

**GOVERNMENT OF ASSAM
TRANSPORT DEPARTMENT
BLOCK D, 4TH FLOOR, JANATA BHAWAN,
DISPUR-06::GUWAHATI-06**

Email ID: ***transport-department@assam.gov.in***.

No. E- 810040/85

Date: 08-07-2026

From : The Secretary to the Govt. of Assam,
Transport Department, Dispur-06.

To : The Secretary
Assam Legislative Assembly, Dispur

Sub : Submission of reply to the Unstarred Assembly
Question No. 203 to be asked by Hon'ble MLA Dr.
Asif Mohammad Nazar- regd.

Sir,

With reference to the subject cited above, I am directed to enclose herewith 150 nos. of cyclostyled numbers of Reply to the Unstarred Assembly Question No. 203 to be asked by Hon'ble MLA Dr. Asif Mohammad Nazar, for your kind information and necessary action.

The aforesaid Reply along with the necessary annexures has been uploaded in the website <http://cms.neva.gov.in>

Enclo: As stated above.

Yours faithfully,
Digitally signed by
GAURAV UPADHYAY
Date: 08-07-2026
17:08:19
Secretary to the Govt. of Assam
Transport Department

Memo No. E-810040/85-A
Copy to:-

Date: 08-07-2026

1. P.S. to the Commissioner & Secretary to the Govt. of Assam, Transport Department, for kind information of the Commissioner & Secretary.

By orders etc.,
e-signed
Secretary to the Govt. of Assam,
Transport Department

অসম বিধান সভা

তৰাবিহীন প্ৰশ্ন নং - ২০৩

উত্তৰ দিয়াৰ তাৰিখ : - ১০-০৭-২০২৬

বিষয় : নতুন বাছ সেৱা সম্পৰ্কে

বিধায়ক : ডাঃ আচিফ মঃ নাজাৰ :

প্ৰশ্ন

মাননীয় পৰিবহন বিভাগৰ মন্ত্ৰী মহোদয়ে অনুগ্ৰহ কৰি জনাবনে :

- (ক) পৰিবহন বিভাগৰ অধীনত ২০২৫-২৬ বৰ্ষত আৰম্ভ কৰা নতুন বাছ সেৱা, বৈদ্যুতিক বাছ আৰু অন্যান্য গণ পৰিবহন প্ৰকল্পসমূহৰ বিৱৰণ তথ্য ইয়াৰ দ্বাৰা সামৰি লোৱা জিলাসমূহৰ নাম সদনত দাখিল কৰিব।
- (খ) ৰাজ্যত কিমানখন গ্ৰীণ বাছ বৰ্তমানে চলি আছে? এই বাছসমূহৰ ক্ৰয়ৰ বাবদ চৰকাৰে কিমান টকা ব্যয় কৰিছে? কোন প্ৰতিষ্ঠানক এই বাছসমূহ যোগানৰ ঠিকা প্ৰদান কৰা হৈছে? ঠিকা প্ৰদানৰ সময়ত নিবিদা গ্ৰহণ কৰা হৈছিলনে? কোন কোন প্ৰতিষ্ঠানে নিবিদাত ভাগ লৈছিল? নিবিদাৰ প্ৰতিলিপি সহ তথ্য দিব।
- (গ) উক্ত বাছসমূহ পৰিচালনাত প্ৰতি মাহে কিমান টকা ব্যয় হয়? বাছসমূহ পৰিচালনা বিভাগে নিজে কৰে নে অন্য কোনো প্ৰতিষ্ঠানক ঠিকা প্ৰদান কৰিছে?

উত্তৰ

মাননীয় পৰিবহন বিভাগৰ মন্ত্ৰী মহোদয় শ্ৰীযুত চৰন বড়োদেৱে উত্তৰ দিব :

(ক) ভাৰত চৰকাৰৰ পি.এম.-ই বাছসেৱা (PM e-Bus Sewa) আঁচনিৰ অধীনত অসম ৰাজ্যিক পৰিবহন নিগমে ২০২৫-২৬ বৰ্ষত ১০০ (এশ) খন নতুন বৈদ্যুতিক (EV) বাছ লাভ কৰিছে।

ইয়াৰ লগতে অসম ৰাজ্যিক পৰিবহন নিগমে ৰাজ্যবাসীক উন্নত, পৰিৱেশ-অনুকূল আৰু নিৰ্ভৰযোগ্য গণ পৰিবহন সেৱা প্ৰদান কৰাৰ উদ্দেশ্যে পৰ্যায় ক্ৰমে ৰাজ্যৰ বিভিন্ন জিলালৈ বৈদ্যুতিক বাছসেৱা সম্প্ৰসাৰণ কৰি আহিছে। এই কাৰ্যসূচীৰ অংশ হিচাপে গুৱাহাটীৰ উপৰিও জাগীৰোড, মিৰ্জা, বাইহাটা চাৰিআলি, নলবাৰী, মঙলদৈ, তেজপুৰ আৰু বিশ্বনাথ চাৰিআলিত ইতিমধ্যে বৈদ্যুতিক বাহনৰ বাবে Charging Station স্থাপন কৰা হৈছে। সেইমৰ্মে অসম ৰাজ্যিক পৰিবহন নিগমে কামৰূপ মহানগৰ জিলাক বাদ দি কামৰূপ, মৰিগাওঁ, নলবাৰী, দৰং, তামুলপুৰ, ওদালগুৰি, শোণিতপুৰ আৰু বিশ্বনাথ জিলালৈ ইতিমধ্যে বৈদ্যুতিক বাছসেৱা সম্প্ৰসাৰণ কৰিছে।

এই পদক্ষেপ সমূহৰ জৰিয়তে ৰাজ্যৰ অধিক সংখ্যক লোকক সুৰক্ষিত, পৰিৱেশ-অনুকূল, আধুনিক আৰু গুণগত মানসম্পন্ন গণ পৰিবহন সেৱা প্ৰদান কৰাৰ লগতে অসম ৰাজ্যিক পৰিবহন নিগমৰ পৰিবহন অধিক সুদৃঢ় আৰু ফলপ্ৰসূ কৰি তোলাৰ লক্ষ্যৰে কাম অব্যাহত ৰখা হৈছে।

