to existing manpower.
- g) Ensure the highest standards of cleanliness both inside and outside the Contracted Bus at the time of reporting for the first shift of operations of the bus service of the day;
- h) Ensure safety and security of the passengers, personnel and any third party using the Contracted Buses. The Authority may impose penalties/damages for breach of safety, maintenance and operating requirements;
- i) Ensure safety and security of the Contracted Buses against theft or other forms of damage;
- j) Submit invoices in a timely manner in accordance with the terms contained herein;
- k) Maintain working capital equivalent to at least 2 (TWO) month's Operator Payment payable by Authority;
- l) Pay all amount due and payable including but not limited to damages and/or fines to the Authority as per terms of Agreement without any delays;
- m) Ensure that the Contracted Buses stop to pick up and allow the passenger to get off at the nominated bus stations;
- n) Provide and maintain (and keep up to date) first aid box in each Contracted Bus during Contract Period;
- o) Keep available any and all equipment, spare batteries, charging infrastructure, consumable, machine or material that is required for the uninterrupted and continuous

operation, management and maintenance of the Fleet at all times and places during the Contract Period;

- p) Make adequate arrangement for Maintenance of Buses overhauling of bus aggregates, repair and replacement of tyres, repair of bus bodies, repair of accidental buses, repair of charging infrastructure and bus batteries etc to the satisfaction of the Authority.
- q) Make adequate arrangement either in-house or outsourced for attending to road calls on-line, towing of failed vehicles if required, clearance of bus ways, etc in least possible time.
- r) Shall not tamper or interfere with any equipment, instrument or system installed by Authority including the GPS tracking facilities and any other IT and Contracted Bus monitoring devices provided in the Contracted Buses to enable provision of safer Bus Services to the passengers.
- s) Shall ensure the air conditioners provided in the Contracted Buses are operated and maintained in good working condition as per the design capacity, failing which the Authority shall have the right to impose fines in relation thereof.
- t) All provisions of this document would be applicable, mutatis mutandis, for providing buses for operation during night shift if so required and or full complement of buses required on festival days / special occasions etc as decided by Authority.
- u) Ensure at its own cost and expense and keep available at all times, any and all equipment, charging infrastructure, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Bus Service and the implementation of this Agreement. It is clarified that all the costs, including costs relating to the equipment, material and consumables shall be solely borne by the Operator.
- v) Submit the copy of the Employee State Insurance and Provident Fund challans to the Authority every month; and
- w) Agree to comply with all Applicable Laws including labour and local laws, pertaining to the employment of labour, staff and personnel engaged by it for implementing the Project, that are now or may in the future become applicable to Operator's management, operation and maintenance of the Project, and personnel/ drivers, engaged in such operations covered by this Agreement or accruing out of the performance of Bus Services and operations contemplated hereunder. The Operator shall be solely responsible and liable for compliance with all Applicable Laws, including labour and local laws, pertaining to the employment of labour, staff and personnel engaged by it for implementing the Project.
- x) Regarding dress color code is required for Traffic Employee is Khaki Color and Workshop employee is Dark blue color.

### **28.1.3. Co-operation with the Authority**

- a) cooperate with the Authority and/or any third party appointed by Authority for the purposes of establishing or operating any equipment, instruments or systems in the Contracted Buses or Bus Depots, Terminals and/or Parking Spaces;

- b) make adequate communication arrangements / develop communication facilities / centre for effective and efficient, timely communication of all incidents/ accidents/ breakdowns etc. to relevant authorities / persons / officials.
- c) cooperate with the Authority and/or any third party appointed by the Authority for the purpose of collection of Passenger Fare;
- d) co-operate with the Authority or any third party appointed by the Authority in relation to the installation, operation, and maintenance of the ticket vending and collection of fare through hand held machines if required. The Authority, its personnel, and authorized Operators shall have complete access to such ticket vending and validation machines and shall not be in any manner obstructed by the Operator, its personnel, or Operators, and the said machines shall in no manner be tampered with or damaged by the Operator or its personnel;
- e) cooperate with the Authority for the purposes of monitoring and supervision of the quality, efficiency and adherence of the Operator to other contractual arrangements pertaining to Project.
- f) maintain log books, bus wise, and all maintenance work / activities pertaining to each bus shall be entered there-in on regular basis. Authority shall be free to inspect logbooks at all times and the Operator shall make log books available to Authority or it's representative and answer all queries to it's satisfaction.
- g) respond to all notices, letters , communications received from Authority within the given time frame;
- h) provide all information, data, records, documents or information as may be required by Authority or its representatives, from time to time; and
- i) Participate in all the meetings, discussions as directed by the Authority from time to time.

**28.1.4. Compliance with the terms of the Warranty and Good Industry Practice**

- a) shall comply with all terms of Warranty and instructions that are provided by Bus Manufacturer ;
- b) undertake all preventive and corrective maintenance in compliance with terms of the Warranty as provided by the bus manufacturer, standards and instructions as may be notified by the Authority from time to time and in accordance with Good Industry Practice;
- c) carry out major overhauls of the Contracted Buses according to the number of kilometres travelled as per terms of the warranty as provided by the Bus manufacturer, standards and instructions as may be notified by the Authority from time to time and in accordance with Good Industry Practice;
- d) shall comply with all the literature provided by bus manufacturer in terms of manuals, operating, and maintenance and safety instructions/manual to the Operator. The Operator shall be responsible for understanding the working of Contracted Buses allotted to it in all aspects specified above including safety features. Operator shall abide by the instructions specified in the operating, and maintenance and safety instructions/manual all times during the Contract Period. The inspection procedures for

the frequency and type of the inspection for each technical condition criteria as specified therein for

- e) Contracted Buses shall be complied by the Operator;
- f) notify defects of any bus component or equipment and/or monitoring device to Authority and take prompt and immediate action as per the instructions of the Authority at Operator's own cost and expense, as per the instructions issued by the Authority.

#### **28.1.5. Record and Reporting Requirements**

- a) Maintain record of all preventive maintenance activities shall be kept in the bus maintenance log book and duly authenticated by the person in charge of carrying out Contracted Bus maintenance. The Operator shall submit the
- b) log books for inspection by Authority staff as and when demanded;
- c) submit to the Authority in a format as specified by the Authority from time to time:
  - i) A monthly report which shall include but not be limited to:
    - Progress reports
    - Status of all risks and issues.
    - Status of readiness the skilled staff to operate Contracted Buses and supervise Contracted Bus operation.
    - Status of Contracted Buses with regards to roadworthiness and compliance with highest maintenance standards/manufacture's manual or instruction.
  - ii) Report on an immediate basis reporting incidents requiring urgent attention of the Authority such as accidents, theft, etc.
  - iii) Submit a summary of all the complaints on a monthly basis to Authority.
  - iii) Submit copy of certificate of road worthiness of the Contracted Buses periodically every quarter.

#### **28.1.6. Inspection**

Make available Contracted Buses to the Authority or its authorised personnel for inspection as and when required/instructed by Authority for assessment of compliance with maintenance and roadworthiness.

Upon such inspections any suggestions/instruction received from the Authority with regards to corrective actions, maintenance requirement, part replacement requirement, shall be implemented by the Operator at its own cost within [15 (fifteen)] days or a reasonable time period as specified by the Authority. In case of non-rectification/non action of such instruction within stipulated time period, the Authority may replace or rectify such defect at its own cost and such expenses borne by the Authority shall be reimbursed by the Operator on an immediate basis.

It is hereby clarified that the Authority at its sole discretion, if it determines that such events are occurring on regular basis or are causing undue interference with the Bus Services, may: (i) impose fines and/or damages in accordance with the terms contained herein; and/or (ii) terminate this Agreement.



### **28.1.7. Repair and Replacement**

Subject to obtaining prior written permission of the Authority and any instructions/specifications issued by the Authority, the Operator may if need so arises, replace or install any equipment or accessory for beyond the specifications inside or on the outside of the Contracted Buses. In the event the Operator replaces or installs any equipment or accessory in accordance with this provision, it shall ensure that such additional equipment or accessory is compatible with the existing bus components, parts, software, accessories, or equipment.

### **28.1.8. Appointment of Drivers and Staff**

a) **Appoint:**

- (i) Drivers holding a valid licence and Public Service Vehicle (PSV) badge for driving passenger bus for a minimum period of [5 (five)] years , before the Execution Date in accordance with the Motor Vehicles Act, 1988; and submit the license of all appointed drivers to the Authority before deployment of the Contracted Buses; and
- (ii) Appoint either on a temporary, permanent or contractual basis trained and skilled staff for operation, maintenance, and supervision of the Contracted Buses and Electrical and Civil Infrastructure facilities related thereto at his cost for services as per the Agreement.

Provided however, the Authority may require the Operator, to remove any person employed for the Bus Services, who in the opinion of the Authority:

- persists in any misconduct,
- is incompetent or negligent in the performance of his duties,
- fails to conform with any provisions of this Agreement, or
- persists in any conduct which is prejudicial to safety, health, or the protection of the general public / environment.

- b) be solely and exclusively responsible for all drivers, employees, workmen, personnel and staff employed for the purposes of implementing the Agreement. The Operator shall ensure that all personnel and staff are under its supervision so as to provide the Bus Service in a safe and efficient manner to the public.

Provided, however the Authority shall not be liable for any payment or claim or compensation (including but not limited to compensation on account of death/injury/termination) of any nature to such foregoing persons at any point of time during tenure of this Agreement or thereafter and the Operator shall keep the Authority indemnified in this regard.

- c) ensure that all drivers, personnel and staff shall wear uniform as approved by Authority and are well behaved with passengers and officials of Authority. The Operator shall at its own cost and expense provide uniforms and shall ensure that clean uniforms shall be worn by drivers and any other personnel and staff employed at all times when they are on duty and doing any act in relation to providing the Bus Service under this Agreement.

- d) hold periodic training sessions for drivers, staff and all personnel (temporary or on contractual or permanent basis) so as to ensure to implementation of Bus Services efficiently.
- e) ensure that the drivers and other personnel engaged by the Operator do not involve in any subversive activities, disruption in normal services and inconvenience or/and harassment to the commuters/users The drivers and other personnel engaged by the Operator are required to be police verified.
- f) be responsible for all the costs and expenses of maintenance, operation, employment of drivers and other personnel including but not limited to travel, training of its employees, and vendors engaged by the Operator in connection with the implementation of this Agreement.
- g) make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Operator's obligations under this Agreement and shall at all times be the principal employer in respect of such labour and personnel.

**28.1.9. Appointment of Operator's Manager**

The Operator shall appoint, at each of the depot, qualified personnel to supervise and manage day to day operations and maintenance of the contracted buses and Maintenance of Transformers, chargers and associated electrical and civil infrastructure and to act as a single point contact to manage all the communications and correspondence with Authority ("Operations Manager").

**28.1.10. Payment of Taxes and Duties**

Subject to Clause 25, make timely payment of all taxes and duties due and payable under Applicable Law.

**28.1.11. Payment of Fines**

Shall ensure that it promptly pays any fines or damages that may be imposed for any defaults in compliance with traffic rules or other Applicable Laws in relation to the operation of the Bus Service.

28.1.12. Bear the costs associated with electricity consumed for lighting and repair and maintenance activities and water charges as per clause 20.6.

**28.1.13. No Alterations or Modifications of the Contracted Buses**

- a) ensure that there are no alterations in the Contracted Buses or any part thereof made at any point of time including the colour of such Contracted Buses without the prior written approval of the Authority.
- b) ensure that no additional or new equipment, hardware or software is installed or used in the Contracted Buses without prior approval of Authority.
- c) shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities and any other equipment without prior approval of Authority.

**28.1.14. Complaints Redressal**

- a) Maintain a complaints register on every Contracted Bus, and shall ensure that the Complaint Register is not tampered with in any manner at any point of time.

- b) Take appropriate action as per the instructions notified by the Authority in relation to any complaint made by the passenger or user of the Contracted Bus or any third person in relation to the Bus Service.

28.1.15. Provide APIs and Interfacing protocols of ITS Components to Authority so as to ensure compatibility and integration of Operator's ITS Equipment with Authority's ITS System.

## **28.2. Rights of the Operator**

The Operator shall have right to:

- 28.2.1. receive Operator Payment from the Authority as per the terms mentioned in this Agreement;
- 28.2.2. receive support for obtaining required permits and sanctions from the government, or local body and to obtain assistance and support in dutifully carrying out the obligations as provided for in this Agreement as may be within the purview and general jurisdiction of the Authority;
- 28.2.3. use Parking Space subject to the terms of the Bus Parking Space Lease Agreement and the terms provided herein; and
- 28.2.4. Operate and maintain the Contracted Buses on the Routes as per conditions set forth in the Agreement.
- 28.2.5. Expect Transfer of Contracted Buses after completion of contract as per the terms specified in Clause 39 of the Agreement

## **28.3. Authority's Rights and Responsibilities**

In addition to the terms and conditions of this Agreement, the Authority shall:

- 28.3.1. Provide provisions for water and electric connection to the Parking Space during the Agreement Period; Further required and necessary Infrastructural requirements shall be dealt with by Operator.
- 28.3.2. Provide to the Operator the Bus Depot right to use to the Operator in accordance with the terms of this Agreement and Depot License Agreement
- 28.3.3. Obtain, at its own cost, Route licenses (stage carriage permits) from the RTO, and allow the Operator to operate the buses on its behalf under these Licenses;
- 28.3.4. Provide APIs and Interfacing protocols to Operator so as to ensure compatibility and integration of Operator's ITS Equipment with Authority's ITS System.
- 28.3.5. Establish and operate a Central Control Centre to:
  - (i) Register complaints, public grievances in relation to the Bus Services being undertaken by the Operator under this Agreement; and
  - (ii) Monitor and supervise the functioning of the Operator; (iii) maintain records and reports in relation to the implementation of the Project;
- 28.3.6. Provide assistance, on a best effort basis, in obtaining the Operator Clearances, provided the Operator has made the applications for such permits/ clearances to the concerned government authorities and is otherwise in compliance with the terms applicable for grant of the same;
- 28.3.7. Conduct regular inspections of Contracted Buses and the Project at any time during the Contract Period. The Authority may penalise traveller commuting without ticket in cash as determined by the Authority;

- 28.3.8. provide the right of use and right of way to the Operator, in respect of the space for parking of Contracted Buses, together with the right to use and right of way for such space only for the purposes set forth in this Agreement;
- 28.3.9. have the right to levy damages and or fines as provided in this Agreement and in the event the Operator fails to make payments of such fines, the Authority shall have the right to deduct the same from the payments for Km charge and / or Performance Security
- 28.3.10. have the right to issue operating instructions and any other advisory or instruction as deemed necessary to maintain highest standards of Bus Services including safety, functionality and operationality of the Bus Services.

In this regards all final decision will be taken by the Transport Manager.

## **29. INSURANCE**

### **29.1. Insurance During the Contract Period**

- 29.1.1. The Operator shall, from day one from the date of signing of Agreement at its cost and expense, purchase and maintain insurances, as per law of India and as per prudent market practices starting from COD and handover of Parking Space Premises up to the end of the Contract Period such, including but not limited to the following;
- 29.1.2. Insurance of Contracted Buses and payment of RTO registration charges as per Motor Vehicle Act for registration of Buses in name of Operator and insurance/ RTO charges if any for all subsequent years of contract.
- 29.1.3. 100% replacement cost for any loss and damages to the Authority's Property/Project Asset/Premises/Parking Space with Authority as beneficiary. Shortfall in insurance cover, if any, shall be borne by the Operator.
- 29.1.4. Operator's all risk insurance with the Authority as co-beneficiary;
- 29.1.5. a) The Operator shall obtain Comprehensive third party liability insurance for all the contracted Buses as per MV act for every year of Contract Period.
- b) The Operator shall obtain Comprehensive third party liability insurance for Transformer and Chargers as per applicable laws.
- 29.1.6. 100% insurance of employee compensation and other liability as per Workmen's Compensation Act 1923.
- 29.1.7. Any other insurance that may be necessary to protect the Operator, its employees and the Project Asset against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items 29.1.2 to 29.1.6 with the Authority as beneficiary/co-beneficiary.
- 29.1.8. The Operator shall be responsible to pay the premium regularly and maintain the insurance policies specified above all the time during the Contract Period. Operator shall be solely responsible for failure of its renewal and liabilities arising thereof shall be payable by operator.
- 29.1.9. Apart from above, any liabilities arising out of or incidental to accidents in which Contracted Buses are involved shall be on account of the Operator and shall have to borne by the Operator including any compensation payable, whether such compensation payments becomes claimed, or paid during or after the currency of the contract. Authority shall not be

responsible for payment of any such compensation to aggrieved parties on accounts of accidents of any kind involving the Contracted Buses.

## **29.2. Evidence of Insurance Cover**

29.2.1. The Operator shall at the time of entering into Agreement with the Authority and thereafter from time to time, provide to Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with Operator Agreement.

29.2.2. If Operator shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto, Authority shall have the option to take or keep in force any such insurance, and pay such premium and recover all costs thereof from Operator.

## **29.3. Application of Insurance Proceeds**

29.3.1. Subject to the provisions of this Agreement, all moneys received under insurance policies shall be promptly applied by the Operator towards repair or renovation or restoration or substitution of the Project Asset or any equipment/part thereof or Third party Property which may have been damaged or required repair/modification.

29.3.2. The Operator shall carry out such repair or renovation or restoration or substitution in such manner that Project Asset, or any part thereof, shall, after such repair or renovation or restoration or substitution shall be in the same condition as they were before such damage or destruction.

29.3.3. For insurance policies where the Authority is the beneficiary and where it received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the Project Asset.

## **29.4. Validity of Insurance Cover**

29.4.1. The Operator shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to the Authority for each year/policy period. If at any time the Operator fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this Agreement, Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Operator forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

## **30. DAMAGE TO CONTRACTED BUSES DUE TO VANDALISM**

30.1. In the event that any damages or need for repairs to the Contracted Buses, Bus Station, Terminals and Bus Station/or Parking Spaces or any other asset provided by the Authority arises during the Contract Period on account of Vandalism, the Operator shall be required to make good the damages and repair the Contracted Buses to the original conditions at the cost of Operator. No reimbursement of any kind shall be available to the Operator for any such damage or loss, including for loss of full bus. In case of loss of full bus, Operator shall replace the lost bus with another bus of same configuration, specifications, make and vintage. In all cases, the repair, servicing and rectification Service or replacement shall be undertaken by the Operator at its own cost to the satisfaction of Authority.

For the purpose of this clause, "Vandalism" is defined as destroying or damaging Contracted Buses, Transformers, chargers and the electrical and civil infrastructure deliberately and/or for

no reasons attributable to omission of act or breach of obligation of the Operator by the persons other than the employee or sub-contractor of the Operator.

Provided however, damage to Contracted Buses or any part thereof due to regular wear and tear, or breach of maintenance obligations or any other obligations by the Operator and/ or omission of act by the Operator shall be the liability of the Operator.

In such cases, the repair, servicing and rectification Service shall be undertaken by the Operator at its own cost to the satisfaction of Authority.

### 31. FINES/DAMAGES

- 31.1. Without prejudice to and notwithstanding any other provision of this Agreement pursuant to which the Operator is liable to pay fines/damages, the Operator shall be liable to pay damages/fines during the Payment Period to the Authority in respect of the deficiencies/events provided in Annexure of this Agreement (“Fines”).
- 31.2. Fines in respect of said specified deficiencies/events for Contracted Bus shall be as provided in Annexure 1 to this Agreement.
- 31.3. The total Fines payable to the Authority in any Payment Period in terms of this clause in respect of all the categories of buses shall be computed by arriving at the arithmetic sum computed for each such category (“Aggregate Fines”).

### 32. MONITORING

#### 32.1. Evaluation of Performance of Operator

32.1.1. The Authority shall review the performance of the Operator, based on three sets of parameters, indicated broadly as follows;

Sr. No.	Performance Parameter	Appraisal Period	Time	Mode of appraisal
1	Bus Maintenance	Monthly and Random	Checking	Physical checking
2	Bus Operations	Daily basis		By actual survey or through GPS system connected with Central Control Centre and operations registers to be maintained by the Operator and inspected by the Authority.
3	Staff Behaviour	Through random checking		Physical checking during operation hours, complaint call and letters from passengers

32.1.2. In the event the Operator fails to perform any parameter as highlighted in sub-clause (i) above it shall be liable to pay damages to the Authority for such non-performance in accordance with ANNEXURE 1 to this Agreement.