(খ) বৰ্তমান ৰাজ্যত অসম ৰাজ্যিক পৰিবহন নিগমৰ মুঠ ৩৭১খন গ্ৰীণ (বৈদ্যুতিক) বাছ চলাচল কৰি আছে। ইয়াৰ ভিতৰত-

অ'লেক্ট্ৰা (Olectra) -১১০ খন

টাটা (Tata) -১৬১ খন

জে.বি.এম. (JBM) -১০০ খন

মুঠ- ৩৭১ খন বৈদ্যুতিক (গ্ৰীণ) বাছ।

এই বাছসমূহৰ ক্ৰয় তথা চাৰ্জিং ষ্টেচন স্থাপন কৰাৰ বাবদ সৰ্বমুঠ ৩৬০.৪০ কোটি টকা ব্যয় হয়। এই বাছ সমূহ যোগানৰ ঠিকা প্ৰদান কৰা প্ৰতিষ্ঠান সমূহ হ'ল:

১. TATA Motors Ltd.

২. OlectraGreentech Ltd.

৩. JBM Ecolife Mobility Pvt. Ltd. (পোনপটীয়াকৈ ভাৰত চৰকাৰৰ Ministry of Housing and Urban Affairs (MoHUA) দ্বাৰা নিযুক্ত প্ৰতিষ্ঠান)

বাছসমূহ যোগানৰ ঠিকা প্ৰদানৰ সময়ত নিবিদা গ্ৰহণ কৰা হৈছিল।

এই বাছসমূহৰ ভিতৰত ১৫ খন TATA Motors Ltd ৰ বাছ ভাৰত চৰকাৰৰ FAME-1 আঁচনিৰ অধীনত লাভ কৰা হৈছিল।

ইয়াৰ উপৰিও Guwahati Smart City Ltd. ৰ জৰিয়তে পৰিবহন নিগমে ২০০ খন বাছ লাভ কৰিছিল আৰু উক্ত বাছ সমূহ প্ৰদান কৰাৰ বাবে ১০০ খন Low Range আৰু ১০০ খন High Range বাছৰ বাবে নিগমে পৃথককৈ নিবিদা গ্ৰহণ কৰিছিল। প্ৰথম নিবিদাত অংশগ্ৰহণকাৰীৰ সংখ্যা কম হোৱা বাবে পুনৰ নিবিদা আহ্বান কৰা হয় আৰু ১১৮ খন Low Range বাছৰ বাবে TATA Motors Ltd. আৰু ১১০ খন High Range বাছৰ বাবে OlectraGreentech Ltd ক ঠিকা প্ৰদান কৰা হয় আৰু আন ২৮ খন বাছ নিবিদাৰ জৰিয়তে TATA Motors Ltd. ক ঠিকা প্ৰদান কৰা হয়।

আনহাতে, ১০০ খন বাছ ভাৰত চৰকাৰৰ পি.এম.-ই বাছসেৱা (PM e-Bus Sewa) আঁচনিৰ অধীনত ২০২৫-২৬ বৰ্ষত Ministry of Housing and Urban Affairs (MoHUA) এ অসম ৰাজ্যিক পৰিবহন নিগমক প্ৰদান কৰে আৰু ইয়াৰ বাবে Ministry of Housing and Urban Affairs (MOHUA) এ নিজাববীয়াকৈ নিবিদা আহ্বান কৰিছিল।

আহ্বান কৰা নিবিদাৰ প্ৰতিলিপি ইয়াৰ লগত পৰিশিষ্ট (ক) আৰু (খ) হিচাপে সংলগ্ন কৰা হ'ল।

(গ) অসম ৰাজ্যিক পৰিবহন নিগমৰ অধীনত চলাচল কৰা গ্ৰীণ বাছসমূহৰ পৰিচালনা ব্যৱস্থা অনুসৰি প্ৰতিমাহে হোৱা ব্যয়ৰ বিৱৰণ তলত দিয়া ধৰণৰ-

১। টাটা আৰু অ'লেষ্টা কোম্পানীৰ গ্ৰীণ বাহুসমূহৰ মেৰামতি, চাৰ্জিং, পৰিষ্কাৰ-পৰিচ্ছন্নতা আদি পৰিচালনা সংক্ৰান্ত সকলো ব্যয় সংশ্লিষ্ট পৰিচালনাকাৰী সংস্থা আৰু মূলসঁজুলি নিৰ্মাতা প্ৰতিষ্ঠান (OEM)-এ বহন কৰে। সেয়েহে, এইবাহু সমূহৰ উক্ত ব্যয় অসম ৰাজ্যিক পৰিবহন নিগমে বহন নকৰে।

২। JBM কোম্পানীৰ গ্ৰীণ বাহুসমূহৰ মেৰামতি, চাৰ্জিং, পৰিষ্কাৰ-পৰিচ্ছন্নতা আদি সকলো ব্যয় JBM প্ৰতিষ্ঠানে নিজাববীয়াকৈ বহন আৰু পৰিচালনা কৰে। এইক্ষেত্ৰতো অসম ৰাজ্যিক পৰিবহন নিগমৰ কোনো ব্যয় নহয়।

৩। বৰ্তমান অসম ৰাজ্যিক পৰিবহন নিগমে নিজাববীয়াকৈ পৰিচালনা কৰি থকা ৭১খন গ্ৰীণবাহুৰ ক্ষেত্ৰত প্ৰতিমাহে হোৱা আনুমানিক ব্যয় তলত উল্লেখ কৰা ধৰণৰ-