32.1.3. In the event the Operator fails to perform any parameter as highlighted in sub clause (i) above it shall be liable to pay damages to the Authority for such non-performance in accordance with ANNEXURE 1 to this Agreement subject to a maximum of Rs.50,000 Per Bus Per Year

### **33. CONFIDENTIALITY OBLIGATIONS OF OPERATOR**

#### **33.1. Protection of Confidential Information**

The Operator shall not without Authority's prior written consent use, copy or remove any Confidential Information from Authority's premises, except to the extent necessary to carry out Operator's obligations hereunder. Upon completion or termination of each assignment hereunder, Operator shall return to Authority all documents or other materials containing Authority's Confidential Information and shall destroy all copies thereof.

For the purpose of this Clause, the term "Confidential Information" means the information or document which is specifically marked by the issuer/provider of information as confidential or otherwise clearly marked as confidential or proprietary, and shall include any proprietary or confidential information of Authority relating to the Bus Services provided under the Agreement in relation thereto and information relating to Authority's business or operations.

Confidential Information shall not include information which:

- a. Is or becomes generally available to the public without any act or omission of Operator;
- b. Was in Operator's possession prior to the time it was received from Authority or came into Operator's possession thereafter, in each case lawfully obtained from a source other than Authority and not subject to any obligation of confidentiality or restriction on use;
- c. Is required to be disclosed by court order or operation of law; in such event, Operator shall so notify Authority before such disclosure; and
- d. Is independently developed by or for Operator by persons not having exposure to Authority's Confidential Information.

**33.2.** The Operator is under an obligation to protect Confidential Information under this Clause for a period of three (3) years after the expiry or termination of this Agreement.

#### **33.3. Intellectual Property Rights**

- a) Operator shall acknowledge and agree that any and all hardware, software, and / or firmware developed by Authority in relation to the Project and any modifications thereto or works derived there-from shall be the exclusive property of Authority at all times and Authority shall retain all right, title and interest in and to the same. Provided however that the Operator shall have the right to possess and use the same during the Agreement Period for purposes of effective implementation, operation and maintenance of the Project on specific approval of the same by Authority.
- b) After the expiry or termination of the Agreement Operator shall have no right, title or interest in or to any work including without limitation the designs, software, modifications or facilities developed at the allotted sites by Operator for Authority under the Project for any purpose whatsoever.
- c) For purposes of the Agreement the terms "software", "software programs" shall include without limitation the specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided at the sites by the Operator in relation to the Project pursuant to the Agreement.

## 34. EVENT OF DEFAULT AND TERMINATION

### 34.1. Operator's Event of Default

Any of the following events shall constitute an Event of Default by the Operator ("Operator's Event of Default") unless such event has occurred as a result of a Force Majeure Event:

- 34.1.1 Operator is in breach of any of its obligations under this Agreement and the same has not been remedied for more than [60 (sixty)] days;
- 34.1.2 A resolution for voluntary winding up has been passed by the shareholders of the Operator;
- 34.1.3 Any petition for winding up of Operator has been admitted and liquidator or provisional liquidator has been appointed or Operator has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Operator under this Agreement;
- 34.1.4 Operator fails to comply with the Applicable laws, rules and regulations.
- 34.1.5 Operator does not abide by Consortium conditions specified in Agreement and elsewhere in the RFP.
- 34.1.6 Operator does not share APIs and Interfacing protocols of its ITS equipment with Authority.
- 34.1.7 Any representation made or warranties given by the Operator under this Agreement or under the RFP document is found to be false or misleading.
- 34.1.8 Operator fails to maintain/ refurbish/ replenish the Performance security as per terms of this Agreement.
- 34.1.9 Operator stands incapable of supply of single fully built bus as per the specifications.
- 34.1.10 Operator suspends or abandons the operations of Contracted Buses without the prior consent of Authority, provided that the Operator shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was
  - (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or
  - (ii) is on account of a breach of its obligations under this Agreement by the Authority.
- 34.1.11 The Operator repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- 34.1.12 The Operator failed to make any payments/damages/damages due to Authority within period specified in this Agreement or indicated by Authority without any valid reason.
- 34.1.13 The Operator failed to perform any of the Operator's obligations, which has a Material Adverse Effect on the Agreement
- 34.1.14 Operator creates an Encumbrance over the Bus Depot, Terminals or Parking Spaces.
- 34.1.15 Operator fails to adhere to the timelines set forth in the Agreement for performance of Operator's obligations there under; and reason thereof damages as provided in Clause 31 exceeds value of Performance Security;



- 34.1.16 Repeated occurrence of breach of Operator's obligations specified in this Agreement and which shall not be remedied in Remedial Period specified by Authority; and
- 34.1.17 Any other default/breach of its obligation by the Operator, for which default/breach termination has been prescribed in terms of this Agreement.
- 34.1.18 The Operator fails to repay any debt / loan raised by the Operator for the purpose of financing the Bus Body Building from institutional Lenders such as Banks.

### **35. AUTHORITY'S EVENT OF DEFAULT**

35.1. Any of the following events shall constitute an Event of Default by the Authority (Authority's Event of Default) unless such event has occurred as a result of a Force Majeure Event:

35.1.1. The Authority is in Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of occurrence thereof.

35.1.2. The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement (for example Authority fails to renew stage carriage license/permit, demands withdrawal of the Contracted Buses etc.)

### **36. TERMINATION DUE TO EVENT OF DEFAULT**

#### **36.1. Termination for Operator's Event of Default**

- a) Without prejudice to any other rights or remedies, which the Authority may have under this Agreement, upon occurrence of an Operator Event of Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Operator; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Operator of its intention to issue such Termination Notice and grant minimum 45 ( Forty Five ) days or such other reasonable period as the Authority deems fit at its sole discretion to the Operator to remedy the default ("Remedial Period") and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default to the satisfaction of the Authority, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Agreement.
- b) In the event of termination for an Operator Event of Default, the Authority shall:
  - i) In case such termination occurs due to non-supply of buses as per agreement conditions,
    - a) Release bus(es) supplied to Authority to the Operator
    - b) Be entitled to invoke and retain the Performance Security amount in full;
  - ii) In case such event occurs after COD
    - a) Takeover peaceful possession without any Encumbrance of, Bus Parking Space, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator.
    - b) Be entitled to invoke and retain the Performance Security amount in full;
    - c) Release bus (es) under operation from the duty.

#### **36.2. Termination for Authority's Event of Default**

- a) Without prejudice to any other right or remedies which the Operator may have under this Agreement, upon occurrence of Authority's Event of Default, the Operator shall be entitled to

terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Operator shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 45 ( Forty Five )days or reasonable period to the Authority to remedy the default and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default, issue a Termination Notice.

- b) Upon Termination of this Agreement on account of Authority's Event of Default, the Authority shall:
- i) Pay any sum due and payable as the Operation Payment by the Authority till date of such termination
  - ii) Takeover peaceful possession without any Encumbrance of all Civil Infrastructure built by the Operator for the Project, Parking space within Bus Depots, Terminals, Parking, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator
  - iii) Refund/ release of performance security in full provided there are no outstanding dues of the Authority on the Operator.
  - iv) Transfer of the Bus Services of the Bus Operator to a similar system of Bus Service operating under the jurisdiction of Authority on the following terms and conditions:
    - a. The Applicable Kilometre Charge payable per km for Bus operations shall be the same as that determined under this agreement.
    - b. The balance terms and conditions for operations and maintenance and all associated matters shall be similar to what is prevailing in the system to which the Buses are transferred.

## **37. FORCE MAJEURE AND CHANGE OF LAW**

### **37.1. Force Majeure**

37.1.1. For the purposes of this Agreement the expression "Force Majeure" or "Force Majeure Event" includes acts of God, war, revolutions, hostility, civil commotions, strikes, fires, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, Lockdown etc. except electrical supply failure and if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event: (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

37.1.2. As soon as practicable and in any case within [seven(7) days] of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party, inter alia, the following in reasonable detail:

- a) the nature and extent of the Force Majeure Event;
- b) the estimated duration of the Force Majeure Event;
- c) the nature of and the extent to which, performance or any of its obligations under this Agreement is affected by the Force Majeure Event;
- d) the measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performances of such of its obligations affected thereby; and

- e) any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under this Agreement.
- 37.1.3. As soon as practicable and in any case within [5 (five) days] of notification by the Affected Party in accordance with the preceding sub clause (a), the Parties shall, hold discussions in good faith in order to:
- a) assess the impact of the underlying Force Majeure Event;
  - b) to determine the likely duration of Force Majeure Period; and
  - c) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event;
- 37.1.4. The Affected Party shall during the Force Majeure Period provide to the other Party representative regular (which shall not be less than weekly) reports concerning the matters set out in the preceding sub-clause (b) as also any information, details or document, which the other Party may reasonably require.
- 37.1.5. If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligation to the extent it is unable to perform the same on account of such Force Majeure Event provided that:
- a) due notice of the Force Majeure Event has been given as required in accordance with the terms contained herein;
  - b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
  - c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or likely to be caused to the Project as a result of the Force Majeure Event and to restore the Bus Services affected as a result of the Force Majeure Event in accordance with the Good Industry Practice and its obligations under this Agreement;
  - d) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect, and shall promptly resume performance of its obligations hereunder the non-issue of such notice being no excuse for any delay in resuming such performance;
  - e) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event, and which are capable of being performed in accordance with the Agreement; and if any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.
- 37.1.6. If the inability on account of Force Majeure to perform continues for a period of more than [three (3) months], each Party shall have the right to be released from further performance of the Agreement, in which case, neither Party shall have the right to claim damages from the other.

All prior performance shall be subject to the terms of this Agreement.

37.1.7. Upon Termination of this Agreement on account of a Force Majeure Event, the Operator shall be entitled to receive;

- a) Pay any sum due and payable as the Operation Payment by the Authority till date of such termination
- b) Refund/ release of performance security in full provided there are no outstanding dues off the Authority on the Operator

### **38. CHANGE OF LAW**

38.1. Change in Law shall mean the occurrence or coming into force of any of the following, after the date of execution of this Agreement:

- a) The enactment of any new law;
- b) The repeal, modification or re-enactment of any existing law;
- c) A change in the interpretation or application of any law by a court of record;
- d) Any order, decision or direction of a court of record; and
- e) Any change in the rate of any of the taxes that have direct effect on the Agreement;

Provided, however, Change in Law shall not include:

- a) Coming into effect, after the Execution Date, of any provision or statute which is already in place as of the date of execution of this
- b) Agreement;
- c) Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the
- d) Effective Date which is a matter of public knowledge;
- e) Non availability of any spare part, equipment, component due to price escalation or otherwise

38.2. Upon occurrence of a Change in Law, the Operator shall notify the Authority of the following:

- a) The nature and the impact of Change in Law on the Agreement and Project; and
- b) Upon receipt of the notice of Change in Law issued by Operator pursuant to preceding sub-clause, the Authority and the Operator shall hold discussions in relation thereof.

### **39. HANDBACK ON TERMINATION**

39.1. The Operator shall retain the title and ownership of Contracted Buses in relation to the Project under this Agreement during the Agreement Period.

39.2. After successful completion of agreement period, Operator shall take back all transformers, Buses and Chargers, entire Electrical infrastructure including Electrical systems, its sub systems, its parts used for Project, hardware, software, firmware, and deliverables under the Project, besides any equipment's, parts, installed by the Authority in sound condition.

39.3. In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover all civil infrastructure including its parts used for Project, operating conditions condition to the Authority, besides any equipment's, parts, installed by the Authority in sound condition.

39.4. In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover free from

Encumbrances the peaceful possession of all awarded/allotted space within Bus Depots, Parking Spaces, Terminals, and any other assets installed or developed by Authority including without limitation any and all hardware, software, firmware, and deliverables in sound condition.

39.5. The Operator shall have no right to seek the transfer of the Bus Parking Spaces or any other immovable asset that may be provided by the Authority to the Operator, and the Authority shall retain the title, and ownership in relation to such assets at all times.

39.6. Any immovable infrastructure, which may be constructed by the Operator shall be transferred by the Operator to the Authority.

## **40. DISPUTE RESOLUTION**

### **40.1. Amicable Resolution**

40.1.1. Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non-completion of the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth below.

40.1.2. Either Party may require the Dispute to be referred to the Commissioner, KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING for amicable settlement. Upon such reference, both the Operator and Commissioner, KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions of clause 40.2 below.

### **40.2. Arbitration**

#### **40.2.1. Arbitrator**

In the event of any dispute arising between the Parties in relation to or under this Contract, the same shall be settled by arbitration. Arbitrator is Hon.ble Commissioner of KDMC. The decision of the arbitration tribunal shall be final and binding.

#### **40.2.2. Place of Arbitration**

The place of arbitration shall be City of Kalyan.

#### **40.2.3. Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English/Marathi and, if oral hearings take place, English/Marathi shall be the language to be used in the hearings.

#### **40.2.4. Procedure**

The procedure to be followed within the arbitration and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

#### 40.2.5. Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

#### 40.2.6. Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrator. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

#### 40.2.7. Performance during Arbitration

Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

### 41. SUB CONTRACT

41.1. The Operator shall be allowed to sub contract the Bus Operation and Bus Maintenance with approval from Authority provided;

- (i) Sub-contractor for Bus Operation shall meet minimum qualification criteria specified in Volume 1 of RFP with prior approval from the Authority.
- (ii) Maintenance of Contracted Buses, Transformers, chargers, complete electrical and civil infrastructure shall be the responsibility of Bus Manufacturer.

### 42. INDEMNITY

42.1. The Operator shall at all times, i.e. during the Contract Period and at any time thereafter, defend, indemnify and hold the Authority harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to person or injury to property, or other tort claims) and expenses (including costs incurred in defending itself in court proceedings) arising out of or relating to the breach by Operator of any covenant representation or warranty or from any act or omission of the Operator or his agents, employees or sub-contractors.

42.2. The Operator shall be liable for and make good any damages which may be caused to Authority or to third parties, for non-compliance of any of its statutory/contractual obligations and responsibilities with respect to any party.

42.3. The Operator shall be liable and make good to Authority any damages or statutory claim like Motor Accident Claim which may be caused to Authority for any negligence on the part of Operator or its employees.

### 43. MISCELLANEOUS

#### 43.1. Governing Law and Jurisdiction

43.1.1. This Agreement shall be governed and interpreted in accordance with the laws of India.

43.1.2. The Courts of Kalyan alone shall have exclusive jurisdiction over all matters arising out of or in respect of the Agreement.

#### 43.2. No waiver of rights and claims

Any forbearance, toleration or delay in invoking any of the rights or claims accruing in favour of any party under the terms of this Agreement shown or made by such a party in whose favour such rights or claims might have vested by virtue of this Agreement shall neither constitute nor be construed to be a waiver of such rights or claims accruing in respect of such a party.

#### 43.3. Schedules and Annexure

All schedules and annexures and other explanatory details attached to this Agreement shall be deemed to be a part of this Agreement.

#### 43.4. Supersession of earlier Agreements

This Agreement represents the entire Agreement between the Authority and the Operator, and all agreements, correspondence, notes or any other document submitted or understandings made or reached by and between the Parties inter se in respect of the subject matter of these presents prior to the date hereof shall be deemed to have been superseded and revoked on the execution of this Agreement.

#### 43.5. Notices

Unless otherwise stated, notices to be given under this Agreement shall be in writing and shall be given by hand delivery/ recognized international courier, mail, telex or facsimile and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Authority

(Name of the Concerned Official)

KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING,  
Head Office - Shankarrao Chowk, Kalyan (West) 421301.

If to the Operator

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices under this Agreement shall be in Marathi/English.

#### 43.6. Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only one Agreement.

#### 43.7. Assignment

Assignment of this Agreement, or any rights or duties hereunder shall be made in whole or in part by any Party at any point of time during the Contract Period **with the prior approval of KDMTU.**

Provided, however, the Operator may sub-contract operation of the Bus Services with the prior approval of the Authority as per clause 41.

Provided, further that, under no circumstances shall the Operator be absolved of his rights, duties, obligations under the terms and conditions of this Agreement, and the Operator shall be solely and exclusively responsible for the implementation of this Agreement.

#### **43.8. No Partnership**

Nothing herein contained shall be construed to constitute a partnership between Authority and the Operator, or to constitute either party as the agent of the other and neither party shall hold itself out as such.

#### **43.9. Severability**

If any provision of this Agreement shall be declared illegal, void or unenforceable, the same shall not affect the other provisions herein which shall be considered severable from such provision and shall remain in full force and effect.

#### **43.10. Representation and Warranties**

##### **43.10.1. Representation and Warranties of the Authority**

The Authority hereby represents, assures, confirms and undertakes to the Operator as follows:

- a. That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted, and to enter into this Agreement;
- b. That it has full power, capacity and Authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedure required to authorise the execution, delivery and performance of this Agreement;
- c. Nothing in this Agreement conflicts with its constitutional Authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- d. All approvals and permissions as are necessary for the execution of this Agreement have been obtained, all the required procedure for the due execution of this Agreement have been adhered to, and this Agreement will be valid, legal and binding against it under the Applicable Law.

##### **43.10.2. Representation and Warranties of the Operator**

The Operator hereby represents, assures, confirms and undertakes to the Authority as follows:

- a. That it is duly incorporated under the laws of India, and has the power to conduct its business as presently conducted and to enter into this Agreement;
- b. That it has full power, capacity and Authority to execute, deliver and perform this Agreement, and has taken all necessary sanctions and approvals (corporate, statutory or otherwise) to authorise the execution, delivery and performance of this Agreement;
- c. Nothing in this Agreement conflicts with its Memorandum and Articles of Association or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- d. this Agreement will be valid, legal and binding against it under the Applicable Law.



**43.10.3. Exclusion of Consequential Losses**

Notwithstanding anything to the contrary contained in this Agreement, the indemnities herein provided shall not include any claim or recovery in respect of; any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

IN WITNESS WHEREOF the Parties hereto have placed their respective hands and seals hereto on the day and year first herein above mentioned.

SIGNED, SEALED AND DELIVERED BY:

For and on behalf of KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING

\_\_\_\_\_  
KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING\_\_\_\_\_

\_\_\_\_\_  
(Phone No.)

Email:

SIGNED, SEALED AND DELIVERED

For and on behalf of

\_\_\_\_\_  
Operator,

\_\_\_\_\_  
(Phone No.)

Email:

**DEFICIENCY AND INCIDENT WISE DAMAGES/ FINES****1. Vehicle – Fine per deficiency per bus**

<b>Sr. No.</b>	<b>Deficiencies</b>	<b>Fine in Terms of Per Km per day per bus</b>
<b>1</b>	Modification of the design destination board or paintwork of the exterior or interior of the bus without the authorization of Authority	5
<b>2</b>	Missing bus body panels on the exterior/interior of the bus	5
<b>3</b>	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operations	5
<b>4</b>	Dirty vehicle( i.e. dusty handrails, chairs and floor, litter of any kind on floor, foul odour; dirty windows and glass panels, Spots) inside or outside, at the time of start of first shift in the morning	5
<b>5</b>	Broken/damaged windows, fixed glass, front windshield or rear windshield	5
<b>6</b>	Fire Extinguisher missing or beyond expiry date	5
<b>7</b>	Malfunctioning passenger door	5
<b>8</b>	Broken/Loose/Missing Passenger Seat	5
<b>9</b>	Loose or missing handrails, roof grab rails and/or with Sharp edges	5
<b>10</b>	Visible dents more than 6" beyond 1 week on the bus exterior	5
<b>11</b>	Malfunctioning/Broken Light in the passenger compartment	5
<b>12</b>	Placing any decorative article/religious figure or symbol or political symbol inside or outside the bus without prior approval of the Authority	5
<b>13</b>	Placing any poster/advertisement/stickers or similar items inside or outside the bus which may or may not generate any revenue for the Operator unless authorized by Authority	5
<b>14</b>	Damage to the any vehicle tracking equipment or any Intelligent Transit Management System installed by Authority	20
<b>15</b>	Deterioration of Bus Speed or AC Performance due to inefficiency/ malfunctioning of Battery Pack AND /OR Any other System, sub system, part	10
<b>16</b>	Defective brake	10
<b>17</b>	Damaged Tyre	10
<b>18</b>	ACs not running up to design capacity and /or any stoppages and/or leakages of water.	5

## **Bus Operation – Fine shall be applied per incident**

<b>Sr. No.</b>	<b>Incidents</b>	<b>Fine in Terms of Per Km per day per bus</b>
1	Arriving for a shift more than 10 min late than as given in Operating Plan for a given route for a given bus for Buses as per Assured Fleet Availability	2
2	Delay of more than 20 min beyond the end of shift.	5
3	Driver not responding to more than 3 consecutive directions sent by Authority Control Centre.	5
4	Stopping at Bus Station for longer than authorized by Authority	5
5	Improper Docking of the Buses	5
6	Letting passengers access bus at locations other than Bus Station and Terminals or as designated by Authority	5
7	Not stopping at Station designated as per Operating Plan unless authorized by Authority	5
8	Stopping at Station not designated as per Operating Plan unless authorized by Authority	5
9	Changing bus route without authorization of Authority	2
10	Bus breakdown inside the Bus Lane	5
11	Bus breakdown during operating hours at location other than bus lane	5
12	Abandoning bus during operating hours on the roads (not limited to Bus Stations, Terminals and Bus Lane)	20
13	Operating bus with Defective/Broken Headlights, Rear lights, Brake lights, Turning indicators, Parking lights	5
14	Use of electronic equipment like Radio or Music system unless authorized by Authority	5
15	Use of Cell phone by Driver while driving	5
16	Driver not wearing clean uniform as designed by Authority	5
17	Driver in drunken state	100 (Operator shall change driver immediately)
18	Misbehavior by driver with Authority officials and with passengers	25
19	Cause accident due to irresponsible driving	50
20	Drive above speed limit set by Authority	5

Sr. No.	Incidents	Fine in Terms of Per Km per day per bus
21	Withdrawal of bus for one day (ie., of different days in a month) without permission (Penalty per day)	25
26	Non-performance of schedule trips without valid reasons	5
27	Deliberate non-adherence of the schedule timings including late running	25 (Operator should change the driver before next working day)
28	Driver committing fatal accident	50 (Operator should change the driver before next working day)
29	Deliberate non-reporting to duty on time	5 (Operator should change the driver before next working day)
31	Any other offence	As fixed by the xxxxxxxxxxxx or officer empowered by him/her except overloading
32	Insurance policy not in force	10 ( Liable for termination of agreement )
33	Any bus provided for operation during the contractual period found deficient	The bus shall be terminated for operation of the Authority
34	Parking buses in undesignated areas without prior permission	2

However, the cap on Penalties, Fines and Liquidated Damages shall be limited to INR. 50,000 per bus per year during the entire contract period. In this regards final decision will be taken by the Transport Manager at the time of present situation.

**DETAILS OF CONTRACTED BUSES AND THE INDICATIVE HANDOVER  
SCHEDULE OF CONTRACTED BUSES**

Details of Buses

Year	No. of E-Buses	Manufacturer and Bus Type	Model Number	Registration	Lot Number	Date of Commencement of Operation
2020-21	55					
2021-22	28					
2022-23	29					
2023-24	30					
2024-25	32					
2025-26	33					

\*Details of Buses to be added when handed over and to form part of this Agreement.

**INDICATIVE LAYOUT OF THE PARKING SPACE**

(To be Attached at the time of Signing of the agreement)

## INDICATIVE BUS SERVICE AREA AND FLEET DEPLOYMENT PLAN

**Kalyan Dombivli Municipal Transport Kalyan, Undertaking****EV BUSES ROUTE DEPLOYMENT PLAN**

Sr. No.	Route No.	Route Name	Type of Bus	Total Schedule Trip	Total Schedule KMS.	Total Duty	Morning Bus	Evening Bus	Trip KM.	Route Fare	No. of Stop
<b><u>Thane Pocket (ठाणे पॉकेट)</u></b>											
1	18	Kalyan -Mulund Tinhatnaka	<b>MIDI</b>	84	1512.0	14	7	7	26.0	<b>30.00</b>	<b>23</b>
2	109	Kalyan - Thane Mulund Railway Stn.(W)	<b>MIDI</b>	96	1952.0	16	8	8	29.5	<b>35.00</b>	<b>34</b>
3	110	Kalyan - Thane Chendni (Via Khargaon)	<b>MIDI</b>	96	2009.6	16	8	8	30.4	<b>35.00</b>	<b>45</b>
4	113	Kalyan - Kapurbawdi Mira Road	<b>STD</b>	80	1812.0	20	10	10	43.3	<b>50.00</b>	<b>63</b>
5	116	Kalyan - Borivali	<b>STD</b>	80	1936.0	20	10	10	46.4	<b>55.00</b>	<b>68</b>
		<b>Total :-</b>		<b>436</b>	<b>9221.6</b>	<b>86</b>	<b>43</b>	<b>43</b>			<b>233</b>
<b><u>Bhiwandi Pocket (भिवंडी पॉकेट)</u></b>											
1	34	Kalyan - Dhamankarnaka - Thane	<b>MIDI</b>	96	1985.6	16	8	8	30.0	<b>35.00</b>	<b>34</b>
2	104	Kalyan -Padgha (Via Ranjnoli Nasik Highway)	<b>MIDI</b>	96	1516.8	16	8	8	22.7	<b>30.00</b>	<b>27</b>
3	112	Kalyan - Purna Bhiwandi (Via Mankoli)	<b>MIDI</b>	80	1156.0	10	5	5	18.6	<b>25.00</b>	<b>25</b>
4	114	Kalyan -Padgha (Via Gandhari)	<b>MIDI</b>	96	1351.2	12	6	6	18.1	<b>20.00</b>	<b>25</b>
5	118	Kalyan -Mankoli- Bhiwandi-Chinchoti Juchandra	<b>STD</b>	88	2283.6	22	11	11	49.9	<b>55.00</b>	<b>58</b>
6	119	Kalyan -Mankoli- Bhiwandi-Chinchoti ShirshatPhata	<b>STD</b>	120	3606.0	30	15	15	58.1	<b>65.00</b>	<b>65</b>
7	133	Titwala - Bhiwandi (Via Mohana)	<b>MIDI</b>	112	1576.4	14	7	7	26.0	<b>30.00</b>	<b>14</b>
		<b>Total :-</b>		<b>688</b>	<b>13475.6</b>	<b>120</b>	<b>60</b>	<b>60</b>			<b>248</b>
<b><u>Vashi/Panvel Pocket (वाशी/पनवेल पॉकेट)</u></b>											
1	75	Dombivli - Kharghar (Via Shilphata Turbhe naka)	<b>MIDI</b>	64	1280.0	16	8	8	38.0	<b>40.00</b>	<b>35</b>

Sr. No.	Route No.	Route Name	Type of Bus	Total Schedule Trip	Total Schedule KMS.	Total Duty	Morning Bus	Evening Bus	Trip KM.	Route Fare	No. of Stop
2	76	Dombivli - Panvel (Via Usatane)	MIDI	80	1600.0	20	10	10	38.0	40.00	20
3	77	Dombivli - Uran (Via Shilphata Turbhe naka)	STD	112	3186.4	28	14	14	54.9	65.00	50
<b>Total :-</b>				<b>256</b>	<b>6066.4</b>	<b>64</b>	<b>32</b>	<b>32</b>			<b>105</b>
<b><u>Ulhasnagar/Ambarnath Pocket (उल्हासनगर/अंबरनाथ पॉकेट)</u></b>											
1	31	Kalyan - Mamnoli - Hindusevasangh	MIDI	80	1240.0	10	5	5	20.0	25.00	32
2	107	Ulhasnagar - Vashi Sector-6	MIDI	80	1500.0	20	10	10	35.5	40.00	23
3	129	Kalyan - Asele - Manere	MIDI	120	870.0	10	5	5	8.3	10.00	34
4	138	Kalyan -Ambarnath (Ulhasnagar Camp No.1,2,3,4,5)	MIDI	140	1848.0	14	7	7	16.0	20.00	30
5	139	Kalyan -Ambarnath (Via Netivali)	MIDI	120	1392.0	12	6	6	14.0	20.00	33
<b>Total :-</b>				<b>540</b>	<b>6850.0</b>	<b>66</b>	<b>33</b>	<b>33</b>			<b>152</b>
<b><u>Badlapur Pocket (बदलापूर पॉकेट)</u></b>											
1	12	Badlapur - Vashi	MIDI	88	2279.2	22	11	11	49.8	55.00	62
2	111	Kalyan - Badlapurgaon	MIDI	112	1568.0	14	7	7	18.0	20.00	10
<b>Total :-</b>				<b>200</b>	<b>3847.2</b>	<b>36</b>	<b>18</b>	<b>18</b>			<b>72</b>
<b>Grand Total :-</b>				<b>2120</b>	<b>39460.8</b>	<b>372</b>	<b>186</b>	<b>186</b>			<b>810</b>

Sr. No.	Route No.	Route Name	Type of Bus	Total Schedule Trip	Total Schedule KMS.	Total Duty	Morning Bus	Evening Bus	Trip KM.	Roue Fare	No.of Stop	Frequency
1	18	Kalyan -Mulund Tinhatnaka	MIDI	84	1512.0	14	7	7	26.0	30.00	23	23 Minutes
2	109	Kalyan - Thane Mulund Railway Stn.(W)	MIDI	96	1952.0	16	8	8	29.5	35.00	34	23 Minutes
3	110	Kalyan - Thane Chendni (Via Khargaon)	MIDI	96	2009.6	16	8	8	30.4	35.00	45	23 Minutes
4	113	Kalyan - Kapurbawdi Mira Road	STD	80	1812.0	20	10	10	43.3	50.00	63	27 Minutes
5	116	Kalyan - Borivali	STD	80	1936.0	20	10	10	46.4	55.00	68	28 Minutes



Sr. No.	Route No.	Route Name	Type of Bus	Total Schedule Trip	Total Schedule KMS.	Total Duty	Morning Bus	Evening Bus	Trip KM.	Roue Fare	No.of Stop	Frequency
6	34	Kalyan - Dhamankarnaka - Thane	MIDI	96	1985.6	16	8	8	30.0	35.00	34	23 Minutes
7	104	Kalyan -Padgha (Via Ranjnoli Nasik Highway)	MIDI	96	1516.8	16	8	8	22.7	30.00	27	20 Minutes
8	112	Kalyan - Purna Bhiwandi (Via Mankoli)	MIDI	80	1156.0	10	5	5	18.6	25.00	25	24 Minutes
9	114	Kalyan -Padgha (Via Gandhari)	MIDI	96	1351.2	12	6	6	18.1	20.00	25	20 Minutes
10	118	Kalyan -Mankoli-Bhiwandi-Chinchoti Juchandra	STD	88	2283.6	22	11	11	49.9	55.00	58	28 Minutes
11	119	Kalyan -Mankoli-Bhiwandi-Chinchoti ShirshatPhata	STD	120	3606.0	30	15	15	58.1	65.00	65	24 Minutes
12	133	Titwala - Bhiwandi (Via Mohana)	MIDI	112	1576.4	14	7	7	26.0	30.00	14	23 Minutes
13	75	Dombivli - Kharghar (Via Shilphata Turbhe naka)	MIDI	64	1280.0	16	8	8	38.0	40.00	35	30 Minutes
14	76	Dombivli - Panvel (Via Usatane)	MIDI	80	1600.0	20	10	10	38.0	40.00	20	24 Minutes
15	77	Dombivli - Uran (Via Shilphata Turbhe naka)	STD	112	3186.4	28	14	14	54.9	65.00	50	24 Minutes
16	31	Kalyan - Mamnoli - Hindusevasangh	MIDI	80	1240.0	10	5	5	20.0	25.00	32	26 Minutes
17	107	Ulhasnagar - Vashi Sector-6	MIDI	80	1500.0	20	10	10	35.5	40.00	23	22 Minutes
18	129	Kalyan - Asele - Manere	MIDI	120	870.0	10	5	5	8.3	10.00	34	12 Minutes
19	138	Kalyan -Ambernath (Ulhasnagar Camp No.1,2,3,4,5)	MIDI	140	1848.0	14	7	7	16.0	20.00	30	15 Minutes
20	139	Kalyan -Ambernath (Via Netivali)	MIDI	120	1392.0	12	6	6	14.0	20.00	33	16 Minutes
21	12	Badlapur - Vashi	MIDI	88	2279.2	22	11	11	49.8	55.00	62	28 Minutes
22	111	Kalyan - Badlapurgaon	MIDI	112	1568.0	14	7	7	18.0	20.00	10	17 Minutes
				<b>2120</b>	<b>39460.8</b>	<b>372</b>	<b>186</b>	<b>186</b>			<b>810</b>	

**Note :-**

- 1) The Actual fleet deployment Plan shall be provided at the time of Execution of Contract.
- 2) The Authority reserve the rights at its own sole discretion to make change to the operation plan from time to time and shall notify to same the operator/Contractor.

**INDICATIVE LIST OF EQUIPMENT TO BE PROVIDED BY THE OPERATOR**

The below is only an Indicative requirement. However, the Authority reserves the right to review the equipment details and quantities at the time of entering into agreement

<b>SI no</b>	<b>Equipment Description</b>	<b>Qty required per Depot</b>
1	Air Compressors	5
2	Bus Washers	5
3	Brake and clutch liner riveting Machine	3
4	Pedestal Drilling machine	5
5	Hydraulic press	1
6	Brake units testing machine	2
7	Electric Welding Machine	3
8	Spray painting machine	2
9	Tyre pressure gauges	15
10	Hub pullers	5
11	Decanting Pump	2
12	Torque wrenches	10
13	Hydraulic Jacks	20
14	Pit trolleys	5
15	Bench vices	10
16	Working tables	10
17	Greasing machine	5
18	Gas Welding machine set	2
19	Battery Chargers for Charging Battery used for Vehicle Accosories	5
20	Matra Jack	4
21	Electric clamp meter	5
22	Meager and Cable testing Equipment	5
23	Generator depending on Transformer rating	2
22	Bench Grinder	4
23	Portable drilling machine	5
24	Wheel alignment gauge	5
25	Hot plates for tube repairing	5
26	Chassis stands	10
27	Tool Box set	20

## LIST OF AUTHORITY CLEARANCES AND OPERATOR CLEARANCES

Sr. No.	Permission/ Clearance	Party responsible
1	Vehicle Registration	Operator
2	Insurance for Electric Buses, Electrical & Civil Infrastructure and other Authority owned assets like Depot	Operator
3	Stage Carriage Permit	Authority
4	No Objection Certificate from State Transport Department or RTA or from State Transport Undertaking as applicable	Authority
5	Fare Notification	Authority
6	Pollution Under Control Certification	Operator
7	Road worthiness Certificate / Fitness Certificate for Electric Buses	Operator
8	Passenger Tax	Authority
9	GST (if applicable)	Authority

## PARKING SPACE LICENSE AGREEMENT

KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING having its registered office at Head Office - Shankarrao Chowk, Kalyan (West) 421301. (hereinafter referred to as “The Authority” which expression shall include its successors and permitted assigns);

AND

\_\_\_\_\_ having its office at [\_\_\_\_\_]  
(hereinafter referred to as “the Operator”, which expression shall include its successors and permitted assigns);

ANDWHERE AS

1. The Parties have entered into a Bus Operator’s Agreement dated [\_\_/\_\_/20\_\_] whereby the Authority has appointed the Operator for implementation of the Project as defined in Operator Agreement.
2. Pursuant to the Bus Operator’s Agreement, the Authority is providing to the Operator the right to use and the right of way to the bus parking space for Parking and Charging of Electric Buses(“Parking Space”) ( the details of which are provided in the Schedule 1 to this Parking Space License Agreement) for the limited purpose of implementation of the Project.
3. The Parties are hereby entering into this Parking Space License Agreement to specify the terms and conditions of the use of the Parking Space by the Operator.
4. The actual memorandum of handover of Parking Space to the Operator along with relevant Parking Space details is placed as Annexure to this Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. All capitalized words used but not defined herein shall have the meaning specified in the Bus Operator’s Agreement.
2. The Authority hereby provides on a license basis the Parking Space (the details of which are provided in Schedule 1 to this Agreement) and the Operator hires the Parking Space on the terms and conditions of this License, it being recorded that the Authority warrants that the Parking Space will, save for reasons beyond its reasonable control, be fit for the purpose for which it is to be used by the Operator, namely to provide a reasonable space for the Contracted Buses while not in use and to facilitate the charging , cleaning, repair and maintenance of the Contracted Electric Buses.  
  
Provided, however, the Operator shall have no right, title, interest or any ownership rights over the Bus Parking Space or any part thereof.
3. This Parking Space License Agreement shall come into operation on the date of execution hereof and shall terminate on the termination or cancellation of this Parking Space License or the Bus Operator’s Agreement for whatever reason, whichever is the earlier (“License Period”).
4. **Authority will make bulk power available at Parking Space (i.e., Levelled Land free from any rubbish, Compound wall, CC flooring for entire Depot, Roof covered Inspection Pits and Washing Bay, Shed for charging station, Office room, Security Room, Spares & Lubricants stock room, Driver and Crew rest room with Toilets, ETIM Section Room, Revenue Collection Room, Tools, Equipment, Tyres, Spare**

**stock rooms, Depot lighting and CC Cameras with Monitoring Room, Water and Electricity connection for maintenance and workshop).** Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his solution. The Electricity Charges for charging of electric buses **will be borne by Authority as per the terms mentioned in this document. Payment liability of Authority shall be limited to consumption less than 1.0 kWh per km for MIDI Electric Buses and 1.4 kWh per km for STANDARD Electric Buses. Charges for additional energy consumption above these limits shall be paid by the Authority and the same shall be debited to Operator in his monthly bills.** The Operator shall be liable to pay bills for utilities such as electricity (for lighting, use of equipment's for repair and Maintenance etc), water etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator.

**5. Insurance**

- a. The Operator shall not keep or do in or about the Parking Space anything which is liable to increase any of the risks against which the Parking Space infrastructure (or any part thereof) is insured for the time being to the extent that such insurance is rendered void or voidable or the premiums of such insurance are, or become liable to be increased.
- b. Without prejudice to any other right of action or remedy that the Authority may have arising out of a breach of the foregoing provision, the Authority may recover from the Operator on demand the full amount of any increase in insurance premiums in respect of the Depot attributable to such breach.
- c. For the purposes of the above provisions, the Operator shall be entitled to assume that the Depot is at all material times insured against such risks, on such terms, for such amounts, and at such premiums as are for the time being usual in respect of similar buildings in similar locations.
- d. The Operator shall, in accordance with its obligations pursuant to the Bus Operator's Agreement, obtain and maintain contract works insurance and public liability insurance in relation to the Depot.

**6. Cession and Subletting**

The Operator shall not be entitled to:

- a. cede all or any of its rights or delegate any of its obligations under this Parking Space License Agreement;
- b. sublet the Parking Space in whole or part; or
- c. give up possession and/or control of the Parking Space to any third party, without the Authority's prior written consent.

**7. Operator's Obligations**

The Operator shall:

- a. keep the Depot clean, tidy and commercially usable at all times;
- b. be responsible for the handling of all waste and effluent in accordance with the Applicable Law;
- c. not use the Parking Space or allow it to be used, in whole or part, for any purpose other than that of implementing the Project;

- d. not bring into the Parking Space any article which, by reason of its weight or other characteristics, is liable to cause damage to the Depot;
- e. not leave refuse or allow it to accumulate in or about the Parking Space except in the refuse bins provided;
- f. refrain from interfering with the electrical or plumbing serving the Parking Space if so available , except as may be strictly necessary to enable the Operator to carry out its obligations of maintenance and repair in terms of this Agreement;
- g. not permit any person to permanently dwell in the Parking Space
- h. provide at the Operator's own expense all electric, fluorescent and incandescent light bulbs required in the Parking Space from time to time;
- i. Provide Bus Charging Infrastructure.
- j. co-operate with any other Operator or third party using the Parking Space or a part thereof as notified by the Authority from time to time; and
- k. allow for use of the Parking Space by one or more other bus Operators at the written request of the Authority, provided that such use shall not materially adversely affect the Operator's ability to implement the Project under the Bus Operator's Agreement.

**8. Maintenance and Repairs**

The Operator shall at its own expense and without recourse to the Authority:

- a. Throughout the License Period maintain in good order and condition the interior and exterior of the Parking Space and all parts thereof, including (without limitation of the generality of this obligation) all, appurtenances, fixtures and fittings contained in the Parking Space.
- b. promptly and properly repair or make good all damage occurring in the interior and exterior of the Parking Space from time to time during the License Period, whatever the cause of such damage, and including damage to any part of the interior of the Parking Space or to any window, door, appurtenance, fixture or fitting, and replace all such items (as well as any keys) which have been broken, lost or destroyed (again regardless of cause); and
- c. on the termination or cancellation of this Parking Space License Agreement, forthwith return the Depot and all such parts thereof (including all keys) to the Authority in good order, condition and repair, normal wear and tear excepted.
- d. The Parking Space shall be deemed, at the commencement of this Parking Space License Agreement, to be in good order and condition except to the extent that the Operator notifies the Authority in writing within [15 (fifteen)] Business Days after having taken possession of the Parking Space of the need for any repairs to in the Parking Space or of the fact that any part of the Parking Space including any appurtenance, fixture or fitting, is damaged, missing, or out of order.
- e. Upon receiving a notification contemplated in sub-clause (d) above the Authority shall promptly cause the necessary repair or replacement to be effected to the Parking Space at the Authority's own expense.
- f. The Operator shall be responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the Parking Space and all parts thereof.