পৰিষ্কাৰ-পৰিচ্ছন্নতা: ₹৩,৩৮,১০০.০০

মেৰামতি আৰু ৰক্ষণাবেক্ষণ: ₹৬,৩১,৪৯৮.০০

চাৰ্জিংৰ বাবে বিদ্যুৎ বিল: ₹১১,৯৬,১৩৪.০০

অসম ৰাজ্যিক পৰিবহন নিগমে নিজাববীয়াকৈ পৰিচালনা কৰা ৭১ খন গ্ৰীণবাহুৰ ক্ষেত্ৰত ওপৰত উল্লেখিত ব্যয়সমূহ বহন কৰে। আনহাতে, টাটা, অ'লেষ্টা আৰু JBM কোম্পানীৰ দ্বাৰা পৰিচালিত বাহুসমূহৰ ৰক্ষণাবেক্ষণ আৰু পৰিচালনা সংক্ৰান্তীয় ব্যয় সংশ্লিষ্ট সংস্থাসমূহেই বহন কৰে।

বৰ্তমান ৰাজ্যত অসম ৰাজ্যিক পৰিবহন নিগমৰ অধীনত মুঠ ৩৭১ খন গ্ৰীণ (বৈদ্যুতিক) বাহুচলাচল কৰি আছে। ইয়াৰে ৭১ খন বাহু অসম ৰাজ্যিক পৰিবহন নিগমে নিজাববীয়াকৈ পৰিচালনা কৰি আছে। আনহাতে, অৱশিষ্ট ৩০০ খন বৈদ্যুতিক বাহু চুক্তিভিত্তিক ব্যৱস্থাৰ অধীনত নিযুক্ত অন্যান্য প্ৰতিষ্ঠানৰ জৰিয়তে পৰিচালিত হৈছে।

(উক্ত প্ৰশ্নোত্তৰ লগত পৰিশিষ্ট (ক) আৰু (খ) অসম বিধান সভাৰ website

<https://cms.neva.gov.in/> ত উপলব্ধ কৰা হৈছে)



ASSAM STATE TRANSPORT CORPORATION

NIT No. ASTC/HO/CE(A&T)/Procurement of EV/024/Vol-2/2021-22/0725

Dated: 21st May, 2022

TENDER NOTICE

Request for Bid for

Purchase of 100 Nos 9 meter AC Electric bus (High Range) from Original Equipment Manufacturer/ Authorized Dealer by Assam State Transport Corporation

Assam State Transport Corporation invites sealed tenders in 2(two) bid system (Technical and Financial) in online mode from reputed OEMs/Authorized Dealers for supply and delivery of 100(One hundred) fully built 9 meter AC Electric buses (High Range). The bidding system shall be done through online mode in Assam tenders portal <https://assamtenders.gov.in>

Submission of tenders will be done only through <https://assamtenders.gov.in/>.

All interested parties are requested to check the RFB at Assam tenders portal <https://assamtenders.gov.in> Any new information related to the RFB will be published in the Assam tenders portal only by means of a corrigendum or re-tender, if necessary.

Tender Processing Fee:- Rs. 10,000/-

Earnest Money Deposit:- Rs. 1,00,00,000/-

The tender processing fee should be submitted online by means of Internet banking/NEFT/RTGS. Snapshot of proof of online payment of Tender processing fee should be uploaded online along with the technical bid documents. Earnest Money Deposit should be submitted in form of Bank guarantee in the format specified in the RFB. Hard copy of the EMD along with any other document executed on non-judicial stamp paper, undertakings sought, forming part of the Bid as specified in the RFB must reach the office of the undersigned before the last date and time of submission as stated below. Bidders should note that the financial bid must be submitted in Assam tenders portal <https://assamtenders.gov.in> only and hard copy of the same must not be furnished.

The RFB document may be downloaded from <https://assamtenders.gov.in> from 21/05/2022

RFB submission last Date & Time : Till 4 PM on 20/06/2022

Address for Submission:

O/o Managing Director
Assam State Transport Corporation (ASTC)
Paribahan Bhawan, Paltanbazar, Guwahati- 781008
Phone: 0361-2730024

For more details please contact:

Balin Das, Chief Engineer (A&T)
[Email:ce.ant.astc@gmail.com](mailto:ce.ant.astc@gmail.com)
Phone: 8811023706

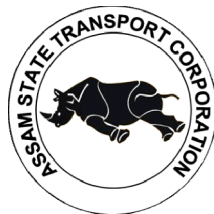
S/d-

(Rahul Ch Das, ACS)
Managing Director
Assam State Transport Corporation

Request for Bid
For
Purchase of 100 Nos 9 meter AC
Electric bus (High Range) from
Original Equipment Manufacturer/
Authorized Dealer by Assam State
Transport Corporation

NIT no.: ASTC/HO/CE(A&T)/Procurement of EV/024/Vol-2/2021-22/0725

dtd: 21st May, 2022



Assam State Transport Corporation
(ASTC) Government of Assam

ASTC, Paltanbazar

Guwahati, Assam – 781008

Pre-Qualification Criteria

- **Tender Processing Fee: Payment Proof**
- **Earnest Money Deposit (EMD): Bank Guarantee of Rs. 1,00,00,000.00.(Rupees One Crore)**
- **Past Experience**: The bidder or its OEM {themselves or through reseller(s)} should have supplied minimum 150 electric buses to one or more PSUs/Corporations/STUs under GCC or CAPEX model as on bid due date. Copies of relevant contracts (proving supply of cumulative order quantity) to be submitted along with bid in support of quantity supplied. As per Annexure-VII.
- **Financial Turnover & Net Worth**: Average annual turnover of the manufacturer during any three financial years i.e. 2018-19, 2019-2020, 2020-21 & 2021-22 shall not be less than Rs 5000.00 lakhs and have a positive net worth. As per Annexure-VI.
- **Blacklisting/Debarring Undertaking**: Bidder should not be currently blacklisted or banned by any Govt./Govt. Department/ Govt. Agency/ PSU in India for corrupt or fraudulent practices or non- delivery or non-performance in last 5 years. As per Annexure-V.