- g. In the event the Operator fail to carry out any of its obligations under this Agreement with regard to any maintenance, repair or replacement, the Authority shall be entitled, without prejudice to any of the Authority's other rights or remedies, to effect the required item of maintenance, repair or replacement and to recover from the Operator on demand, all reasonable amounts incurred by the Authority in respect thereof.

**9. Alterations, additions and improvements**

- a. The Operator shall not make any alterations or additions to the Parking Space without the Authority's prior written consent.
- b. If the Operator does alter or add to the Parking Space in any way, whether in breach of sub-clause (a) or not, the Operator shall, if so required in writing by the Authority, restore the Depot on the termination or cancellation of this Agreement to the same condition as it was prior to such alteration or addition having been made, normal wear and tear excepted. Unless this Agreement is terminated or cancelled by the Authority as a result of a breach hereof by the Authority, the Authority's requirements aforementioned shall be communicated to the Operator not less than [10 (ten)] Business Days prior to the termination or cancellation. For the sake of clarity, the Parties agree that this sub-clause (b) shall not be construed as excluding any other or further remedy which the Authority may have in consequence of a breach by the Operator of sub-clause (a).
- c. Save for any alteration or addition which is removed from the Depot as required by the Authority in terms of sub-section (b), all alterations or additions made to the Parking Space shall, on termination or cancellation of this Parking Space License Agreement, become the property of the Authority and may not be removed from the Parking Space at any time. Subject to any prior written agreement to the contrary between the Parties, the Operator shall not, whatever the circumstances, have any claim against the Authority for compensation for any alterations or additions to the Depot.

**10. Exclusion of Liability**

- a. The Operator shall have no claim against the Authority for any loss or damage suffered by the Operator by reason directly or indirectly of:
  - i. any negligent act or omission of the Authority or any agent or servant of, or Operator to, the Authority, including (without limiting the generality of the foregoing) any negligent act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard or commissionaire, excluding gross negligence and/or wilful default;
  - ii. any failure or suspension of, or any interruption in, the supply of water, electricity, heating, or any other amenity or charging infrastructure or service to the Parking Space (including, without limiting the generality of the foregoing, any cleaning service), whatever the cause;
  - iii. any breakdown of, or interruption or delay in the operation of, any machinery, plant, equipment, installation, or system situated in or on, or serving, the Parking Space, and including (but without limiting the generality of the foregoing) any geyser, boiler, burglar alarm or security installation or system, again regardless of cause;
  - iv. any interruption of, or interference with, the enjoyment or beneficial occupation of the Parking Space or any parts of the common Parking Space caused by any building operations or other works to or in the Parking Space, whether by the Authority or by anybody else; or
  - v. any other event or circumstance beyond the Authority's reasonable control occurring, or failing to occur, upon, in, or about the Parking Space, whether or not the Authority could

otherwise have been held liable for such occurrence or failure, and the Operator indemnifies the Authority and holds it harmless against any and all liability to any employee or agent of the Operator, its guests and other invitees, and all other persons who may occupy or be entitled to occupy the Depot or any parts thereof through or under the Operator.

- b. The Authority shall not, however, be excused from specific performance of any of the Authority's obligations under this Agreement, whether express or implied, and particularly (but not only) the Authority's obligations to afford the Operator occupation and enjoyment of the Depot as contemplated by this Agreement.

#### **11. Authority's Right of Entry and Carrying Out of Works**

The Authority may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the Operator or any other occupier of the Parking Space :

- a. enter the Parking Space in order to inspect it, to carry out any necessary repairs, replacements or other works, or to perform any other lawful function in the bona fide interests of the Authority; or
- b. carry out elsewhere on the Parking Space (or any part thereof) any necessary repairs, replacements or other works, provided that the Authority shall ensure that this right is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the Depot by the Operator.

#### **12. Damage to or destruction of Parking Space**

- a. If the Parking Space is destroyed or so damaged that it can no longer be beneficially occupied, this Parking Space License Agreement shall, unless the
- b. Parties agree otherwise in writing, terminate when that happens in respect of that Parking Space.
- c. If the Parking Space is damaged but can still be beneficially occupied, this Parking Space License Agreement shall remain in force and the Authority shall repair the damage without undue delay.

#### **13. Special Remedy for Breach**

- a. Should the Operator be in breach of any of the terms or conditions of this Parking Space License Agreement or the Bus Operator's Agreement, in any way whatsoever, and fail to remedy such breach within [7 (seven)] Business Days after receiving a written demand that it be remedied, or such longer period as may reasonably be required in the circumstances and agreed upon in writing by the Parties, the Authority shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Authority under the circumstances, to terminate this Depot License Agreement with immediate effect, be repossessed of the Parking Space , and recover from the Operator such damages sustained as a result of the breach and the termination of this Parking Space License Agreement.
- b. Nothing in sub-clause (a) above shall be construed as excluding the ordinary lawful consequences of a breach of this Parking Space License Agreement by either party (save any such consequences as are expressly excluded by any of the other provisions of this Parking Space License Agreement) and in particular any right of termination of this Parking Space License Agreement on the ground of a material breach of this Depot License Agreement.



- c. In the event of the Authority having terminated this Parking Space License Agreement or this Agreement justifiably but the Operator remaining in occupation of the Parking Space with or without disputing the termination, the Operator shall be obliged to pay, all amounts which would have been due and payable by the Operator but for the termination, for so long as the Operator continues to occupy the Parking Space or any part thereof.

**14. Right to Negotiate Renewal**

If the Bus Operator's Agreement is renewed and/or extended beyond its Term, the Parties agree to negotiate in good faith for renewal of this Depot License Agreement on such terms and conditions as may be agreed between the Parties in writing prior to the expiration of this Agreement.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement by their duly authorised representative on the date first above written:

SIGNED ON BEHALF OF THE AUTHORITY

\_\_\_\_\_(Signature)  
\_\_\_\_\_(Name)  
\_\_\_\_\_(Designation)

SIGNED ON BEHALF OF OPERATOR by the hand of its authorized representative

\_\_\_\_\_(Signature)  
\_\_\_\_\_(Name)  
\_\_\_\_\_(Designation)

SIGNED ON BEHALF OF SELECTED BIDDER by the hand of its authorized representative

\_\_\_\_\_(Signature)  
\_\_\_\_\_(Name)  
\_\_\_\_\_(Designation)

**DRAFT ESCROW AGREEMENT**

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

1. THIS ESCROW AGREEMENT (the “Agreement”) is made at on \_\_\_\_\_, by and amongst: [\_\_\_\_\_], [a company incorporated in India under the Companies Act, 1956/a banking company registered under the Banking Regulation Act, 1949], with its registered office at [\_\_\_\_\_] (hereinafter referred to as the “ESCROW Bank” which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the FIRST PART: The KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING
2. , [ a Company for Operation of Urban Bus Services] and having its principal office at [\_\_\_\_\_], (hereinafter referred to as the “KDMTU” which expression shall include its successors and permitted assigns) OF THE SECOND PART;

**AND**

3. [XYZ LTD.], a company incorporated under the Companies Act, 1956 acting through [\_\_\_\_\_] having its registered office at [\_\_\_\_\_] (hereinafter referred to as the “Operator”, which expression shall include its successors and permitted assigns) OF THE THIRD PART;

The ESCROW Bank, the KDMTU and the Operator are hereinafter collectively referred to as the “Parties” and individually as the “Party”.

**WHEREAS:**

- The KDMTU [has the power/function] to ensure the provision of public bus transport services within Kalyan Dombivli Region.
  - The Operator was selected by the KDMTU under a competitive bidding process and is established, inter-alia with the objectives of providing Bus Services within the Bus Service Area.
- a) The KDMTU and the Operator have entered into an Operator Agreement dated [\_\_\_\_\_] (hereinafter referred to as “Operator Agreement”), whereby the KDMTU has granted to the Operator a non-exclusive right to operate and maintain the Buses and provide Bus Services within the specified Bus Service Area and the Operator has agreed to undertake the Project on the terms and conditions contained therein.
  - b) Under the terms of the Operator Agreement, it has been stipulated that an ESCROW account shall be created into which the KDMTU shall deposit all the revenues generated and all the income accruing from the operation of the Contracted Buses and provision of Bus Service within the Bus Service Area including but not limited to the Passenger Fare collected by the KDMTU and also maintain an **amount equal to minimum Two month payment as per minimum assured km.in the ESCROW Account.**
  - c) This Agreement sets forth the detailed mandates, terms and conditions and operating procedures for such ESCROW account.

NOW, THEREFORE, in consideration of the premises contained herein, the Parties hereto agree as follows:

## 1. Definitions

- 1.1. For the purposes of this Agreement, unless the context otherwise requires, capitalized terms shall have the meaning set forth hereunder.

“**Beneficial Parties/Party**” means the KDMTU and the Operator as the case may be.

“**Business Day**” means any day of the week (excluding Saturdays, Sundays and public holidays) on which banks in are generally open for business.

“**Dispute**” shall mean any dispute, difference, question or controversy between the Parties arising out of, in connection with or in relation to this Agreement.

“**Event of Default**” shall mean an event or default of the Operator under the Operator Agreement, as certified by the KDMTU in a written notice in this regard to the ESCROW Bank.

“**Month**” shall mean a calendar month.

“**Tax**” shall mean the Goods & Service Tax (GST) and other such analogous payments due under Applicable Laws.

Other capitalized terms used herein (and not defined herein) but defined under the Operator Agreement shall have the meaning ascribed to the term under the Operator Agreement

- 1.2. In this Agreement, unless the context otherwise requires, the rules of interpretation and construction as mentioned in Clause 1.2 of the Operator Agreement shall apply.

## 2. Establishment of ESCROW Account

### 2.1. Establishment of the Accounts

The KDMTU and the ESCROW Bank confirm that the ESCROW Bank has established, in the name of at the ESCROW Bank's branch, an account titled the “ESCROW Account”.

### 2.2. General Right or Withdrawal

The ESCROW Bank shall not make any transfer or withdrawal other than in accordance with this Agreement, unless the ESCROW Bank has received the prior written instructions of the KDMTU authorizing such use.

## 3. Deposits into and Withdrawals from the ESCROW Account

- 3.1. The KDMTU shall deposit all the revenues that it receives from Bus Operations under the terms of the Operator Agreement.

- 3.2. The KDMTU shall, at the time of opening the ESCROW Account, give irrevocable instructions, under the ESCROW Agreement, to the ESCROW Bank instructing, inter alia, that deposits in the ESCROW Account shall be appropriated in the following order based on the receipt of relevant demand or instructions:

- a. all taxes due and other statutory dues

- b. Operator Payment after deducting any taxes/charges under Applicable Law and as specified under the Operator's Agreement. Provided, however, the ESCROW Account can only be operated at all times by the KDMTU.

#### **4. ESCROW Bank Provisions**

##### **4.1. ESCROW Bank and the Beneficial parties**

- a. The Beneficial Parties hereby appoint the ESCROW Bank for benefit of the Beneficial Parties in connection herewith, and authorize the ESCROW Bank to exercise such rights, powers, authorities and discretions as are specifically delegated to the ESCROW Bank by the terms hereof together with all such rights, powers, authorities and discretions as are reasonably incidental hereto, and the ESCROW Bank accepts such appointment pursuant to the terms hereof.
- b. The KDMTU hereby agrees to pay to the ESCROW Bank, fees of ` [\_\_\_\_\_] per [\_\_\_\_\_] consideration for acting as the ESCROW Bank hereunder.

##### **4.2. Obligation of the ESCROW Bank**

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

#### **5. Term and Termination**

- 5.1.** This Agreement shall, unless terminated earlier by the mutual consent of the Parties or otherwise in accordance with the provisions of this Clause by written notice from the KDMTU to the ESCROW Bank, remain in full force and effect for the duration of the Operator Agreement
- 5.2.** The KDMTU may, at any time may remove the ESCROW Bank, with or without cause, and appoint a successor ESCROW Bank by written notice of such action to the Operator, the ESCROW Bank and the successor ESCROW Bank.
- 5.3.** If, at any time, the ESCROW Bank or any of its associates, shall become a Beneficial Party and after such time there is an Event of Default, the ESCROW Bank shall resign as ESCROW Bank immediately upon the occurrence of such Event or Default, if in the sole judgment of the other Beneficial Parties (which, for this purpose, shall not include the ESCROW Bank), there shall be,

or be reasonably likely that there will arise, any conflict in or impediment to the ESCROW Bank's performance as ESCROW Bank under this Agreement.

- 5.4. The ESCROW Bank shall be entitled to terminate its services under this Agreement if the KDMTU fails to comply with any of its material obligations owed to the ESCROW Bank under this Agreement and fails to remedy the failure within [60 (sixty)] days after receipt of notice thereof from the ESCROW Bank in relation thereof. Provided however, the KDMTU has arranged for the appointment of a successor ESCROW Bank and arrangements are made for the transfer of amounts deposited in the ESCROW Account (including any sub-accounts thereof) to new accounts established with successor ESCROW Bank.
- 5.5. Any successor ESCROW Bank appointed as provided in accordance with this Clause 5 shall execute, acknowledge and deliver to, and for the benefit of, the Beneficial Parties and to its predecessor ESCROW Bank an instrument accepting such appointment, and thereupon the resignation or removal of the predecessor ESCROW Bank shall become effective and such successor ESCROW Bank, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, as if it was originally named as ESCROW Bank;
- 5.6. provided that on the written request of the Beneficial Parties or of the successor ESCROW Bank, the ESCROW Bank ceasing to act shall take such steps or actions as are required of it by the Beneficial Parties. Including without limitation the execution and delivery of an instrument or instruments transferring and assigning to such successor ESCROW Bank (without obligation to indemnify such successor) all the rights and powers of the ESCROW Bank so ceasing to act, delivery to the Beneficial Parties all documents, instruments, etc. relating to its obligations under this Agreement.
- 5.7. Upon the reasonable request of any such successor ESCROW Bank, the Beneficial Parties shall execute any and all instruments in writing in order more fully and certainly to vest in and confer to such successor ESCROW Bank all such rights and powers.
- 5.8. Any corporation into which the ESCROW Bank may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the ESCROW Bank shall be a party, or any corporation succeeding to the corporate ESCROW Bank's rights or business or either, shall, subject to approval of the KDMTU, be the successor of the ESCROW Bank with all rights, benefits, obligations and duties as were originally available and provided for to the transferor ESCROW Bank in relation to the merger, conversion or consolidation proceedings or process.

## **6. Books and records**

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

## **7. Confidentiality**

The ESCROW Bank agrees to keep all information (“Information”) (including the terms and conditions of this Agreement and the Operator’s Agreement) made available (whether before or after the date of this Agreement) by any of the Parties to the ESCROW Bank concerning the KDMTU, Operator or the Bus Services, and hereby undertakes and covenants not to communicate any Information, or allow any Information to be communicated to any third party unless:

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

## **8. Not Acting in Individual Capacity**

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

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

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

## **10. Miscellaneous**

### **10.1. Restriction on Assignment**

Save as provided in Clause 5.2, the Operator and the ESCROW Bank, shall not assign or transfer any part or their respective rights or obligations under this Agreement without the prior consent of the KDMTU. It is expressly agreed between the Parties that nothing in this Clause

7.1 shall prevent the KDMTU from assigning, novating or transferring its rights, benefits and obligations under this Agreement to any entity.

## **10.2. Notices**

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

Addresses: \_\_\_\_\_

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

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

## **10.3. No Waivers; Remedies**

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

## **10.4. Severability**

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

## **10.5. Amendments or Waiver**

No amendment or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be effective unless the same shall be in writing and signed by the Parties hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

## **10.6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of India.

**10.7. Additional Rights**

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

IN WITNESS WHEREOF the Operator has caused its Common Seal to be affixed hereto and to a duplicate hereof on the date first above written and the ESCROW Bank and KDMTU acting through have caused the same to be executed by the hand of an authorized official.

The signature of the authorized representative of the KDMTU has been affixed pursuant to the resolution of its Board of Directors dated the day, which has hereunto been affixed in the presence of Shri. \_\_\_\_\_, and Shri. \_\_\_\_\_, Directors who have signed these presents in token thereof and countersigned by Secretary, the authorized officer/Company SIGNED AND DELIVERED by the ESCROW BANK by the hand of

\_\_\_\_\_  
its authorized official.

SIGNED AND DELIVERED by KDMTU by the

hand of

\_\_\_\_\_ Mr. \_\_\_\_\_ its authorized official.



## Details of Parking Space Infrastructure handed over to Operator during execution

Date of Handover	
Address of Parking Space	Khambalpada Depot, Ajadegaon, Dombivli (East) Tal- Kalyan, Dist- Thane.
Area of Parking Space:	14000 Sq. Mtrs.
Facilities	Wall compound, Security cabin and office.
Utilities	
Security	

We have inspected the above Parking Space premises and are satisfied as to its condition. We undertake to maintain the above premises in good working condition as per standard practices and terms and conditions of the Agreement. We understand that the premises above are only being licensed to us for the purpose of parking, charging and maintenance of the Contracted Electric Buses, Transformers and charges and associated Electrical and Civil Infrastructure during the Contract Period and shall not be used for any other purpose. We confirm to return the above premises to the Authority at the end of the Contract Period in the same condition as found when we took over. The Authority shall not bear liabilities arising from the use of these Premises. The parking space rent Rs.1/- per bus per day shall be paid by bidder to the Authority.

We have accepted the right to use the Space allotted in Depot(s) on \_\_\_\_\_ (date)

For Operator

Name, Sign, Time and Place



## **KALYAN DOMBIVLI MUNICIPAL TRANSPORT UNDERTAKING**

Head Office : Shankarrao Chowk, Kalyan (West) Maharashtra 421301.

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF BUS OPERATOR FOR PROCUREMENT, OPERATION AND MAINTENANCE ON PER KM BASIS OF 207 AC/NON-AC FULLY BUILT MINI, MIDI & STANDARD PURE ELECTRIC BUSES (WITH DRIVERS) AND ALLIED ELECTRICAL & CIVIL INFRASTRUCTURE ON WET LEASE MODEL FOR 12 YEARS FOR KDMTU.**

### **VOLUME- 3**

## **TECHNICAL SPECIFICATIONS OF MIDI & STANDARD BUSES**

**Technical specification of MIDI Electric AC Bus Complaint with the requirements of CMVR, \*AIS:052, \*AIS:153 & AIS:140**

Sr. No.	Description	Technical Specification
	<b>Bus characteristics</b> <b>Maximum Bus Floor height (To be measured at doors)</b>	900 mm
1	Propulsion system	Electrically propelled Bus using electric propulsion system
2	Type of Battery	Li-ion or Li-ion Phosphate Battery or Li NMC or superior/Electric mode.
3	Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min & max charging % Maximum Thirty Minutes Power (kW) Motor/s capacity	Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min& max charging % Maximum Thirty Minutes Power (kW) Motor/s capacity: 150 kW (min) <ol style="list-style-type: none"> <li>1. No of Motors/ batteries as per the Bus manufacturer's design.</li> <li>2. Power consumption: Less than 1.0 kWh per km.</li> <li>3. Electrical Regeneration required.</li> <li>4. Charging mode: AC charging required.</li> <li>5. OFF board OR ON board charging required.</li> <li>6. Charging time: less than 4 hours.</li> <li>7. Safety: Short circuit /over temperature/ lightening protection mandatory</li> <li>8. CMVR certification mandatory</li> </ol>
3.1	Battery cooling system	Efficient and robust battery cooling system calling for minimal maintenance
3.2	Battery life (No. of charging cycles)	Battery life: Batteries to last for 5 to 7 years (This can be used as a guideline)
3.3	Battery Charging System	To be decided by the Bus Operator
3.4	Electric drive motor/s	Optimal rating, type, make, model of electric drive motor requiring minimum maintenance
3.5	Electric propulsion	system motor rating / power sufficient to provide:
A	Rated performance at GVW in a stop/start urban operations	Attain bus maximum speed of 70kmph (without speed limiter) at GVW load, air conditioning and other sub-system operational.
B	Acceleration (meter/sec <sup>2</sup> )	≥ 0.8 as per CMVR
C	Attain bus speed of 0-30 kmph in Seconds	≤ 10.5 as per CMVR
D	Maximum speed	maximum speed 70kmph as per CMVR

Sr. No.	Description	Technical Specification
E	Minimum Operation Range per bus per day	250 km (On actual condition with GVW and AC, 18 hours continuous with intermediate charging time). Vehicle shall cover 160 Km in single charge range in real time operations @ 80% SOC. The remaining Operation of 80kms has to be completed with opportunity charging.
F	Grade ability from stop at GVW	17%
G	Rated HP/torque preferably at lower rpm range	Rated HP at low rpm and Maximum torque required at lower range of motor RPM and spread over a wider range of RPM Sufficient torque to meet the acceleration, grade ability, AC and range requirement.
H	Power requirements for Air conditioning system, ITS, etc	Required to be provided by electric propulsion system
3.6	Noise norms	As per CMVR.
3.7	Electric propulsion system	Electric propulsion system / subsystems (batteries) temperature, motor speed in RPM, vehicle speed, Motor % load (torque), diagnostic message (electric propulsion system batteries, cooling system, motor, Traction Controller specific) SOC with Vehicle Health Monitoring System. (Battery health + regenerative brake charging) power sufficient to provide.
3.8	Electric propulsion system operational requirements	Electric propulsion system should be able to operate efficiently at ambient temperatures / environmental conditions.
3.9	Electric propulsion system / subsystems location	Optional/ preferably Battery location below floor.
3.10	Transmission	Automatic/Drive
4	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission)
5.1	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations or In wheel Hub Driven (To be considered as a guideline)
5.2	Front axle	Heavy duty reverse Elliot type axle suitable for various floor heights (To be considered as a guideline)
6	Steering system	Hydraulic power steering with height and angle adjustment
7	Suspension system	Air suspension at front and rear.
7.1	Front	Air bellows - 2 numbers/ Air suspension
7.2	Rear	Air bellows – 2/4 numbers/ Air suspension

Sr. No.	Description	Technical Specification
7.3	Kneeling	Not applicable
7.4	Anti-roll bars/stabilizers	Required at front and rear
7.5	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear
7.6	Controls (optional)	Electronically controlled air suspension system
8	Braking system	Braking system: Mandatory ABS with Disc brake
8.1	Anti-skid anti-brake locking system (ABS)	Mandatory.
8.2	Electronic controls	Required
9	Electrical system for bus ancillaries	24-volt DC
9.1	Batteries (auxiliary battery for equipment and light and light signalling devices):	Low maintenance type lead acid batteries for 24 V & Min 100Ah system- performances as per BIS: 14257-1995 (latest). 2X12V of commensurate capacity. Maintenance free batteries preferred. (Latest)
9.2	Electrical wiring & controls -type	Multiplexing type -- As specified separately under ITS specifications and Conforming to IP67/ as per UBS- II
10	Speed limiting device (optional)	Mandatory as per CMVR.
11	Tyres	Steel Radial Tube-less. Size and performance as per CMVR.
12	Range:	250 km (On actual condition with GVW and AC, 18 hours continuous with intermediate charging time). Vehicle shall cover 160 Km in single charge range in real time operations @ 80% SOC. The remaining Operation of 80kms has to be completed with opportunity charging.
13	Bus characteristics	
13.1	Bus dimensions' mm	
A	Overall length (excluding bumper)	9000 - 9200 mm
B	Overall width (sole bar/floor level-extreme points)	2600 (maximum)
C	Overall height (unladen - at extreme point)	3800 (maximum)
D	Wheel-base	4300 – 4500 mm
I	Front Overhang	As per CMVR
li	Rear Overhang	As per CMVR
13.2	Maximum turning circle radius (mm)	As per CMVR
13.3	Floor height above ground (mm)	900 mm
13.4	Clearances (mm)	
A	Minimum Axle clearance (mm)	Minimum 175 mm
B	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body & > 170 mm for the parts moving vertically with axle.

Sr. No.	Description	Technical Specification
C	Minimum ground clearance (un-kneeled) at GVW	Within the wheelbase not less than 240mm.
13.5	Angles (degrees)	
A	Angle of approach (unladen)	Not less than 8.5°
B	Angle of departure (unladen)	Not less than 9.0°
C	Ramp over angle (half of break-over angle)	Not less than 4.8°
14	Bus Gates/Doors	Two doors
14.1	Type of doors	LH Side doors – Power operated doors, JK type / Swing in /Out swing door 800mm width one no. ahead of Front axle. Other Door with Min 1000mm width ahead of Rear Axle
A	Operating mechanism	Electro pneumatically controlled
B	Opening/Closing time in seconds per operation (maximum)	4
C	Positions of door controls	On dashboard and also inside & outside of doors as per AIS 052.
D	Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory
14.2	Front service doors (refer "A" in fig -1) - (near side/non- driver side)	
A	Minimum door aperture (without flaps) in mm	800(Minimum)
B	Minimum clear door width (fully opened) in mm	650 ± 50
C	Minimum door height in mm	1900
D	Positioning front service gate	Ahead of Front Axle
E	Number of gates	1
14.3	Rear service doors (Near side/non-driver side)	
14.3.1	Rear service doors (near side/non- driver side)	Ahead of rear axle
14.3.2	Rear service doors -refer "C" in figure 1 of UBS II (near side/non- driver side); steps required for non BRTS operations, steps not required for level boarding	
A	Minimum door aperture (without flaps) in mm	1000(minimum)
B	Minimum clear door width (fully opened) in mm	850± 50
C	Minimum Door height in mm	1900
D	Positioning rear door	ahead of rear axle

Sr. No.	Description	Technical Specification
E	Number of gates	1
14.4	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:	
A	Stepped type entry (maximum)	400 mm
B	Level entry (at station platform height)	Not applicable
14.5	Entry/Exit doors, refer "D" in figure 3 of UBS II - for off side/driver side location - steps not required for level boarding	Not Required
a	Door aperture in mm	Not Required
b	Clear door width (fully opened) in mm	Not Required
c	Door height in mm	Not Required
d	Fixed partition between gates - full height	Not Required
e	Width of partition in mm	Not Required
f	Location of partition	Not Required
g	Positioning doors with respect to partition.	Not Required
h	Number of gates	Not Required
14.6	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:	
a	Stepped type entry (maximum)	400 mm
b	Level entry (at station platform height)	Not applicable
14.7	Maximum height (mm) of other steps (where required)	
a	if door ahead of rear axle	250
b	if door behind rear axle	250
14.8	Requirement for passengers with limited mobility	Required
A	Wheel chair anchoring - minimum for one-wheel chair	Required
li	Priority seats - minimum 2 seats	Required
lii	Stop request	Required on each stanchion
B	Emergency doors/exits or apertures (Numbers)	As per AIS 052 and AIS 153
	Dimensions in mm	As per AIS 052
C	Door closing requirements for bus movement -	Bus could move only after door closing completed
	Power operated service door - construction & control	

Sr. No.	Description	Technical Specification
i	system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while closing.	As per AIS 052
ii	Door components	As per AIS 052
iii	Door locks/locking systems/door retention items	As per AIS 052
iv	Door hinges	As per AIS 052
15	Bus body	
15.1	Design type approval	As per CMVR and <b>AIS:153</b>
15.2	Bus structure - materials specifications etc.	As per OEM design Tubular structure complying to AIS 052 and AIS 153
15.3	Insulation	FR grade material as per IS 15061
A	Roof structure	FR Grade material glass wool, PU foam or thermocole.
B	Battery Pack compartment	As per AIS:052.
15.4	Aluminium extruded sections for:	
A	Rub rail	Aluminium extrusion IS 733/1983 or better
B	Decorative moulding	
C	Wire cover	
D	Wearing strip	
E	Foot step edging	
F	Panel beading	
G	Window frame	
H	Roof grab rail brackets	
15.5	Floor type/Materials etc.	
A	Type of Floor	As per AIS 052
B	Steps on floor	As per AIS 052
C	Maximum floor slope	As per AIS 052
D	Floor surface material	12mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 12mm thick
E	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS:15061:2002 for FR grade.
15.6	Safety glasses and fittings:	



Sr. No.	Description	Technical Specification
A	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, lat/curved with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed
	Size:	Standard designs for each variant of buses to be followed.
B	Rear windscreen: (wherever provided)	Single piece flat/curved toughened glass-plain/flat/curved at center & curved at corners IS:2553 (Part-2)-1992/latest
	Size:	Standard designs for each variant of buses to be followed. (Refer Annexure 1 of UBS II)
C	Side windows:	Flat/Curved, Single or 2-piece design-top fixed/sliding & bottom sliding/fixed/pasted toughened glass IS 2553 (Part-2)-1992/latest.
D	Glass specifications	Toughened glass IS2553 (Part-2)-1992/latest
	Glass thickness:	4.8-5.3mm
E	Window & other glasses - material specs, thickness etc.	Toughened as per IS:2553 (Part-2)-1992/latest of 4.8-5.3 mm thickness
F	Safety glass	As per CMVR
G	Rear view mirrors	As per CMVR
15.7	Seating and gangway etc.	
15.7.1	Passenger seating for ordinary type-1 buses	As per AIS 052
A	Seat layout in the low floor area	2x2
B	Seat layout in the higher floor area	2x2
C	Seat area/seat space per Passenger (width*depth) mm	400X350
D	Seat pitch - minimum (mm)	As per AIS 052
E	Minimum backrest height-from floor to top of seat/headrest	As per AIS 052
	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052
	Seat back rest height mm	375
F	Torso angle (degrees)	Minimum 12 <sup>o</sup>
G	Seat materials	As per AIS:023, Seats with cushion at seat & back
H	Seat frame structure material where required:	As per AIS:023,
I	Free height over seating position (mm)	More than 900
	Seat base height:	As per AIS 052

Sr. No.	Description	Technical Specification
J	Clearance space for seated Passenger facing partition (mm)	Minimum 350
K	Seat back/Pad material/Thickness:	Polyurethane Foam IS: 15061:2002 (padding is optional)
	Type:	MDI Moulded IS: 5509
	Upholstery:	Pile Fabric/Jekard 0.7-1.0 mm thickness
L	Area for seated passengers (sq. mm.) type 1 NDX/SDX:	400X350
M	Area for standee passengers (sq. mm.):	As per AIS 052
N	Number of seats	Min 30 + Wheel Chair + Driver
O	Number of standees	Calculation as per AIS 052
P	Sitting/Standing Ratio	Not required
Q	Headrest	Not required
R	Seats side facing	As per CMVR
S	Seat arm	Seat arm required for aisle seats and seats opposite to service door and above wheel arches.
T	Magazine pouch	Not required
U	Individual seat row fans	Not required
V	Reading lights	Not required
W	Seat back rest	PPLD
X	Seat belts & their anchorage	As per CMVR
Y	Performance & strength requirements of:	Required
I	Driver seat	As per AIS 023
li	Passenger seats	As per AIS 023 (Front Direction Only)
15.7.2	Gangway:	
A	Minimum interior head room (Centre line of gangway) (mm)	1900mm including that in the rear overhang area.
I	At front axle:	As per AIS 052
li	At rear axle:	As per AIS 052
lii	Other areas	As per AIS 052
B	Gangway width (mm) from gates to longitudinal space between seats (access to service doors)	(Ref figure-1) minimum 350mm excluding armrests (armrests are not required) and including stanchions- will be measured from seat edge to seat edge.
C	Gangway width (mm) in longitudinal space between seats	As above
D	Gangway width (mm) in longitudinal space between seats (rear of rear edge of the rear door in rear engine bus)	As above
	Driver's working space	As per AIS 052

Sr. No.	Description	Technical Specification
E	Driver's seat	As per AIS 052
15.8	Corrosion prevention & painting	As per clause 3.17 of AIS 052
A	Corrosion prevention treatment	
	Internal surfaces of structural members	
	External surfaces of structural members	
	After drilling holes/welding	
	Inter metallic galvanic corrosion prevention	
B	Primer coating	
C	Painting	
16	Electrical system	As per AIS 052.and AIS 153
16.1	Electrical cables:	BIS marked, Copper conductors with fire retardant as per IS/ISO:6722:2006 as per appropriate class. Conductor cross-section varying as per circuit requirements, minimum cross-section 0.5 sq mm. Quality marking may also be as per equivalent or better European, Japanese, US standards, Conforming to IP 67 water& air tight for traction battery. For Bus Body Building Multiplex wiring
16.2	Conductor cross section	
16.3	Safety requirements of electrical	
		As per AIS 052 Two nos. one Manual Battery cut - off switch (isolator switch) near driver's seat and one electronic on drivers dash board
A	Fuse	As per AIS 052.and AIS 153
B	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	
C	Location of cables away from heat sources	
D	Type approval of circuit diagram as per standards related to electric equipment's/wiring	
E	Battery cut - off switch (isolator switch):	
16.4	Wind screen wiper:	As per CMVR: IS 15802
A	Wiper motor:	
B	Wiper arm/blade:	
16.5	Driver cabin fan/AC vents	AC vents to be provided near driver
16.6	Lighting - internal & external and illumination	As per AIS 052 and AIS 153

Sr. No.	Description	Technical Specification
16.7	Illumination requirements/performance of:	
A	Dash board tell-tale lighting/control lighting	As per AIS 052
B	Cabin lighting - luminous flux of all lamps for cabin lighting	As per AIS 052
C	Passenger area lighting – luminous flux of all lamps for Passenger area lighting	As per AIS 052
17	ITS enabled bus	Compliance to chapter 10 of UBS-II
18	Safety related items:	
18.1	Driver seat belt & anchorage duly type approved.	ELR recoil type, 3 point mounting as per CMVR & AIS 052 conforming to AIS 005 & 015
18.2	Passengers seat belt:	As per AIS 052
	Number/location	
18.3	Driver/Passenger/wheelchair seat belt anchorage	
18.4	Fire extinguisher:	10 kgs fire extinguishers in driver and passenger saloon.
18.5	First aid box:	1 number, as per provision of CMVR
18.6	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant sleeves with MS tubing of 32 mm dia, 3 mm thick. Rest as per AIS 052
18.7	Handholds:	Colour contrasting and slip resistant. 2 to 4 numbers. Handholds per bay. Rest as per AIS 052
18.8	Stanchions:	MS Tubing with sleeves. 40 mm dia & 3.15 mm
18.9	Passenger stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter on every stanchions mainly for persons with disabilities.
18.10	Passenger stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter on every stanchions mainly for persons with disabilities.
A	Window guardrails:	
B	In all school buses - minimum numbers.	Not Applicable
C	In all other buses- minimum numbers.	As per AIS 052
D	In AC super deluxe buses	As per AIS 052
I	Other details:	
ii	First guard rail at a height from window sill in mm	
18.11	The distance between two guard rails in mm	

Sr. No.	Description	Technical Specification
18.12	Entrance/Exit guard/Step well guard:	800 mm minimum height extending $\geq$ 100mm more than centre line of sitting position of the Passenger.
18.13	Emergency exit doors, warning devices etc.:	as per AIS 052 and AIS 153
18.14	Front/Rear door, step well lights, door open sign	As per AIS 052
18.15	Mirrors right/left side exterior/interior:	As per AIS: 001 & 002. Interior with double curvature
18.16	Towing device front/rear	As per CMVR
18.17	Warning triangle	As per CMVR
18.18	Fog lighting	As per CMVR (Optional)
18.19	Bumpers - front and rear	Both made of steel or impact resistant polymer or combination of both meeting requirement of an energy absorbing system. FRP As per CMVR and AIS 052.
	Impact strength for bumpers	As per AIS 052
19	Miscellaneous items/requirements	
a	Type of window	Pasted glass windows.
b	Minimum height of window aperture (clear vision)3 in mm	$\geq$ 950
	3 Clear vision includes partition between fixed and sliding glass subject to a maximum width of 100 mm	As per AIS 052
c	Minimum height of upper edge of window aperture from bus floor	As per AIS 052
d	Minimum width of windows (clear vision zone)	As per AIS 052
19.2	Cabin luggage carrier	As per AIS 052
19.3	Life cycle requirements of bus (whichever is earlier)	<b>12 years or 10,00,000</b> Lakh Km OEM to take responsibility of bus bodies as well as of chassis for the period of warranty assured period.
20	Air conditioning system - test procedure for type approval	As per UBS II
20.1	Specifications	a) For up to 42°C of saloon temperature and b) For > 42°C of saloon temperature
20.2	Target results	a) 24 $\pm$ 4°C (up to 42°C)

Sr. No.	Description	Technical Specification
		b) Temperature gradient of 15° (> 42°C of saloon temperature) eg. If the saloon temperature is 45o, then the target temperature inside the bus is 45o-15o= 30o c) Minimum average air velocity at air vent is 4.5 m/s
20.3	Apparatus	Lab condition and heating chamber
20.4	Procedure	1. Soak for 1 hour 2. At 2000 rpm 3.Upto 42°C: pull down time 30 minutes (maximum) (for more than 42°C of saloon temperature, pull down time within 40 minutes (maximum)) 4. Thermocouple to be placed over place minimum 20 numbers at nose level
20.5	Air curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m³/hr. at each gate. Type of air curtains at entry exit gates their power consumption etc. be accounted for while deciding engine power, etc.	Not Required
21	Additional requirements	
21.1	Air circulations and ventilation in driver's area	An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cab Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment
21.2	Maximum noise levels inside the saloon (irrespective of AC, non-AC/fuel type/engine location)-test procedure as per AIS 020	As Per AIS 153
	Additional Requirements	
22	ITS requirement for public transport vehicle operation	Chapter 10 of UBS II and Compliance to AIS:140
23	Destination boards	Four destination boards, internal, front, side and rear to be provided. (3+ 1 PIS) Front and rear destination boards should be part of the bus body structure and not fitted externally. * All ITMS System & destination boards preferably handover make for better integration

Sr. No.	Description	Technical Specification
24	Surveillance Cameras	Three cameras, two in the passenger's saloon and one for rear view.
25	Roof hatches	Two no. roof escape hatch
26	Air Condition Capacity	Min 27 kW
27	Paint	Colour scheme as per Authority requirement
28	Jack	10 Tones

**\*Technical parameter mentioned in AIS; 052 & 153 are applicable as per Type 1 bus**

**Technical specification of MIDI Electric Non-AC Bus Complaint with the requirements of CMVR, \*AIS:052, \*AIS:153 & AIS:140**

Sr. No.	Description	Technical Specification
	Bus characteristics Maximum Bus Floor height ( To be measured at doors)	900 mm
1	Propulsion system	Electrically propelled Bus using electric propulsion system
2	Type of Battery	Li-ion or Li-ion Phosphate Battery or Li NMC or superior.
3	Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min & max charging % Maximum Thirty Minutes Power (kW) Motor/s capacity	Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min& max charging % Maximum Thirty Minutes Power (kW) Motor/s capacity: 150 kW (min) 1. No of Motors/ batteries as per the Bus manufacturer's design. 2. Power consumption: Less than 1.0 kWh per km. 3. Electrical Regeneration required. 4. Charging mode: AC charging required. 5. OFF board OR ON board charging required. 6. Charging time: less than 4 hours. 7. Safety: Short circuit /over temperature/lightening protection mandatory 8. CMVR certification mandatory
3.1	Battery cooling system	Efficient and robust battery cooling system calling for minimal maintenance
3.2	Battery life (No. of charging cycles)	Battery life: Batteries to last for 7 years (This can be used as a guideline)
3.3	Battery Charging System	To be decided by the Bus Operator
3.4	Electric drive motor/s	Optimal rating, type, make, model of electric drive motor requiring minimum maintenance
3.5	Electric propulsion system motor rating / power sufficient to provide:	
A	Rated performance at GVW in a stop/start urban operations	Attain bus maximum speed of 70kmph (without speed limiter) at GVW load, air conditioning and other sub-system operational.
B	Acceleration (meter/sec <sup>2</sup> )	≥ 0.8
C	Attain bus speed of 0-30 kmph in Seconds	≤ 10.5
D	Maximum speed	maximum speed 70kmph



Sr. No.	Description	Technical Specification
E	Minimum Operation Range per bus per day	240km (On actual condition with GVW, 18 hours continuous with intermediate charging time). Vehicle shall cover 160 Km in single charge range in real time operations @ 80% SOC. The remaining Operation of 80kms has to be completed with opportunity charging.
F	Grade ability from stop at GVW	17%
G	Rated HP/torque preferably at lower rpm range	Rated HP at low rpm and Maximum torque required at lower range of motor RPM and spread over a wider range of RPM Sufficient torque to meet the acceleration, gradeability, AC and range requirement.
H	Power requirements for Air conditioning system, ITS, etc	Required to be provided by electric propulsion system
3.6	Noise norms	As per CMVR.
3.7	Electric propulsion system	Electric propulsion system / subsystems (batteries) temperature, motor speed in RPM, vehicle speed, Motor % load (torque), diagnostic message (electric propulsion system batteries, cooling system, motor, Traction Controller specific) SOC with Vehicle Health Monitoring System. (Battery health + regenerative brake charging)
3.8	Electric propulsion system operational requirements	Electric propulsion system should be able to operate efficiently at ambient temperatures / environmental conditions.
3.9	Electric propulsion system / subsystems location	Optional/ preferably Battery location below floor.
3.10	Transmission	Automatic/Drive
4	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission)
5.1	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations or In wheel Hub Driven (To be considered as a guideline)
5.2	Front axle	Heavy duty reverse Elliot type axle suitable for various floor heights (To be considered as a guideline)
6	Steering system	Hydraulic power steering with angle adjustment
7	Suspension system	Air suspension at front and rear.
7.1	Front	Air bellows - 2 numbers