Important Dates

#	Particular	Details
1	Publication of Bid	21 st May, 2022
2	Pre-bid Meeting	30 th May, 2022
3	Last date and time for Bid Submission	20 th June, 2022 upto 4:00 P.M.
4	Date and time for opening of Technical Bids	20 th June, 2022 4:30 P.M.
5	Date and time for opening of Financial Bids	Will be intimated

1. Request for Bid

The Managing Director, Assam State Transport Corporation (ASTC) Guwahati, (hereinafter referred to as the Authority), invites the tender in a 2 bid system (Technical and Financial) for AC Electric buses meeting norms & requirements Of CMVR 1989 and ARAI as specified in the RFB. The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become the implementation partner of ASTC. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFB document. Failure to furnish all information required as mentioned in the RFB document or submission of a bid not substantially responsive to the RFB document in every respect will be at the Bidder's risk and may result in rejection of the bid and forfeiture of the EMD.

2. Instruction to Bidders

General

- a) All information supplied by the Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by ASTC on the basis of this RFB.
- b) The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and/ or documents as required will render the bid technically unacceptable.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Contract has been executed by or on behalf of ASTC. Any notification of preferred Bidder status by ASTC shall not give rise to any enforceable rights by the Bidder. ASTC may cancel this RFB at any time prior to a formal written contract being executed by or on behalf of ASTC.
- d) This RFB supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such prior communication.
- e) The Managing Director, ASTC reserves the right to delete any item or items or to increase or decrease the quantity of any item or items from the tender schedule.
- f) The Managing Director, ASTC reserves the right to accept or reject any or all the tenders without assigning any reason thereof and is not binded to accept the lowest rate.
- g) Any company/firm which has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government organization should not participate in the tender during the period of blacklisting. Bids of blacklisted bidders would be summarily rejected. Bidders also need to submit an undertaking for the same.
- h) The Managing Director, ASTC reserves the right to cancel the tender process at any stage without assigning any reason thereof.
- i) Bids must remain valid for 180 days after the submission date.
- j) Bids shall be received by ASTC on the government e-Procurement portal, www.assamtenders.gov.in, before the time and date specified in the RFB. Original hard copy of the EMD in the form of Bank Guarantee along with any other document executed on non-judicial stamp paper, undertakings sought, forming part of the Bid as specified in the RFB shall be submitted to: **Managing Director, Assam State Transport Corporation, Paltanbazar, Guwahati 781008.**
- k) In the event of the specified date for the submission of Bids being declared a public holiday by the Government of Assam, the Bids will be received up to the appointed time on the next working day. ASTC may, at its discretion, extend this deadline for submission of offers by issuing a corrigendum and uploading the same on ASTC's website and e-Procurement portal.

- l) Bids received later than the due time and date mentioned in the RFB will not be considered for this procurement process.
- m) The Bidder should submit a Power of Attorney authorizing the signatory of the Bid to commit the Bidder. The format prescribed for Power of Attorney is given at Annexure-III.
- n) Bidders must follow all terms and conditions and instructions of the RFB. If he fails to follow any of the conditions and instructions, his bid is liable for rejection.
- o) All correspondences shall have to be made in English only.

3. Compliant Bids / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFB documents carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of the RFB document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Bid noncompliant and the Bid may be rejected. Bidders must:
 - i. Include all documentation specified in this RFB;
 - ii. Follow the format of this RFB and respond to each element in the order as set out in this RFB;
 - iii. Comply with all requirements as set out within this RFB.

4. Issue of Corrigendum

- a. At any time prior to the last date for receipt of bids, ASTC may, for any reason modify the RFB Document by a corrigendum.
- b. The Corrigendum or Re-tender (if any) will be posted only on www.assamtenders.gov.in.
- c. Any such corrigendum shall be deemed to be incorporated into this RFB.
- d. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, ASTC may, at its discretion, extend the last date for the receipt of Bids.

5. Key Requirements of the Bid

RFB Document Fees

- i. RFB can be downloaded from the website www.assamtenders.gov.in. Tender processing fee of INR 10,000/- (Rupees Ten Thousand) + 18% GST is to be submitted by the bidder online by means of Net banking/NEFT/RTGS in the account details as follows: Name of account holder: Assam State Transport Corporation Account No.10281981361 IFSC Code:SBIN0001244. The tender document fee is non refundable.
- ii. Earnest Money Deposit ("EMD") of amount INR 1,00,00,000/- (Rupees One Crore) is to be submitted by the bidder in hard copy in form of Bank guarantee in the format specified in Clause 60, Appendix I issued by a Nationalized/Scheduled Indian bank in favour of "Assam State Transport Corporation" payable at "Guwahati" and should be valid for 12 months from the last date of submission of the Bid.
 - a) EMD of all unsuccessful Bidders would be refunded by the Authority once the bidder is notified as unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Clause 61 Annexure II and declaration of result.
 - b) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

c) The bid submitted without EMD, mentioned above, will be summarily rejected.

d) The EMD may be forfeited:

- If a bidder withdraws its Bid during the period of Bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFB.
- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFB;
- If the Selected Bidder fails, within the specified time limit to furnish the Performance Bank Guarantee within the period prescribed therefore in the Contract Agreement.

6. Preparation and Submission of Bid

Submission of Bids

- a. Bidders are required to submit the complete Bid online which includes Pre-Qualification information, Technical bids and Financial bids at www.assamtenders.gov.in. The EMD in the form of Bank Guarantee along with any other document executed on non-judicial stamp paper, undertakings sought, forming part of the Bid as specified in the RFB must be submitted through offline (hard copy) mode. The online documents include a scanned copy of the original Technical bids and signed and sealed copy of RFB. It should be duly sealed and signed by authorized signatory. **The bidders must take strong note that the financial bids should not be sent in hard copy. It must be submitted only through online mode at www.assamtenders.gov.in.**
- b. The hard copy of bank guarantee for EMD along with any other document executed on non-judicial stamp paper, undertakings sought, forming part of the Bid should be dispatched before the last date and time of bid submission as stated in the RFB to the following address:

**Managing Director, Assam State Transport Corporation,
Paltanbazar, Guwahati 781008**

Phone: 0361-2739552

- c. Bidders should submit their responses as per the formats given in this RFB. Bids needs to be uploaded on the website www.assamtenders.gov.in.
- d. **Commercial bid (Price Bid/Financial bids) shall be submitted only through online mode in the prescribed format i.e. BOQ as uploaded on www.assamtenders.gov.in.**
- e. The Bidder has the option of sending the hard copy of EMD and any other document executed on non-judicial stamp paper, undertakings sought forming part of the Bid by registered post or speed post or by hand delivery, so as to reach Nodal Agency by the Bid Deadline. ASTC shall not be responsible for any delay in receipt of the same. The scanned copy of receipt for submission of hard copies (if submitted through postal/courier service) must be uploaded along with the soft copy of the Bid in www.assamtenders.gov.in. It should be noted that except online Commercial bid (Price Bid), no other envelope/ document shall contain any information/document relating to Commercial bid (Price Bid). Nodal Agency shall not be responsible for premature opening of the Price Bid in case of non-compliance of above.
- f. Original copy of the EMD and any other document executed on non-judicial stamp paper, undertakings sought forming part of the Bid shall be submitted to:
Managing Director, Assam State Transport Corporation, Paltanbazar, Guwahati 781008.
- g. All pages of the Bid, except for the Bid Security, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory.

- h. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Bid.
- i. The Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the authorized signatory of the Bidder.
- j. The sequence as delineated in the RFB for submission of requisite documents must be followed and the hard copy of the documents to be submitted must be as per the sequence asked.
- k. The Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the authorized signatory of the Bidder.
- l. The sequence as delineated in the RFB for submission of requisite documents must be followed and the hard copy of the documents to be submitted must be as per the sequence asked.
- m. **Under no circumstances the financial bid is to be submitted in hard copy as it will render the bid from the OEM/ dealer as invalid/disqualified. The financial bid must be uploaded online at the web portal www.assamtenders.gov.in.**

7. Zero Deviation

This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

8. Right to No Selection and right to Withdraw the RFB

- a. ASTC may terminate the RFB process at any time and without assigning any reason. ASTC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFB does not constitute an offer by ASTC. The bidder's participation in this process may result in ASTC selecting the bidder to engage towards execution of the contract.
- c. ASTC reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance or rejection of bid by ASTC will be full and final.

9. Deadline for Submission of Bids

Last date and time for submission (Both Online and Offline) is 20th June, 2022 till 4:00 PM. **For the offline submission, only EMD and any other document executed on non-judicial stamp paper, undertakings sought forming part of the Bid as specified in the RFB must be submitted. For the online submission, Pre-Qualification information, Technical Bid and Financial Bid shall be uploaded on www.assamtenders.gov.in as per the above mentioned date and time. Offline submission of EMD and any other document executed on non-judicial stamp paper, undertakings sought forming part of the Bid (except Commercial bid) should be sent to the following address: Managing Director, Assam State Transport Corporation, Paltanbazar, Guwahati 781008 Phone: 0361-2730024**

10.Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
- b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained in this matter.
- c. The scanned copy of receipt for submission of hard copies (if submitted through postal/courier service) must be uploaded along with the soft copy of the Bid in www.assamtenders.gov.in.
- d. ASTC shall not be responsible for any postal delay or non-receipt/ non- delivery of the documents. No further correspondence on this subject will be entertained.
- e. ASTC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

11.Evaluation

Evaluation Process

- a. ASTC will constitute a Bid Evaluation Committee to evaluate the Technical and Financial of the bidders.
- b. The Bid Evaluation Committee constituted by ASTC shall evaluate the responses to the RFB and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Bid Evaluation Committee in the evaluation of responses to the RFB shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d. The Bid Evaluation Committee reserves the right to reject any or all bids on the basis of any deviations.
- e. Each of the responses shall be evaluated subject to meeting all pre-qualification criteria as per the criterions and requirements specified in this RFB.

12.Tender Opening

- a) The Technical bid of the bidders that satisfy the pre-qualification criteria will be opened at 4:30 P.M. on 20th June, 2022. The Commercial bid of the technically qualified bidders will be intimated later by the officer (s) authorized by authority, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- b) The representatives of such bidders may remain present at the time of opening of the bids.
- c) The representatives of the bidders are advised to carry an identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the bid. The details of bonafide representatives must be sent to ASTC on a letter head of the company signed and stamped by authorized signatory.

13.Bid Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Bid.

14. Bid Evaluation

- a. Technical Bid scrutiny will be held as per the technical specifications given below for the bidders that meet the pre qualification criteria as specified in the RFB and incomplete details as given below will be treated as nonresponsive, if Bids :
- Are not submitted as specified in the RFB document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFB
 - With lesser validity period
- b. Technical specifications of Electric bus desired by ASTC, based on which the technical bids of the bidders will be evaluated :-

Technical Specification of the EV	Technical Specification of the EV desired by ASTC	Technical Specification of the EV provided by the OEM/dealer (To be filled by the OEM/dealer)
Overall length (mm)	8500 – 9800	
Width (mm)	2200 – 2600	
Height (mm)	The parameter of height of the EV is fixed as per CMVR i.e. Maximum 3800mm.	
Floor Height (mm)	900 (As per AIS norms)	
Type of Bus	AC	
AC Compressor	TM43	
Wheel area clearance	>220 mm for parts fixed to bus body & >170 mm for parts moving vertically with axle (as per AIS norms)	
Axle clearance (mm)	Minimum 175 mm	
Range (Distance covered in a single run at 80% SOC) to be maintained throughout first 5 years of operation.	As per ASTC's operations 165 kms at 80% SOC. The kms performance as per requirement will be checked during the trial runs in loaded condition.	
Power Consumption per km	Max 1.1 kWh per km (POC to be established during the trial run)	
Minimum ground clearance (un-kneeled) at GVW	Within the wheelbase not less than 240 mm	
Seating Capacity	31+D	
Transmission/Gear drive	Automatic transmission	
Brake system	Dual circuit full air brakes, with preferably disc/drum type arrangement for front and disc/drum at rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels (As per AIS norms)	