Sr. No.	Description	Technical Specification
7.2	Rear	Air bellows – 2/4 numbers
7.3	Kneeling	Not applicable
7.4	Anti-roll bars/stabilizers	Required at front and rear
7.5	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear
7.6	Controls (optional)	Electronically controlled air suspension system
8	Braking system	Braking system: Mandatory ABS with Disc brake
8.1	Anti-skid anti-brake locking system (ABS)	Mandatory.
8.2	Electronic controls	Required
9	Electrical system for bus ancillaries	24-volt DC
9.1	Batteries (auxiliary battery for equipment and light and light signalling devices):	Low maintenance type lead acid batteries for 24 V & Min 100Ah system- performances as per BIS: 14257-1995 (latest). 2X12V of commensurate capacity. Maintenance free batteries preferred.
9.2	Electrical wiring & controls -type	Multiplexing type -- As specified separately under ITS specifications and Conforming to IP67.
10	Speed limiting device (optional)	Mandatory as per CMVR.
11	Tyres	Steel Radial Tube-less. Size and performance as per CMVR.
12	Range:	240 km (On actual condition with GVW, 18 hours continuous with intermediate charging time). Vehicle shall cover 160 Km in single charge range in real time operations @ 80% SOC. The remaining Operation of 80kms has to be completed with opportunity charging.
13	Bus characteristics	
13.1	Bus dimensions' mm	
A	Overall length (excluding bumper)	9000 - 9200 mm
B	Overall width (sole bar/floor level-extreme points)	2600(maximum)
C	Overall height (unladen - at extreme point)	3800 (maximum)
D	Wheel-base	4300 – 4500 mm
I	Front Overhang	As per CMVR
li	Rear Overhang	As per CMVR
13.2	Maximum turning circle radius (mm)	As per CMVR
13.3	Floor height above ground (mm)	900 mm
13.4	Clearances (mm)	
A	Minimum Axle clearance (mm)	Minimum 175 mm

Sr. No.	Description	Technical Specification
B	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body & > 170 mm for the parts moving vertically with axle.
C	Minimum ground clearance (un-kneeled) at GVW	Within the wheelbase not less than 240mm.
13.5	Angles (degrees)	
A	Angle of approach (unladen)	Not less than 8.5°
B	Angle of departure (unladen)	Not less than 9.0°
C	Ramp over angle (half of break-over angle)	Not less than 4.8°
14	Bus Gates/Doors	Two Doors
14.1	Type of doors	LH Side doors – Power operated doors, JK type / Swing in /Out swing door 800mm width one no. ahead of Front axle. Other Door with Min. 1000mm width ahead of Rear Axle
A	Operating mechanism	Electro pneumatically controlled
B	Opening/Closing time in seconds per operation (maximum)	4
C	Positions of door controls	On dashboard and also inside & outside of doors as per AIS 052.
D	Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory
14.2	Front service doors (refer "A" in fig -1) - (near side/non- driver side)	
A	Minimum door aperture (without flaps) in mm	800(Minimum)
B	Minimum clear door width (fully opened) in mm	650 ± 50
C	Minimum door height in mm	1900
D	Positioning front service gate	Ahead of Front Axle
E	Number of gates	1
14.3	Rear service doors (Near side/non-driver side)	
14.3.1	Rear service doors (near side/non-driver side)	Ahead of rear axle
14.3.2	Rear service doors -refer "C" in figure 1 of UBS II (near side/non- driver side); steps required for non BRTS operations, steps not required for level boarding	
A	Minimum door aperture (without flaps) in mm	1000 (minimum)
B	Minimum clear door width (fully opened) in mm	850± 50
C	Minimum Door height in mm	1900

Sr. No.	Description	Technical Specification
D	Positioning rear door	ahead of rear axle
E	Number of gates	1
14.4	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:	
A	Stepped type entry (maximum)	400 mm
B	Level entry (at station platform height)	Not applicable
14.5	Entry/Exit doors, refer "D" in figure 3 of UBS II - for off side/driver side location - steps not required for level boarding	Not Required
a	Door aperture in mm	Not Required
b	Clear door width (fully opened) in mm	Not Required
c	Door height in mm	Not Required
d	Fixed partition between gates - full height	Not Required
e	Width of partition in mm	Not Required
f	Location of partition	Not Required
g	Positioning doors with respect to partition.	Not Required
h	Number of gates	Not Required
14.6	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:	
a	Stepped type entry (maximum)	400 mm
b	Level entry (at station platform height)	Not applicable
14.7	Maximum height (mm) of other steps (where required)	
a	if door ahead of rear axle	250
b	if door behind rear axle	250
14.8	Requirement for passengers with limited mobility	Required
A	Wheel chair anchoring - minimum for one-wheel chair	Required
li	Priority seats - minimum 2 seats	Required
lii	Stop request	Required on each stanchion
B	Emergency doors/exits or apertures (Numbers)	As per AIS 052 and AIS 153
	Dimensions in mm	As per AIS 052
C	Door closing requirements for bus movement -	Bus could move only after door closing completed

Sr. No.	Description	Technical Specification
i	Power operated service door - construction & control system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while closing.	As per AIS 052
ii	Door components	As per AIS 052
iii	Door locks/locking systems/door retention items	As per AIS 052
iv	Door hinges	As per AIS 052
15	Bus body	
15.1	Design type approval	As per CMVR and <b>AIS:153</b>
15.2	Bus structure - materials specifications etc.	As per OEM design Tubular structure complying to AIS 052 and AIS 153
15.3	Insulation	FR grade material as per IS 15061
A	Roof structure	FR Grade material glass wool, PU foam or thermocole. As per AIS:052.
B	Battery Pack compartment	
15.4	Aluminium extruded sections for:	
A	Rub rail	Aluminium extrusion IS 733/1983 or better
B	Decorative moulding	
C	Wire cover	
D	Wearing strip	
E	Foot step edging	
F	Panel beading	
G	Window frame	
H	Roof grab rail brackets	
15.5	Floor type/Materials etc.	
A	Type of Floor	As per AIS 052
B	Steps on floor	As per AIS 052
C	Maximum floor slope	As per AIS 052
D	Floor surface material	12mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 12mm thick
E	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS:15061:2002 for FR grade.

Sr. No.	Description	Technical Specification
15.6	Safety glasses and fittings:	
A	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, lat/curved with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed
	Size:	Standard designs for each variant of buses to be followed.
B	Rear windscreen: (wherever provided)	Single piece flat/curved toughened glass-plain/flat/curved at center & curved at corners IS:2553 (Part-2)-1992/latest
	Size:	Standard designs for each variant of buses to be followed. (Refer Annexure 1 of UBS II)
C	Side windows:	Flat/Curved, Single / 2-piece design-top fixed/sliding & bottom sliding/fixed/pasted toughened glass IS 2553 (Part-2)-1992/latest.
D	Glass specifications	Toughened glass IS2553 (Part-2)-1992/latest
	Glass thickness:	4.8-5.3mm
E	Window & other glasses - material specs, thickness etc.	Toughened as per IS:2553 (Part-2)-1992/latest of 4.8-5.3 mm thickness
F	Safety glass	As per CMVR
G	Rear view mirrors	As per CMVR
15.7	Seating and gangway etc.	
15.7.1	Passenger seating for ordinary type-1 buses	As per AIS 052
A	Seat layout in the low floor area	2x2
B	Seat layout in the higher floor area	2x2
C	Seat area/seat space per Passenger (width*depth) mm	400X350
D	Seat pitch - minimum (mm)	As per AIS 052
E	Minimum backrest height-from floor to top of seat/headrest	As per AIS 052
	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052
	Seat back rest height mm	375
F	Torso angle (degrees)	Minimum 12 <sup>0</sup>
G	Seat materials	As per AIS:023, Seats with cushion at seat & back
H	Seat frame structure material where required:	As per AIS:023,
I	Free height over seating position (mm)	More than 900
	Seat base height:	As per AIS 052

Sr. No.	Description	Technical Specification
J	Clearance space for seated Passenger facing partition (mm)	Minimum 350
K	Seat back/Pad material/Thickness:	Polyurethane Foam IS: 15061:2002 (padding is optional)
	Type:	MDI Moulded IS: 5509
	Upholstery:	Pile Fabric/Jekard 0.7-1.0 mm thickness
L	Area for seated passengers (sq. mm.) type 1 NDX/SDX:	400X350
M	Area for standee passengers (sq. mm.):	As per AIS 052
N	Number of seats	Min 25 + Wheel Chair + Driver
O	Number of standees	Calculation as per AIS 052
P	Sitting/Standing Ratio	Not required
Q	Headrest	Not required
R	Seats side facing	As per CMVR
S	Seat arm	Seat arm required for aisle seats and seats opposite to service door and above wheel arches.
T	Magazine pouch	Not required
U	Individual seat row fans	Not required
V	Reading lights	Not required
W	Seat back rest	PPLD
X	Seat belts & their anchorage	As per CMVR
Y	Performance & strength requirements of:	Required
I	Driver seat	As per AIS 023
ii	Passenger seats	As per AIS 023 (Front direction only)
15.7.2	Gangway:	
A	Minimum interior head room (Centre line of gangway) (mm)	1900mm including that in the rear overhang area.
I	At front axle:	As per AIS 052
ii	At rear axle:	As per AIS 052
iii	Other areas	As per AIS 052
B	Gangway width (mm) from gates to longitudinal space between seats (access to service doors)	(Ref figure-1) minimum 350mm excluding armrests (armrests are not required) and including stanchions- will be measured from seat edge to seat edge.
C	Gangway width (mm) in longitudinal space between seats	As above
D	Gangway width (mm) in longitudinal space between seats (rear of rear edge of the rear door in rear engine bus)	As above

Sr. No.	Description	Technical Specification
E	Driver's working space	As per AIS 052
	Driver's seat	As per AIS 052
15.8	Corrosion prevention & painting	As per clause 3.17 of AIS 052
A	Corrosion prevention treatment	
	Internal surfaces of structural members	
	External surfaces of structural members	
	After drilling holes/welding	
	Inter metallic galvanic corrosion prevention	
B	Primer coating	
C	Painting	
16	Electrical system	As per AIS 052.and AIS 153
16.1	Electrical cables:	BIS marked, Copper conductors with fire retardant as per IS/ISO:6722:2006 as per appropriate class. Conductor cross-section varying as per circuit requirements, minimum cross-section 0.5 sq mm. Quality marking may also be as per equivalent or better European, Japanese, US standards, Conforming to IP 67 water& air tight for traction battery. For Bus Body Building Multiplex wiring
16.2	Conductor cross section	
16.3	Safety requirements of electrical	As per AIS 052 Two nos. one Manual Battery cut - off switch (isolator switch) near driver's seat and one electronic on drivers dash board
A	Fuse	As per AIS 052.and AIS 153
B	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	
C	Location of cables away from heat sources	
D	Type approval of circuit diagram as per standards related to electric equipment's/wiring	
E	Battery cut - off switch (isolator switch):	
16.4	Wind screen wiper:	As per CMVR: IS 15802
A	Wiper motor:	
B	Wiper arm/blade:	
16.5	Driver cabin fan/AC vents	1 number, 200mm fan as per provision of CMVR, matching interiors



Sr. No.	Description	Technical Specification
16.6	Lighting - internal & external and illumination	As per AIS 052 and AIS 153
16.7	Illumination requirements/performance of:	
A	Dash board tell-tale lighting/control lighting	As per AIS 052
B	Cabin lighting - luminous flux of all lamps for cabin lighting	As per AIS 052
C	Passenger area lighting – luminous flux of all lamps for Passenger area lighting	As per AIS 052
17	ITS enabled bus	Compliance to chapter 10 of UBS-II
18	Safety related items:	
18.1	Driver seat belt & anchorage duly type approved.	ELR recoil type, 3 point mounting as per CMVR & AIS 052 conforming to AIS 005 & 015
18.2	Passengers seat belt: Number/location	As per AIS 052
18.3	Driver/Passenger/wheelchair seat belt anchorage	
18.4	Fire extinguisher:	10 kgs fire extinguishers in driver and passenger saloon.
18.5	First aid box:	1 number, as per provision of CMVR
18.6	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant sleeves with MS tubing of 32 mm dia, 3 mm thick. Rest as per AIS 052
18.7	Handholds:	Colour contrasting and slip resistant. 2 to 4 numbers. Handholds per bay. Rest as per AIS 052
18.8	Stanchions:	MS Tubing with sleeves. 40 mm dia & 3.15 mm
18.9	Passenger stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter on every stanchions mainly for persons with disabilities.
18.10	Passenger stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter on every stanchions mainly for persons with disabilities.
A	Window guardrails:	As per AIS 052
B	In all school buses - minimum numbers.	
C	In all other buses- minimum numbers.	
D	In AC super deluxe buses	
I	Other details:	
li	First guard rail at a height from window sill in mm	

Sr. No.	Description	Technical Specification
18.11	The distance between two guard rails in mm	
18.12	Entrance/Exit guard/Step well guard:	800 mm minimum height extending $\geq$ 100mm more than centre line of sitting position of the Passenger.
18.13	Emergency exit doors, warning devices etc.:	as per AIS 052 and AIS 153
18.14	Front/Rear door, step well lights, door open sign	As per AIS 052
18.15	Mirrors right/left side exterior/interior:	As per AIS: 001 & 002. Interior with double curvature
18.16	Towing device front/rear	As per CMVR
18.17	Warning triangle	As per CMVR
18.18	Fog lighting	As per CMVR (Optional)
18.19	Bumpers - front and rear	Both made of steel or impact resistant polymer or combination of both meeting requirement of an energy absorbing system. FRP As per CMVR and AIS 052.
	Impact strength for bumpers	As per AIS 052
19	Miscellaneous items/requirements	
a	Type of window	Sliding Window
b	Minimum height of window aperture (clear vision) <sup>3</sup> in mm	$\geq$ 950
	<sup>3</sup> Clear vision includes partition between fixed and sliding glass subject to a maximum width of 100 mm	As per AIS 052
c	Minimum height of upper edge of window aperture from bus floor	As per AIS 052
d	Minimum width of windows (clear vision zone)	As per AIS 052
19.2	Cabin luggage carrier	As per AIS 052
19.3	Life cycle requirements of bus (whichever is earlier)	<b>12 years or 10,00,000</b> Lakh Km OEM to take responsibility of bus bodies as well as of chassis for the period of warranty assured period.
20	Air conditioning system - test procedure for type approval	Not Required
20.1	Specifications	Not Required
20.2	Target results	Not Required
20.3	Apparatus	Not Required
20.4	Procedure	Not Required
20.5	Air curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently	Not Required

Sr. No.	Description	Technical Specification
	opened for boarding/alighting of Passenger with min air flow of 1000±50 m <sup>3</sup> /hr. at each gate. Type of air curtains at entry exit gates their power consumption etc. be accounted for while deciding engine power, etc.	
21	Additional requirements	
21.1	Air circulations and ventilation in driver's area	Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment
21.2	Maximum noise levels inside the saloon (irrespective of AC, non-AC/fuel type/engine location)-test procedure as per AIS 020	As Per AIS 153
	Additional Requirements	
22	ITS requirement for public transport vehicle operation	Chapter 10 of UBS II and Compliance to <b>AIS:140</b>
23	Destination boards	Four destination boards, internal, front, side and rear to be provided. (3+ 1 PIS) Front and rear destination boards should be part of the bus body structure and not fitted externally. * All ITMS System & destination boards preferably handover make for better integration
24	Surveillance Cameras	Three cameras, two in the passenger's saloon and one for rear view.
25	Roof hatches	One no. roof escape hatch
26	Air Condition Capacity	Not Required
27	Paint	Colour scheme as per PMC requirement
28	Jack	10 Tones

**\*Technical parameter mentioned in AIS; 052 & 153 are applicable as per Type 1 bus**

**Technical specification of 12-meter AC Bus Complaint with the requirements of CMVR, \*AIS:052, \*AIS:153 & AIS:140**

Sr.No.	Description	Technical Specification
	Bus characteristics	
	Maximum Bus Floor height	900 mm
1	Propulsion system	Electrically propelled Bus using electric propulsion system
2	Type of Battery	Li-ion or Li-ion Phosphate Battery or Li NMC or superior.
3	Battery pack rating and energy/ power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min & max charging %	<p>Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min&amp; max charging % Maximum Thirty Minutes Power (kW) Motor/s capacity: 150 kW (min)</p> <ol style="list-style-type: none"> <li>No of Motors/ batteries as per the Bus manufacturer's design.</li> <li>Power consumption: Less than 1.4 kWh per km.</li> <li>Electrical Regeneration required.</li> <li>Charging mode: AC or DC charging required.</li> <li>OFF board or On-board charging required.</li> <li>Charging time: less than 4 hours.</li> <li>Safety: Short circuit /over temperature/lightening protection Mandatory.</li> <li>CMVR certification mandatory</li> </ol>
3.1	Battery cooling system	Efficient and robust battery cooling system calling for minimal maintenance
3.2	Battery life (No. of charging cycles)	Battery life: Batteries to last for 7 years (This can be used as a guideline)
3.3	Battery Charging System	To be decided by the Bus Operator
3.4	Electric drive motor/s	Optimal rating, type, make, model of electric drive motor requiring minimum maintenance
3.5	Electric propulsion system motor rating / power sufficient to provide:	
A	Rated performance at GVW in a stop/start urban operations	Attain bus maximum speed of 70 kmph (without speed limiter) at GVW load, air conditioning and other sub-system operational.
B	Acceleration (meter/sec <sup>2</sup> )	≥ 0.8 as per MCVR
C	Attain bus speed of 0-30 kmph in Seconds	≤ 10.5 as per MCVR
D	Maximum speed	Maximum Speed: 70 kmph
E	Minimum Operation Range per bus per day	250 km (On actual condition with GVW and AC, 18 hours continuous with Opportunity Charging). However, The bus has to Operate 250 kms on a Single Charge @ 80% SOC. The remaining

Sr.No.	Description	Technical Specification
		Operation of 50kms has to be completed with opportunity charging.
F	Grade ability from stop at GVW	17%
G	Rated HP/torque preferably at lower rpm range	Rated HP at low rpm and Maximum torque required at lower range of motor RPM and spread over a wider range of RPM Sufficient torque to meet the acceleration, grade ability, AC and range requirement.
H	Power requirements for Air conditioning system, ITS, etc.	Required to be provided by electric propulsion system
3.6	Noise norms	As per CMVR.
3.7	Electric propulsion system	Electric propulsion system / subsystems (batteries) temperature, motor speed in RPM, vehicle speed, Motor % load (torque), diagnostic message (electric propulsion system batteries, cooling system, motor, Traction Controller specific) SOC with Vehicle Health Monitoring System. (Battery health + regenerative brake charging)
3.8	Electric propulsion system operational requirements	Electric propulsion system should be able to operate efficiently at ambient temperatures/ environmental conditions.
3.9	Electric propulsion system/ subsystems location	Optional/ preferably Battery location below floor.
3.10	Transmission	Automatic/Drive
4	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission)
5.1	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations (To be considered as a guideline)
5.2	Front axle	Heavy duty reverse Elliot type axle suitable for various floor heights (To be considered as a guideline).
6	Steering system	Hydraulic power steering with height and angle adjustment
7	Suspension system	Air suspension at front and rear.
7.1	Front	Air bellows - 2 numbers/Air suspension
7.2	Rear	Air bellows – 4 numbers/Air suspension
7.3	Kneeling	Not applicable
7.4	Anti-roll bars/stabilizers	Required at front and rear
7.5	Shock absorbers	Hydraulic double acting 2 at front & 4 at rear
7.6	Controls (optional)	Electronically controlled air suspension system
8	Braking system	Braking system: Mandatory ABS with Disc brake

Sr.No.	Description	Technical Specification
8.1	Anti-skid anti-brake locking system (ABS)	Mandatory
8.2	Electronic controls	Required
9	Electrical system for bus ancillaries	24-volt DC
9.1	Batteries (auxiliary battery for equipment and light and light signalling devices)	Low maintenance type lead acid batteries for 24 V & Min 100Ah system- performances as per BIS: 14257-1995 (latest). 2X12V of commensurate capacity. Maintenance free batteries preferred.
9.2	Electrical wiring & controls -type	Electrical wiring & controls –type: Multiplexing type - - As specified separately under ITS specifications and Conforming to IP54 (Minimum)
10	Speed limiting device (optional)	Mandatory as per CMVR. SLF
11	Tyres	Steel Radial Tube-less. Size and performance as per CMVR.
12	Range:	275 km (On actual condition with GVW and AC, 18 hours continuous with Opportunity Charging). However, The bus has to Operate 225kms on a Single Charge @ 80% SOC. The remaining Operation of 50kms has to be completed with opportunity charging.
13	Bus characteristics	
13.1	Bus dimensions' mm	
A	Overall length (excluding bumper)	12000 mm
B	Overall width (sole bar/floor level-extreme points)	2600 (maximum)
C	Overall height (unladen - at extreme point)	3800 (maximum)
D	Wheel-base	6000 ±200mm
I	Front Overhang	To accommodate minimum 800 mm wide door ahead of front axle.
ii	Rear Overhang	As per CMVR
132	Maximum turning circle radius (mm)	As per CMVR
133	Floor height above ground (mm)	400 mm
134	Clearances (mm)	
A	Minimum Axle clearance (mm)	Minimum 175 mm
B	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body & > 170mm for the parts moving vertically with axle.
C	Minimum ground clearance (un-kneeled) at GVW	Within the wheelbase not less than 240mm.
13.5	Angles (degrees)	
A	Angle of approach (unladen)	Not less than 8.5°
B	Angle of departure (unladen)	Not less than 9.0°

Sr.No.	Description	Technical Specification
C	Ramp over angle (half of break-over angle)	Not less than 4.8°
14	Bus Gates/Doors	
14.1	Type of doors	LH Side doors Power operated doors, JK type / Swing in door 800mm width one no. ahead of front axle and one no. 1200 m width preferably behind rear axle or ahead of rear axle.
A	Operating mechanism	Electro pneumatically controlled
B	Opening/Closing time in seconds per operation (maximum)	4
C	Positions of door controls	On dashboard and also inside & outside of doors as per AIS 052.
D	Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped.	Mandatory
14.2	Front service doors (refer "A" in fig - 1) - (near side/non- driver side)	
A	Minimum door aperture (without flaps) in mm	800
B	Minimum clear door width (fully opened) in mm	650 ± 50
C	Minimum door height in mm	1900mm
D	Positioning front service gate	Ahead of front axle
E	Number of gates	1
14.3	Rear service doors (Near side/non-driver side)	
14.3.1	Rear service doors (near side/non-driver side)	Behind rear axle/ Optionally ahead of rear wheel
14.3.2	Rear service doors -refer "C" in figure 1 of UBS II (near side/non-driver side); steps required for non BRTS operations, steps not required for level boarding	
A	Minimum door aperture (without flaps) in mm	1200 (minimum)
B	Minimum clear door width (fully opened) in mm	950 ± 50
C	Minimum Door height in mm	1900
D	Positioning rear door	Preferably behind of rear axle or optional ahead of rear axle
E	Number of gates	1
14.4	Maximum first step height (mm) from ground-unladen & un-kneeled position in buses with:	

Sr.No.	Description	Technical Specification
A	Stepped type entry (maximum)	400 mm
B	Level entry (at station platform height)	Not applicable
14.5	Entry/Exit doors, refer "D" in figure 3 of UBS II - for off side/driver side location - steps not required for level boarding	Not Required
a.	Door aperture in mm	Not Required
b.	Door width in mm	Not Required
c.	Door height in mm	Not Required
d.	Fixed partition between gates - full height	Not Required
e.	Width of partition in mm	Not Required
f.	Location of partition	Not Required
g.	Positioning doors with respect to partition.	Not Required
h.	Number of gates	Not Required
14.6	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:	
a.	Stepped type entry (maximum)	400 mm
b.	Level entry (at station platform height)	Not applicable
14.7	Maximum height (mm) of other steps (where required)	
a.	if door ahead of rear axle	250
b.	if door behind rear axle	250
14.8	Requirement for passengers with limited mobility	Required as per AIS:153
A	Wheel chair anchoring - minimum for one-wheel chair	Required as per AIS:153 (Front facing only)
li	Priority seats - minimum 2 seats	Required
lii	Stop request	Required on each stanchion
B	Emergency doors/exits or apertures (Numbers)	As per AIS 052 and AIS 153
	Dimensions in mm	As per AIS 052
C	Door closing requirements for bus movement -	Bus could move only after door closing completed
i	Power operated service door - construction & control system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while closing.	As per AIS 052
ii	Door components	As per AIS 052



Sr.No.	Description	Technical Specification
iii	Door locks/locking systems/door retention items	As per AIS 052
iv	Door hinges	As per AIS 052
15	Bus body	
15.1	Design type approval	As per CMVR and AIS:153
15.2	Bus structure - materials specifications etc.	As per OEM design Tubular structure complying to AIS 052 and AIS 153
15.3	Insulation	FR grade material as per IS 15061
A	Roof structure	Preferably German make Lamilux gewebe 48% 2mm for better performance or FR Grade material glass wool, PU foam or thermocole. As per AIS: 052
B	Battery Pack compartment	
15.4	Aluminium extruded sections for:	
A	Rub rail	Aluminium extrusion IS 733/1983 or better
B	Decorative moulding	
C	Wire cover	
D	Wearing strip	
E	Foot step edging	
F	Panel beading	
G	Window frame	
H	Roof grab rail brackets	
15.5	Floor type/Materials etc.	
A	Type of Floor	As per AIS 052
B	Steps on floor	As per AIS 052
C	Maximum floor slope	As per AIS 052
D	Floor surface material	12 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc. conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710 1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 19mm thick
E	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS:15061:2002 for FR grade.
15.6	Safety glasses and fittings:	
A	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, lat/curved with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed

Sr.No.	Description	Technical Specification
	Size:	Standard designs for each variant of buses to be followed.
B	Rear windscreen: (wherever provided)	Single piece flat/curved toughened glass plain/flat/curved at center & curved at corners IS:2553 (Part-2)-1992/latest
	Size:	4.8 – 5.3 mm
C	Side windows:	Standard designs for each variant of buses to be followed. (Refer Annexure 1 of UBS II) Flat, single or 2-piece design-top fixed/sliding & bottom sliding/fixed/pasted toughened glass IS 2553 (Part-2)-1992/latest.
D	Glass specifications	Toughened glass IS2553 (Part-2)-1992/latest
	Glass thickness:	4.8 - 5.3mm
E	Window & other glasses - material specs, thickness etc.	Toughened as per IS:2553 (Part-2)-1992/latest of 4.8-5.3 mm thickness
F	Safety glass	As per CMVR
G	Rear view mirrors	As per CMVR
15.7	Seating and gangway etc.	
15.7.1	Passenger seating for ordinary type-1 buses	As per AIS 052
A	Seat layout in the low floor area	2x2
B	Seat layout in the higher floor area	Opposite of driver side.
C	Seat area/seat space per Passenger (width*depth) mm	400X350
D	Seat pitch - minimum (mm)	As per AIS 052
E	Minimum backrest height-from floor to top of seat/headrest	As per AIS 052
	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052
	Seat back rest height mm	375
F	Torso angle (degrees)	Minimum 12 <sup>0</sup>
G	Seat materials	As per AIS:023, Seats with cushion at seat & back
H	Seat frame structure material where required:	As per AIS:023,
I	Free height over seating position (mm)	More than 900
	Seat base height:	As per AIS 052
J	Clearance space for seated Passenger facing partition (mm)	Minimum 350
K	Seat back/Pad material/Thickness:	Polyurethane Foam IS: 15061:2002 (padding is optional)
	Type:	MDI Moulded IS: 5509
	Upholstery:	Pile Fabric/Jekard 0.7-1.0 mm thickness
L	Area for seated passengers (sq. mm.) type 1 NDX/SDX:	400X350
M	Area for standee passengers (sq. mm.):	As per AIS 052

Sr.No.	Description	Technical Specification
N	Number of seats including one for wheel chair	40 + Wheel Chair + Driver
O	Number of standees	Calculation as per AIS 052
P	Sitting/Standing Ratio	Not required
Q	Headrest	Not required
R	Seats side facing location	Not required
S	Seat arm	Seat arm required for aisle seats and seats opposite to service door and above wheel arches.
T	Magazine pouch	Not required
U	Individual seat row fans	Not required
V	Reading lights	Not required
W	Seat back rest	Fixed
X	Seat belts & their anchorage	As per CMVR
Y	Performance & strength requirements of:	Required
I	Driver seat	As per AIS 023
li	Passenger seats	As per AIS 023 (Front direction only)
15.7.2	Gangway:	
	Minimum interior head room (Centre line of gangway) A (mm)	1900 mm including that in the rear overhang area.
I	At front axle:	As per AIS 052
li	At rear axle:	As per AIS 052
lii	Other areas	As per AIS 052
B	Gangway width (mm) from gates to longitudinal space between seats (access to service doors)	Ref figure-1) minimum 600 mm excluding armrests (armrests are not required) and including stanchions- will be measured from seat edge to seat edge.
C	Gangway width (mm) in longitudinal space between seats.	As above
D	Gangway width (mm) in longitudinal space between seats (rear of rear edge of the rear door in rear engine bus)	As above
E	Driver's working space	As per AIS 052
	Driver's seat	As per AIS 052
15.8	Corrosion prevention & painting	
A	Corrosion prevention treatment	As per clause 3.17 of AIS 052
	Internal surfaces of structural members	
	External surfaces of structural members	
	After drilling holes/welding	
	Inter metallic galvanic corrosion prevention	
B	Primer coating	
C	Painting	
16	Electrical system	As per AIS 052.and AIS 153 BIS marked, Copper conductors with fire retardant as per
16.1	Electrical cables:	IS/ISO:6722:2006 as per appropriate class.
16.2	Conductor cross section	

Sr.No.	Description	Technical Specification
		Conductor cross-section varying as per circuit requirements, minimum cross-section 0.5 sq mm. Quality marking may also be as per equivalent or better European, Japanese, US standards, Conforming to IP 67 water& air tight for traction battery. For Bus Body Building Multiplex wiring
16.3	Safety requirements of electrical	As per AIS 052 Two nos. one Manual Battery cut - off switch (isolator switch) near driver's seat and one electronic on drivers dash board
16.4	Wind screen wiper:	As per CMVR: IS 15802
A	Wiper motor:	
B	Wiper arm/blade	
16.5	Driver cabin fan/AC vents	AC vents to be provided near driver
16.6	Lighting - internal & external and illumination	As per AIS 052 and AIS 153
16.7	Illumination requirements/performance of:	
A	Dash board tell-tale lighting/control lighting	As per AIS 052
B	Cabin lighting - luminous flux of all lamps for cabin lighting	As per AIS 052
C	Passenger area lighting – luminous flux of all lamps for Passenger area lighting	As per AIS 052
17	ITS enabled bus	Compliance to chapter 10 of UBS-II
18	Safety related items:	
18.1	Driver seat belt & anchorage duly type approved.	ELR recoil type, 3 point mounting as per CMVR & AIS 052 conforming to AIS 005 & 015
18.2	Passengers seat belt:	As per AIS 052
	Number/location	
18.3	Driver/Passenger/wheelchair seat belt anchorage	
18.4	Fire extinguisher:	10 kgs fire extinguishers in driver and passenger saloon.
18.5	First aid box:	1 number, as per provision of CMVR
18.6	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant sleeves with MS tubing of 32 mm dia, 3 mm thick. Rest as per AIS 052
18.7	Handholds:	Colour contrasting and slip resistant. 2 to 4 numbers. Handholds per bay. Rest as per AIS 052
18.8	Stanchions:	MS Tubing with sleeves. 40 mm dia & 3.15 mm MS Tubing with sleeves. 40 mm dia & 3.15 mm
18.9	Passenger stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter on every stanchions mainly for persons with disabilities.
18.10	Passenger stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter on every stanchions mainly for persons with disabilities
A	Window guardrails:	Not Applicable

Sr.No.	Description	Technical Specification
B	In all school buses - minimum numbers.	Not Applicable
C	In all other buses- minimum numbers.	Not Applicable
D	In AC super deluxe buses	Not Applicable
I	Other details:	
ii	First guard rail at a height from window sill in mm	
18.11	The distance between two guard rails in mm	Not Applicable
18.12	Entrance/Exit guard/Step well guard:	800 mm minimum height extending $\geq$ 100mm more than centre line of sitting position of the Passenger.
18.13	Emergency exit doors, warning devices etc.	as per AIS 052 and AIS 153
18.14	Front/Rear door, step well lights, door open sign	As per AIS 052
18.15	Mirrors right/left side exterior/interior:	As per AIS: 001 & 002. Interior with double curvature
18.16	Towing device front/rear	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30 <sup>0</sup> of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring type Towing device front and rear required.
18.17	Warning triangle	As per CMVR
18.18	Fog lighting	As per CMVR (Optional)
18.19	Bumpers - front and rear	Both made of steel or impact resistant polymer or combination of both meeting requirement of an energy absorbing system. FRP As per CMVR and AIS 052.
	Impact strength for bumpers	As per AIS 052
19	Miscellaneous items/requirements	
a	Type of window	Pasted glass windows.
b	Minimum height of window aperture (clear vision) <sup>3</sup> in mm	$\geq$ 950
	<sup>3</sup> Clear vision includes partition between fixed and sliding glass subject to a maximum width of 100 mm subject to a maximum width of 100 mm	As per AIS 052
c	Minimum height of upper edge of window aperture from bus floor	As per AIS 052
d	Minimum width of windows (clear vision zone)	As per AIS 052
19.2	Cabin luggage carrier	As per AIS 052
19.3	Life cycle requirements of bus (whichever is earlier)	12 years or 10,00,000 Lakh Km OEM to take responsibility of bus bodies as well as of chassis for the period of warranty assured period.
20	Air conditioning system - test procedure for type approval	As per UBS II
20.1	Specifications	a) For up to 42°C of saloon temperature and b) For > 42°C of saloon temperature

Sr.No.	Description	Technical Specification
20.2	Target results	a) $24 \pm 4^{\circ}\text{C}$ (up to $42^{\circ}\text{C}$ ) b) Temperature gradient of $15^{\circ}$ ( $> 42^{\circ}\text{C}$ of saloon temperature) e.g. If the saloon temperature is $45^{\circ}$ , then the target temperature inside the bus is $45 - 15 = 30^{\circ}$ c) Minimum average air velocity at air vent is 4.5 m/s
20.3	Apparatus	Lab condition and heating chamber
20.4	Procedure	1. Soak for 1 hour 2. At 2000 rpm 3. Upto $42^{\circ}\text{C}$ : pull down time 30 minutes (maximum) (for more than $42^{\circ}\text{C}$ of saloon temperature, pull down time within 40 minutes (maximum)) 4. Thermocouple to be placed over place minimum 20 numbers at nose level.
20.5	Air curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of $1000 \pm 50 \text{ m}^3/\text{hr}$ . at each gate. Type of air curtains at entry exit gates their power consumption etc. be accounted for while deciding engine power, etc.	Optional
21	Additional requirements	
21.1	Air circulations and ventilation in driver's area	An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cab
		Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment
21.2	Maximum noise levels inside the saloon (irrespective of AC, non-AC/fuel type/engine location)-test procedure as per AIS 020	As Per AIS 153
	Additional Requirements 2 nos. of still dustbin in passenger saloon.	
22	ITS requirement for public transport vehicle operation RFID TAG	Chapter 10 of UBS II and Compliance to AIS:140 The bus manufacturer has to provide RFID TAG on the driver side glass on door window. The successful bidder has to match (shall be compatible) with the existing AUTHORITY infrastructure.

Sr.No.	Description	Technical Specification
23	Destination Boards: Five destination boards, internal, front, side, right BRT side and rear to be provided. (4+ 1 PIS) Front and rear destination boards should be part of the bus body structure and not fitted externally. * All ITMS System & destination boards preferably handover make for better integration.	Destination Boards: Four destination boards, internal, front, side and rear to be provided. (3+ 1 PIS) Front and rear destination boards should be part of the bus body structure and not fitted externally. * All ITMS System & destination boards preferably handover make for better integration
24	Surveillance Cameras	Three cameras, two in the passenger's saloon and one for rear view
25	Roof hatches	Two nos. roof escape hatches for ventilation
26	Air Condition Capacity	Minimum 37kW
27	Paint	Colour scheme as per AUTHORITY requirement
28	Jack	10 tones

**Technical specification of 12-meter Non-AC Bus Complaint with the requirements of CMVR, \*AIS:052, \*AIS:153 & AIS:140**

Sr. No.	Description	Technical Specification
	Bus characteristics	
	Maximum Bus Floor height	900 mm
1	Propulsion system	Electrically propelled Bus using electric propulsion system
2	Type of Battery	Li-ion or Li-ion Phosphate Battery or Li NMC or superior.
3	Battery pack rating and energy/ power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min & max charging %	<p>Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min&amp; max charging % Maximum Thirty Minutes Power (kW) Motor/s capacity: 150 kW (min)</p> <ol style="list-style-type: none"> <li>No of Motors/ batteries as per the Bus manufacturer's design.</li> <li>Power consumption: Less than 1.4 kWh per km.</li> <li>Electrical Regeneration required.</li> <li>Charging mode: AC or DC charging required.</li> <li>OFF board or On-board charging required.</li> <li>Charging time: less than 4 hours.</li> <li>Safety: Short circuit /over temperature/lightening protection mandatory</li> <li>CMVR certification mandatory</li> </ol>
3.1	Battery cooling system	Efficient and robust battery cooling system calling for minimal maintenance
3.2	Battery life (No. of charging cycles)	Battery life: Batteries to last for 7 years (This can be used as a guideline)
3.3	Battery Charging System	To be decided by the Bus Operator
3.4	Electric drive motor/s	Optimal rating, type, make, model of electric drive motor requiring minimum maintenance
3.5	Electric propulsion system motor rating / power sufficient to provide:	
A	Rated performance at GVW in a stop/start urban operations	Attain bus maximum speed of 70 kmph (without speed limiter) at GVW load, air conditioning and other sub-system operational.
B	Acceleration (meter/sec <sup>2</sup> )	≥ 0.8
C	Attain bus speed of 0-30 kmph in Seconds	≤ 10.5
D	Maximum speed	Maximum Speed: 70 kmph
E	Minimum Operation Range per bus per day	275 km (On actual condition with GVW and AC, 18 hours continuous with Opportunity Charging). However, The bus has to Operate 225kms on a Single Charge @ 80% SOC. The remaining



Sr. No.	Description	Technical Specification
		Operation of 50kms has to be completed with opportunity charging.
F	Grade ability from stop at GVW	17%
G	Rated HP/torque preferably at lower rpm range	Rated HP at low rpm and Maximum torque required at lower range of motor RPM and spread over a wider range of RPM Sufficient torque to meet the acceleration, gradeability, AC and range requirement.
H	Power requirements for Air conditioning system, ITS, etc.	Required to be provided by electric propulsion system
3.6	Noise norms	As per CMVR.
3.7	Electric propulsion system	Electric propulsion system / subsystems (batteries) temperature, motor speed in RPM, vehicle speed, Motor % load (torque), diagnostic message (electric propulsion system batteries, cooling system, motor, Traction Controller specific) SOC with Vehicle Health Monitoring System. (Battery health + regenerative brake charging)
3.8	Electric propulsion system operational requirements	Electric propulsion system should be able to operate efficiently at ambient temperatures/ environmental conditions.
3.9	Electric propulsion system/ subsystems location	Optional/ preferably Battery location below floor.
3.10	Transmission	Automatic
4	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission)
5.1	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations (To be considered as a guideline)
5.2	Front axle	Heavy duty reverse Elliot type axle suitable for various floor heights (To be considered as a guideline).
6	Steering system	Hydraulic power steering with height and angle adjustment
7	Suspension system	Air suspension at front and rear.
7.1	Front	Air bellows - 2 numbers
7.2	Rear	Air bellows – 4 numbers
7.3	Kneeling	Not applicable
7.4	Anti-roll bars/stabilizers	Required at front and rear
7.5	Shock absorbers	Hydraulic double acting 2 at front & 4 at rear
7.6	Controls (optional)	Electronically controlled air suspension system
8	Braking system	Braking system: Mandatory ABS with Disc brake