Steering System	Power Assisted, adjustable and tiltable	
Traction motor type	As per OEM	
Traction Motor Operational Speed	Being a design parameter, authority has decided to grant OEM the liberty to mandate the Traction Motor Operational Speed.	
Traction Motor Minimum power	Being a design parameter, authority has decided to grant OEM the liberty to mandate the Traction Motor power.	
Battery Pack type	Li-ion with chemistry of Li-NMC or Li-LFP.	
Battery Pack Total Minimum Voltage	Being a design parameter, authority has decided to grant OEM the liberty to mandate the Battery Pack Total Voltage.	
Electrical : Battery Pack Rating, Energy/Power	1. No. of Motors / Batteries as per Manufacturer's design.	
	2. Power pack of min 230 kWh [considering a power consumption of 1.1 kWh per km]	
	3. Electrical Re-generation required.	
	4. Off-Board Charging Required	
	5. Charging Time ≤ 2 hours.	
	7. Safety-Short circuit/ Over Temperature / Lightening Protection is mandatory.	
Rated Performance at GVW in Stop/ Start In Urban Operation	As per UBS-II/CMVR	
Acceleration (Meter / Sec. ²)	As per UBS-II/CMVR	
Bus Speed of 0 - 30 kmph in Seconds.	As per UBS-II/CMVR	
Maximum Speed	As per UBS-II/CMVR	
Driver Work Area	Driver Work Area should be as per AIS: 047	
Power Requirement for Air Conditioning System, ITS, etc..	Required to be provided by Electrical Propulsion System.	
Electrical Propulsion System.	Electrical Propulsion System / Sub Systems(Batteries) Temperature, Motor Speed in RPM, Vehicle Speed, Motor Percent Load (Torque), Diagnostic Message (Electrical Propulsion System Batteries, Cooling System, Motor, Traction Controller Specific), SOC Vehicle Health Monitoring System (Battery Health + Regenerative Brake Charging).	
Dash Board	FR Grade Composite glass fiber reinforced fiber dash board as per manufacturers design and should be sturdy, durable & decorative with suitable metallic colour paint.	
Battery Box	As per manufacturers design Battery Box should be properly fitted with	

	LED Light arrangements & along with proper Provision for fitment of Battery Cable to avoid short circuit of Wiring.	
Sun visor for Windshield	To be provided full width with Good Quality Material and Roller type as per manufacturers design.	
LED Light	Sufficient LED Lights should be provided at Driver Cabin, Battery Box, Step Light, etc.	
ETM Charging provision	ETM Charging provision should be provided in Driver Cabin	
Reverse Horn	1No. to be provided.	
Fire Detection & Suppression System (FDSS)	As per AIS : 135 & AIS : 153	
Safety Belts	Safety Belt where ever Necessary as per IS: 15140 of 2003 (Type Approved) should Provide, 3 Point Safety Belt For Driver Seat should be provided.	
Noise Level	Noise level shall be as per requirements of CMVR & AIS: 052 & Its amendments time to time, applicable at the time of delivery of the chassis.	
Battery Pack Charging	GB/T , CCS2	
Battery Pack Current Capacity (Range)	Being a design parameter, authority has decided to grant OEM the liberty to mandate the Battery Pack Current Capacity.	
Suspension type	Air Suspension at front and rear.	
Body Description	Meeting AIS 052 Specification/CMVR	
Minimum Door Aperture without flaps (mm)	750-800	
Door	2 doors provided (Front & Middle) as per AIS norms. Middle door must be minimum 800 mm, with an unilateral tolerance of upper limit & lower limit to 100 mm	
Compatibility with the charger type	The Electric buses to be quoted for by the bidder must support 120 kW GB/T , CCS2 connector	
Emergency exit	As per AIS-052	
Emergency kit	Fire extinguisher, First-Aid kit, Jack with Liver and Tool Box.	
Seats	As per AIS-023	
Seat Layout	2X2	
Additional feature	CCTV Cameras with storage capacity for 15 days footage: 2 Nos; Destination Board: 2 Nos; Panic Button on 2 doors (As per AIS140); Mic, Speaker and amplifier to be provided (PA System), GPS, WiFi/Data Transmitting capability (ITMIS enabled); Battery Pack should be at a suitable position and protected against water ingress preferably rated IP67 or above(due	

	to occasional/ seasonal water-logging upto maximum height of 2.5 ft in some locations of the City), certification regarding same to be produced by bidder (Proof of Concept (POC) have to be established at the Trial Run.), in the account of any damages/incident caused on account of any act, default or negligence on the part of the bidder like design parameters/ manufacturing defects like battery position, etc. the bidder shall execute necessary repairs thereto at his own cost and pay adequate compensation to the concerned.	
Paint	Color Scheme as per authority requirement	
Warranty	Standard Warranty for all aggregates of the electric buses and minimum 5 years warranty for the high voltage battery pack. In addition to above, standard warranty will be applicable on all proprietary items fitted in the vehicle.	

N.B: Bidders have to submit their commercial bids for the electric buses with the same technical specifications as specified in Clause-14 with the variation of inclusion of Wheelchair accessibility with lifting mechanism as per AIS-153 (Type Approval of ARAI). Other variations due to inclusion of wheelchair accessibility like: seat capacity, door aperture, etc. (Approved by Competent Authority-ARAI/ICAT) will be accepted by the authority. All relevant documents relating to the variant of electric buses with wheelchair accessibility like type approval certificates, approved drawings, approved seat layout etc. to be submitted by bidder in their technical bids.

**Chief Accounts Officer
ASTC, HO**

**Superintending Engineer
ASTC, HO**

**Chief Engineer (A&T)
ASTC, HO**

Technical Specifications 14(b) Continued...