Sr. No.	Description	Technical Specification
8.1	Anti-skid anti-brake locking system (ABS)	Mandatory
8.2	Electronic controls	Required
9	Electrical system for bus ancillaries	24-volt DC
9.1	Batteries (auxiliary battery for equipment and light and light signalling devices)	Low maintenance type lead acid batteries for 24 V & Min 100Ah system- performances as per BIS: 14257-1995 (latest). 2X12V of commensurate capacity. Maintenance free batteries preferred.
9.2	Electrical wiring & controls -type	Electrical wiring & controls –type: Multiplexing type -- As specified separately under ITS specifications and Conforming to IP54 (Minimum)
10	Speed limiting device (optional)	Mandatory as per CMVR. SLF
11	Tyres	Steel Radial Tube-less. Size and performance as per CMVR.
12	Range:	275 km (On actual condition with GVW and AC, 18 hours continuous with Opportunity Charging). However, The bus has to Operate 225kms on a Single Charge @ 80% SOC. The remaining Operation of 50kms has to be completed with opportunity charging.
13	Bus characteristics	
13.1	Bus dimensions' mm	
A	Overall length (excluding bumper)	12000 mm
B	Overall width (sole bar/floor level-extreme points)	2600 (maximum)
C	Overall height (unladen - at extreme point)	3800 (maximum)
D	Wheel-base	6000 ±200mm
I	Front Overhang	To accommodate minimum 800 mm wide door ahead of front axle.
li	Rear Overhang	As per CMVR
13.2	Maximum turning circle radius (mm)	As per CMVR
13.3	Floor height above ground (mm)	400 mm
13.4	Clearances (mm)	
A	Minimum Axle clearance (mm)	Minimum 175 mm
B	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body & > 170mm for the parts moving vertically with axle.
C	Minimum ground clearance (un-kneeled) at GVW	Within the wheelbase not less than 240mm.
13.5	Angles (degrees)	
A	Angle of approach (unladen)	Not less than 8.5°
B	Angle of departure (unladen)	Not less than 9.0°

Sr. No.	Description	Technical Specification
C	Ramp over angle (half of break-over angle)	Not less than 4.8°
14	Bus Gates/Doors	
14.1	Type of doors	LH Side doors – Power operated doors, JK type / Swing in door 800mm width one no. ahead of front axle and one no. 1200 m width preferably behind rear axle or ahead of rear axle.
A	Operating mechanism	Electro pneumatically controlled
B	Opening/Closing time in seconds per operation (maximum)	4
C	Positions of door controls	On dashboard and also inside & outside of doors as per AIS 052.
D	Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped.	Mandatory
14.2	Front service doors (refer "A" in fig -1) - (near side/non- driver side)	
A	Minimum door aperture (without flaps) in mm	800
B	Minimum clear door width (fully opened) in mm	650 ± 50
C	Minimum door height in mm	1900mm
D	Positioning front service gate	Ahead of front axle
E	Number of gates	1
14.3	Rear service doors (Near side/non-driver side)	
14.3.1	Rear service doors (near side/non- driver side)	Behind rear axle/ Optionally ahead of rear wheel
14.3.2	Rear service doors -refer "C" in figure 1 of UBS II (near side/non- driver side); steps required for non BRTS operations, steps not required for level boarding	
A	Minimum door aperture (without flaps) in mm	1200 (minimum)
B	Minimum clear door width (fully opened) in mm	950 ± 50
C	Minimum Door height in mm	1900
D	Positioning rear door	Preferably behind of rear axle or optional ahead of rear axle
E	Number of gates	1

Sr. No.	Description	Technical Specification
14.4	Maximum first step height (mm) from ground-unladen & un-kneeled position in buses with:	
A	Stepped type entry (maximum)	400 mm
B	Level entry (at station platform height)	Not applicable
14.5	Entry/Exit doors, refer "D" in figure 3 of UBS II - for off side/driver side location - steps not required for level boarding	Not Required
a.	Door aperture in mm	Not Required
b.		Not Required
c.	Door height in mm	Not Required
d.	Fixed partition between gates - full height	Not Required
e.	Width of partition in mm	Not Required
f.	Location of partition	Not Required
g.	Positioning doors with respect to partition.	Not Required
h.	Number of gates	Not Required
14.6	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:	
a.	Stepped type entry (maximum)	400 mm
b.	Level entry (at station platform height)	Not applicable
14.7	Maximum height (mm) of other steps (where required)	
a.	if door ahead of rear axle	250
b.	if door behind rear axle	250
14.8	Requirement for passengers with limited mobility	Required as per AIS:153
A	Wheel chair anchoring - minimum for one-wheel chair	Required as per AIS:153 (Front facing only)
li	Priority seats - minimum 2 seats	Required
lii	Stop request	Required on each stanchion
B	Emergency doors/exits or apertures (Numbers)	As per AIS 052and AIS 153
	Dimensions in mm	As per AIS 052
C	Door closing requirements for bus movement -	Bus could move only after door closing completed
i	Power operated service door - construction & control	As per AIS 052

Sr. No.	Description	Technical Specification
	system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while closing.	
ii	Door components	As per AIS 052
iii	Door locks/locking systems/door retention items	As per AIS 052
iv	Door hinges	As per AIS 052
15	Bus body	
15.1	Design type approval	As per CMVR and AIS:153
15.2	Bus structure - materials specifications etc.	As per OEM design Tubular structure complying to AIS 052 and AIS 153
15.3	Insulation	FR grade material as per IS 15061
A	Roof structure	Preferably German make Lamilux gewebe 48% 2mm for better performance or FR Grade material glass wool, PU foam or thermocole. As per AIS: 052.
B	Battery Pack compartment	
15.4	Aluminium extruded sections for:	
A	Rub rail	Aluminium extrusion IS 733/1983 or better
B	Decorative moulding	
C	Wire cover	
D	Wearing strip	
E	Foot step edging	
F	Panel beading	
G	Window frame	
H	Roof grab rail brackets	
15.5	Floor type/Materials etc.	
A	Type of Floor	As per AIS 052
B	Steps on floor	As per AIS 052
C	Maximum floor slope	As per AIS 052
D	Floor surface material	12 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc. conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710 1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 19mm thick
E	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS:15061:2002 for FR grade.

Sr. No.	Description	Technical Specification
15.6	Safety glasses and fittings:	
A	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, lat/ curved with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed
	Size:	Standard designs for each variant of buses to be followed.
B	Rear windscreen: (wherever provided)	Single piece flat/curved toughened glass plain/flat/ curved at center & curved at corners IS:2553 (Part-2)-1992/latest
	Size:	4.8 – 5.3 mm
C	Side windows:	Standard designs for each variant of buses to be followed. (Refer Annexure 1 of UBS II) Flat, Single or 2-piece design-top fixed/sliding & bottom sliding/ fixed/pasted toughened glass IS 2553 (Part-2)-1992/latest.
D	Glass specifications	Toughened glass IS2553 (Part-2)-1992/latest
	Glass thickness:	4.8-5.3mm
E	Window & other glasses - material specs, thickness etc.	Toughened as per IS:2553 (Part-2)-1992/latest of 4.8-5.3 mm thickness
F	Safety glass	As per CMVR
G	Rear view mirrors	As per CMVR
15.7	Seating and gangway etc.	
15.7.1	Passenger seating for ordinary type-1 buses	As per AIS 052
A	Seat layout in the low floor area	2x2
B	Seat layout in the higher floor area	opposite of driver side.
C	Seat area/seat space per Passenger (width*depth) mm	400X350
D	Seat pitch - minimum (mm)	As per AIS 052
E	Minimum backrest height-from floor to top of seat/headrest	As per AIS 052
	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052
	Seat back rest height mm	375
F	Torso angle (degrees)	Minimum 12 <sup>0</sup>
G	Seat materials	As per AIS:023, Seats with cushion at seat & back
H	Seat frame structure material where required:	As per AIS:023,
I	Free height over seating position (mm)	More than 900
	Seat base height:	As per AIS 052
J	Clearance space for seated Passenger facing partition (mm)	Minimum 350
K	Seat back/Pad material/Thickness:	Polyurethane Foam IS: 15061:2002 (padding is optional)
	Type:	MDI Moulded IS: 5509

Sr. No.	Description	Technical Specification
	Upholstery:	Pile Fabric/Jekard 0.7-1.0 mm thickness
L	Area for seated passengers (sq. mm.) type 1 NDX/SDX:	400X350
M	Area for standee passengers (sq. mm.):	As per AIS 052
N	Number of seats including one for wheel chair	40 + Wheel Chair + Driver
O	Number of standees	Calculation as per AIS 052
P	Sitting/Standing Ratio	Not required
Q	Headrest	Not required
R	Seats side facing location	Not required
S	Seat arm	Seat arm required for aisle seats and seats opposite to service door and above wheel arches.
T	Magazine pouch	Not required
U	Individual seat row fans	Not required
V	Reading lights	Not required
W	Seat back rest	Fixed
X	Seat belts & their anchorage	As per CMVR
Y	Performance & strength requirements of:	Required
I	Driver seat	As per AIS 023
li	Passenger seats	As per AIS 023 (Front direction only)
15.7.2	Gangway:	
	Minimum interior head room (Centre line of gangway) A (mm)	1900mm including that in the rear overhang area.
I	At front axle:	As per AIS 052
li	At rear axle:	As per AIS 052
lii	Other areas	As per AIS 052
B	Gangway width (mm) from gates to longitudinal space between seats (access to service doors)	Ref figure-1) minimum 600 mm excluding armrests (armrests are not required) and including stanchions- will be measured from seat edge to seat edge.
C	Gangway width (mm) in longitudinal space between seats.	As above
D	Gangway width (mm) in longitudinal space between seats (rear of rear edge of the rear door in rear engine bus)	As above
E	Driver's working space	As per AIS 052
	Driver's seat	As per AIS 052
15.8	Corrosion prevention & painting	
A	Corrosion prevention treatment	As per clause 3.17 of AIS 052
	Internal surfaces of structural members	
	External surfaces of structural members	
	After drilling holes/welding	

Sr. No.	Description	Technical Specification
	Inter metallic galvanic corrosion prevention	
B	Primer coating	As per clause 3.17 of AIS 052
C	Painting	As per clause 3.17 of AIS 052
16	Electrical system	As per AIS 052.and AIS 153 BIS marked, Copper conductors with fire retardant as per
16.1	Electrical cables:	IS/ISO:6722:2006 as per appropriate class.
16.2	Conductor cross section	Conductor cross-section varying as per circuit requirements, minimum cross-section 0.5 sq mm. Quality marking may also be as per equivalent or better European, Japanese, US standards, Conforming to IP 67 water& air tight for traction battery. For Bus Body Building Multiplex wiring
16.3	Safety requirements of electrical	As per AIS 052 Two nos. one Manual Battery cut - off switch (isolator switch) near driver's seat and one electronic on drivers dash board
16.4	Wind screen wiper:	As per CMVR: IS 15802
A	Wiper motor:	
B	Wiper arm/blade	
16.5	Driver cabin fan/AC vents	1 number, 200mm fan as per provision of CMVR, matching interiors
16.6	Lighting - internal & external and illumination	As per AIS 052 and AIS 153
16.7	Illumination requirements/performance of:	
A	Dash board tell-tale lighting/control lighting	As per AIS 052
B	Cabin lighting - luminous flux of all lamps for cabin lighting	As per AIS 052
C	Passenger area lighting – luminous flux of all lamps for Passenger area lighting	As per AIS 052
17	ITS enabled bus	Compliance to chapter 10 of UBS-II
18	Safety related items:	
18.1	Driver seat belt & anchorage duly type approved.	ELR recoil type, 3 point mounting as per CMVR & AIS 052 conforming to AIS 005 & 015
18.2	Passengers seat belt:	As per AIS 052
	Number/location	
18.3	Driver/Passenger/wheelchair seat belt anchorage	
18.4	Fire extinguisher:	10 kgs fire extinguishers in driver and passenger saloon.
18.5	First aid box:	1 number, as per provision of CMVR
18.6	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant sleeves with MS tubing of 32 mm dia, 3 mm thick. Rest as per AIS 052
18.7	Handholds:	Colour contrasting and slip resistant. 2 to 4 numbers. Handholds per bay. Rest as per AIS 052
18.8	Stanchions:	MS Tubing with sleeves. 40 mm dia & 3.15 mm MS Tubing with sleeves. 40 mm dia & 3.15 mm



Sr. No.	Description	Technical Specification
18.9	Passenger stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter on every stanchions mainly for persons with disabilities.
18.10	Passenger stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter on every stanchions mainly for persons with disabilities
A	Window guardrails:	As per AIS 052
B	In all school buses - minimum numbers.	
C	In all other buses- minimum numbers.	
D	In AC super deluxe buses	
I	Other details:	
li	First guard rail at a height from window sill in mm	
18.11	The distance between two guard rails in mm	
18.12	Entrance/Exit guard/Step well guard:	800 mm minimum height extending $\geq 100$ mm more than centre line of sitting position of the Passenger.
18.13	Emergency exit doors, warning devices etc.	as per AIS 052 and AIS 153
18.14	Front/Rear door, step well lights, door open sign	As per AIS 052
18.15	Mirrors right/left side exterior/interior:	As per AIS: 001 & 002. Interior with double curvature
18.16	Towing device front/rear	Heavy duty 1.2 times (minimum) the kerb weight of the bus with $30^{\circ}$ of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring type Towing device front and rear required
18.17	Warning triangle	As per CMVR
18.18	Fog lighting	As per CMVR (Optional)
18.19	Bumpers - front and rear	Both made of steel or impact resistant polymer or combination of both meeting requirement of an energy absorbing system. FRP As per CMVR and AIS 052.
	Impact strength for bumpers	As per AIS 052
19	Miscellaneous items/requirements	
a	Type of window	Sliding glass windows.
b	Minimum height of window aperture (clear vision) <sup>3</sup> in mm	$\geq 950$
	<sup>3</sup> Clear vision includes partition between fixed and sliding glass subject to a maximum width of 100 mm subject to a maximum width of 100 mm	As per AIS 052
c	Minimum height of upper edge of window aperture from bus floor	As per AIS 052
d	Minimum width of windows (clear vision zone)	As per AIS 052
19.2	Cabin luggage carrier	As per AIS 052

Sr. No.	Description	Technical Specification
19.3	Life cycle requirements of bus (whichever is earlier)	10 years or 10,00,000 Lakh Km OEM to take responsibility of bus bodies as well as of chassis for the period of warranty assured period.
20	Air conditioning system - test procedure for type approval	Not Required
20.1	Specifications	Not Required
20.2	Target results	Not Required
20.3	Apparatus	Not Required
20.4	Procedure	Not Required
20.5	Air curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m <sup>3</sup> /hr. at each gate. Type of air curtains at entry exit gates their power consumption etc. be accounted for while deciding engine power, etc.	Not Required
21	Additional requirements	
21.1	Air circulations and ventilation in driver's area	Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment
21.2	Maximum noise levels inside the saloon (irrespective of AC, non-AC/fuel type/engine location)-test procedure as per AIS 020	As Per AIS 153
	Additional Requirements 2 nos. of still dustbin in passenger saloon.	
22	ITS requirement for public transport vehicle operation RFID TAG	Chapter 10 of UBS II and Compliance to AIS:140 The bus manufacturer has to provide RFID TAG on the driver side glass on door window. The successful bidder has to match (shall be compatible) with the existing AUTHORITY infrastructure.
23	Destination Boards:  Five destination boards, internal, front, side, right BRT side and rear to be provided. (4+ 1 PIS) Front and rear destination boards should be part of the bus body structure and not fitted externally.	Destination Boards:  Four destination boards, internal, front, side and rear to be provided. (3+ 1 PIS) Front and rear destination boards should be part of the bus body structure and not fitted externally. * All ITMS System & destination boards preferably handover make for better integration

Sr. No.	Description	Technical Specification
	* All ITMS System & destination boards preferably handover make for better integration.	
24	Surveillance Cameras	Three cameras, two in the passenger's saloon and one for rear view
25	Roof hatches	Two nos. roof escape hatches for ventilation
26	Air Condition	Not Required
27	Paint	Colour scheme as per Authority requirement
28	Jack	10 tones

**Technical specification of 7 Mtrs. MINI Electric AC Bus Complaint with the requirements of CMVR, \*AIS:052, \*AIS:153 & AIS:140**

<b>Sr. No.</b>	<b>Description</b>	<b>Technical Specification</b>
1	Bus Floor Height	900 mm
2	Max Motor Power	Maximun-180 kw Rated-150 kw
3	Max Speed	70 kmph (As per CMVR)
<b>4</b>	<b>Single Charge Range - AC, Passenger Load and under Traffic conditions</b>	<b>150</b>
<b>5</b>	<b>Single Charge Range - NON AC, Passenger Load and under Traffic conditions</b>	<b>180</b>
6	Gradeability	17%
7	Rated Torque	1500 Nm
8	Suspension	Full Air suspension
9	Brake	Disc brakes with ABS
10	Seating	Seating Arrangement = 2x2 Seating Capacity = 22 to 25+Dr. (Plastic moulded with Rexene cover)
<b>11</b>	<b>No of Roof Hatches</b>	<b>1</b>
<b>12</b>	<b>Placement of Battery</b>	<b>Below floor</b>
13	AC Charging Time	4-5 Hrs
14	DC Charging Time	2-3 Hrs.
15	Battery Life Cycle	4000
16	Acceleration	1.76 m/s <sup>2</sup> (0-60 kmph)
<b>17</b>	<b>Length</b>	<b>7605 mm</b>
18	Width	2165 mm
19	Height	3022 mm
20	Wheel Base	3985 mm
21	Front Overhang	1380 mm
22	Rear Overhang	2240 mm
23	Axle Clearance	175 mm
24	Wheel Area Clearance	240 mm
<b>25</b>	<b>Number of Doors</b>	<b>2</b>
26	Type of Seats	HHR/ HHR Reclining/ Standard (Passenger seats front direction only)
27	Type of Body Panelling	Aluminium
29	Air conditioner capacity	16KW
30	Kneeling	NA
<b>31</b>	<b>Glass in Glass</b>	<b>Available</b>

**NOTE : The Bidder has to provide all Electric buses as per guideline/specification of Ministry of Heavy Industries FAME India Scheme Phase – II.**

## **OTHER TECHNICAL SPECIFICATIONS :**

### **A) OTHER TECHNICAL REQUIREMENTS FOR DD ACELECTRICBUSES:**

1. The Bidders have to supply sufficient no. of chargers required for charging of 207 AC/Non AC Electric buses with suitable capacity complying latest applicable shall be provided.
2. The Bidder shall submit Technical Specification of Components/Systems of Electric Propulsion system and Submit the test certificate for the same components as per the prescribed standards from the notified testing Agencies like CIRT , ARAI, VRDE, etc
3. All electrical wiring harness and accessories used on electric bus shall comply necessary automotive safety standards.
4. All units & electrical accessories and wiring harnesses use on the bus shall be so mounted that they are easily Accessible and can be removed without disturbing other components. Further these accessories and wiring Harnesses shall be well protected to prevent ingress of water.
5. Mandatory Certification Compliance and acceptance tests for Safety Components, Batteries, Buses and Requirements for Battery Charging Infrastructure Systems etc. by competent authority to be obtained.
6. Mandatory Certification Compliance for Safety Components ,Batteries & Buses:
7. The Bidder shall ensure the fitment of all electric propulsion system components on the bus confirming to National/International Standards. In case if the standards are not available, then it should confirm to the Companies standard based on sound technical information and Engineering practices.
8. The Bidder shall undertake type testing of Traction Batteries fitted on the bus as per following mandatory AIS standard and submit copy of Approved certificate to the Undertaking.
9. AIS Standard Title Battery Operated Vehicles –Safety Requirements of Traction Batteries.
10. These batteries for electric propulsion, technology should be compliant to nail Penetration test.
11. The Buses shall meet all the above technical specification requirements. The buses shall be deemed satisfactory For operation only after the buses meet all the requirements prescribed above.
12. The Bidder shall monitor the operation of these Buses and sort out the operational issues, if any.
13. The bidder shall ensure safe & successful operation of these buses. In case of breakdown in these vehicle systems or battery charging infrastructure system, the

Bidder shall immediately rectify the defects/replace parts and make the Buses, vehicle systems or charging system Operational as the case maybe.

14. VTS/PIS/CCTV cameras with 48 hrs backup of footage & same to be integrated with the KDMTU's ITM System.

**B) INSPECTION & TESTING:**

1. The Successful Bidder shall offer a Prototype bus for final inspection at their Works within 30 days from LOA
2. The bus shall be painted inside and outside with polyurethane paint and the colour scheme for the painting shall be as per the KDMTU's requirement. This will be informed at the time of body (of the bus) building.

All Buses shall be accepted by KDMTU only after final inspection of bus at Successful Bidder's / Dealers location in Mumbai.

**C) LIST OF WALL CHARTS, PARTS CATALOGUE, DRAWINGS, SEAT LAYOUT, ETC.**

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

**D) REGARDING MINIMUM CIVIL INFRASTRUCTURE & EQUIPMENT TO BE PROVIDED AT THE PARKING SPACE ALLOCATED BY THE KDMTU UNDERTAKING AT KHAMBALPADA DEPOT OR ALTERNATIVE PLACE SUGGESTED BY KDMTU.**

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

**Note :-**

- 1) **In case of non availability of model as per above technical specification bidder can offer suitable model having similar operating rang and seating capacity. CMVR/Type approval certificate to be submitted at the time of proto inspection.**
- 2) **And Third party inspection CIRT/ARAI certificate to be submitted at the time of supply of buses to the Authority.**

**In this regards all final decision taken by the Transport Manager in present situation at that time.**