- i. The bid evaluation committee may inspect their product and factory for this purpose.
- ii. The bidder shall himself obtain, at his own expense, all the latest specifications required for the design, manufacture, supply, commissioning, and maintenance and servicing of the buses in accordance with the contract terms.
- iii. The bidder shall comply with all latest applicable Central, State and local laws (including Acts,

& Regulations). Homologation of base/offered model to be provided with bid documents and homologation of the offered model to be submitted at the time of prototype inspection.

- iv. The bus shall meet all applicable Central Motor Vehicles Rules (CMVR) of India/ARAI norms/ Govt. Safety Norms & other norms applicable at the date of supply. In the event of any conflict between the requirements emanating from these specification and those as per any statutory/legal requirement, etc. in force, the superior/higher requirements/standard shall prevail.
- v. The bus shall be designed to carry commuters in the urban/sub-urban/municipal area.
- vi. The bus structure shall meet the requirements of structural strength, stability, deflection, vibration etc. amongst others for at least the following main loads as per AIS Bus body design type approval:

Single wheel bump loads

Double wheel bump (diagonally opposite) loads

Braking and acceleration loads

Speed breaker induced loads

- vii. The bus body design shall be a proven design duly evaluated by the agencies authorized as per CMVR / Automotive Research Association of India, (ARAI), Pune using Finite Element Analysis for the above loads / performance requirements for values for the above loads / conditions / performance parameters as given in subsequent paragraphs.
- viii. The bus, loaded to Gross Vehicle Weight (GVW), with crush load (As per ARAI) and under static conditions, shall not exhibit deflection or deformation that impairs the operation of the steering mechanism, doors, windows, passenger escape mechanisms and service doors.
- ix. The material used in the construction of buses shall be as per Bureau of Indian Standards (BIS) / Automotive Industry Standards (AIS) / specifications and/or other international specifications meeting/surpassing the performance & other requirements as given in the Bus Code. In the absence of the above specifications, Association of State Road Transport Undertakings (ASRTU) specifications could be followed. Wherever Indian standards are not available, internationally acceptable standards may be referred. Specifications/standards followed shall conform to the Specification/Standards as amended /updated or the latest published by the concerned agencies.
- x. Any other provisions/fitments required for safe and efficient operation and/or for fulfilling statutory requirements must be provided in the offered bus.
- xi. Cooling system: To be provided as per the CMVR norms & ARAI/ CIRT.
- xii. Interiors: Should be easily washable with proper drainage and adequately sealed to prevent ingress of dust, gases, water
- xiii. Branding of the project: In addition to the above, any other directions from ASTC or an agency designated by ASTC for the exterior and interior appearance towards branding and identity of the project will be in the scope of the bidder for the initial commissioning of the electric buses.
- xiv. Windows:

Windows shall have appropriate beading to minimize vibration. Window frame should be of aluminum with powder coating and sealing with EPDM. Visual light transmittance should be 50% Minimum (CMVR 11(2)). The size and shape of the glasses shall enable even the standees to have maximum outside view without kneeling. For AC buses, single fixed and pasted side glass must be provided.

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

xvi. Tool kit:

The manufacturer shall provide a suitable tool kit and other mandatory items as per CMVR (4)/other applicable rules, comprising common tools and other essential items required. The complete list of tools in the tool kit to be supplied with every bus shall be supplied by the manufacturer. One Hydraulic Jack per bus of capacity of 6 Ton or higher as per design of the bus shall also be supplied.

xvii. Warranty:

The fully built bus shall be covered under standard Warranty for all assemblies and sub assemblies, aggregates, body, chassis, accessories etc and min 5 years warranty for the high voltage battery pack from the date of starting the bus operation after registration. All the assemblies, sub assemblies, fitments, components, would be covered under warranty period to be borne by the OEM. Apart from this the warranty for the high voltage battery pack should be provided for minimum 5 years. Any premature failure of aggregates and accessories of these buses within the warranty period shall be replaced free of cost. The successful bidder's technical team shall visit each operating depots for conducting preventive maintenance and repair / overhauling during the warranty period. The successful bidder shall attend all of break down/repair calls as and when informed by the Tender Inviting Authority. The successful bidder shall be required to station required number of Engineers/ Supervisors along with necessary spare parts during commissioning of Buses at his cost. Necessary technical personnel shall also be deputed by the successful bidder at his cost for investigating defects and failures and carrying out modifications as and when required during the warranty period. On site free services to be provided by bidder during warranty period. Immediately upon information about breakdown from concerned ASTC official via email/phone, the vehicle should be attended and rectified immediately or within 4 hours from the time of intimation depending on the nature of the breakdown.

Operation data: Avg. Kms covered per day: 150 kms per day per bus. 25 days operation per month. During Warranty period for breakdowns due to failure of any items covered under warranty, the successful bidder will ensure minimum 25 days operation per month failing which LD will be charged at Rs. 8000.00 per day.

xviii. Intelligent Transport System (ITS):

Alphanumeric Single or Dual Display Technology coloured LED based electronic route display system of high intensity illumination with automatic brightness control along with audio- visual display system in English; Hindi & Assamese shall be installed at the front and side of bus.

xix. 2 (two) hi-resolution CCTV cameras to be installed in the buses. One integrated OBU as per the applicable AIS norms should be installed. The system should be capable of sending video files either via wifi system or at least must be capable of transmitting data as per applicable AIS norms. These hi-resolution CCTV cameras will be installed in the front of the passenger compartment & other in the rear of the passenger compartment.

xx. The buses must come with mandated accessories and fittings as specified as per CMVR.

xxi. The bidders should confirm adequate availability of spare parts and after sales services for buses offered in the bid with the self-declaration.

- xxii. The bidder, if required by the authority, shall promptly furnish further information regarding his capacity / capability, and he would extend all cooperation to the representatives of the authority for assessing his capacity/ capability by actual visit to his works/ office.
- xxiii. The bidders who fulfill the technical specifications as delineated under clause 14b are required to conduct trial run as per the terms and conditions as ascertained by the bid evaluation committee which will be notified to the bidders in writing after the scrutiny of the technical specifications. The trial run must be conducted of the offered Electric bus or its base model variant for a period of minimum 4-5 days within the routes as may be finalized by bid evaluation committee during the trials. **Successful trial run of the EV is mandatory to be declared as technically qualified and the financial bids of only the technically qualified bidders shall be evaluated.**
- xxiv. The bidder shall have local dealership support at Guwahati, Assam capable of after sale service support, inspection (PDI), delivery etc. of the fleet of ordered quantity of vehicles. If the bidder have not yet established local dealership and support center in Guwahati, Assam, then the bidder must provide an undertaking (on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution) that necessary dealer and service support center capable of supporting the fleet of ordered quantity of vehicles will be established at Guwahati within 2 months after the issue of LOA, if selected. Bidders must note that the “presence of local dealership and support in Assam” / “Undertaking for establishment of local dealer and service support center” (either of the two) from the bidders is a must and it would form an intrinsic part to be declared as technically qualified. In this matter it is to be noted that no further extension will be given after the 2 months time period has elapsed in case undertaking is submitted by the selected bidder for set up of local dealership support in Guwahati, Assam. Subsequently, the LOA is liable to be cancelled and the PBG shall be forfeited.
- xxv. The AC Electric buses offered by the bidders must be compatible with GB/T, CCS2 connector type DC chargers.

c. Criteria for Selection of Bidder:-

1. Technical Bid of the bidders that satisfy the pre-qualification criteria shall be evaluated by the Bid Evaluation Committee.
2. Commercial bids of only the technically qualified bidders, i.e. bidders who qualify the technical criteria and have successfully completed trials of the offered Electric bus or its base model variant shall be evaluated for lowest commercial bid (L1) for AC electric bus.
3. The commercial bids shall comprise of :-

A. FOR AC ELECTRIC BUS

- i. The quoted price of the AC electric bus with standard warranty for all aggregates and 5 year warranty for the high voltage battery pack inclusive of taxes as applicable. (For two variants i.e. AC Electric bus without wheelchair accessibility and AC Electric bus with wheelchair accessibility.)
4. L1 bidder for AC electric bus may be awarded the work of supply under this tender.

15. Performance Security/ Performance Bank Guarantee (PBG)

- a. On receipt of Letter of Award (“LoA”) from ASTC, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 10% of the total project cost defined in this RFB on or before the signing of the subsequent Contract, within 15 days from notification of the LoA, unless specified to the contrary. In case the successful Bidder fails to submit Performance Guarantee within the stipulated time, ASTC may at its sole discretion cancel the LoA without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFB.
- b. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - a bank guarantee from any of the scheduled nationalized banks in the format prescribed at Annexure II.
 - be confirmed for payment by the branch of the bank giving the bank guarantee at Guwahati.
- c. The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to ASTC:
 - If the Successful Bidder is not able to submit the requisite documents stated in the RFB to the satisfaction of ASTC.
 - If the Successful Bidder is not able to commission the projects to the satisfaction of ASTC, for which allocation letter/sanction letter has been issued.
- d. The Performance Security shall be valid for 5 (Five) years and 60 (Sixty) days from the date of commissioning of the Project.

16. Eligibility Criteria

Bidders shall comply with the below mentioned eligibility criteria.

Sl No.	Eligibility Condition	Proof Document Required
1.	a) Bidder should be a single entity (No consortium bids are permitted). b) Bidder or its OEM should be incorporated/registered in India under the Companies Act 1956 for at least 5 years* or LLP Act 2008 or the Partnership Act 1932. c) Bidder should be compulsorily registered with the Service Tax Authorities in India.	Bidder shall provide copies of the following: a. Certificate of Incorporation b. CGST/ SGST Registration Details c. GST certificate
2.	OEM/ local authorized dealer of an OEM having set up in Assam may bid against the tender and all warranties/CMC are to be extended by the OEM. In case of dealer participation, dealer shall have to submit the authorization letter issued by the OEM in	a. Authorization letter in case of dealer from the OEM. b. Copy of Work Order/ PO/ LOA.

	their favor for participating in the tender along with their bid. Bidder must submit their (OEM's in case of dealer participation) experience details related to supply of EV vehicles in India. Past Performance: The bidder or its OEM{themselves or through re-seller(s)} should have supplied minimum 150 electric buses to one or more PSUs/Corporations/STUs under GCC or CAPEX model as on bid due date. Copies of relevant contracts (proving supply of cumulative order quantity) to be submitted along with bid in support of quantity supplied. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM{themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company for last 3(three) Financial years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.	c. Delivery Challan of the Work Order/ PO/ LOA
3.	Average annual turnover of the manufacturer during any three financial years i.e. 2018-19,2019-2020, 2020-21 & 2021-22 shall not be less than Rs 5000.00 lakhs. 3 financial years of FY 2018-19, 2019-2020, 2020-21 & 2021-22.	Audited financial statements for each of the last three years/CA certificate on its Letter Head (CA membership number should be clearly mentioned and visible in the certificate).
4	Bidder should have a positive net worth in each of the 3 financial years. 3 financial years of FY 2018-19, 2019-2020, 2020-21 & 2021-22.	Audited financial statements for each of the last three years/CA certificate on its Letter Head (CA membership number should be clearly mentioned and visible in the certificate). Certificate from the Statutory Auditor/ CA certificate.
5	Bidder should not be currently blacklisted or banned by any Govt./Govt. Department/ Govt. Agency/ PSU in India for corrupt or fraudulent practices or non- delivery or non-performance in last 5 years.	An undertaking duly attested by the notary should be provided.

17.Successful Bidder Selection

i. Award of Contract

a. Based on the Commercial bid as delineated in Clause 14 c point no. (3)

1. Price of the AC Electric bus

quoted by the technically qualified bidders, ASTC shall arrange the bids in the ascending order i.e. L1, L2, L3, ___ and so on (L1 being the lowest quote) for the **AC Electric bus**.

b. The Bidder who has submitted the lowest Price bid (Price of bus including standard warranty for all aggregates and 5 year warranty for the high voltage battery pack inclusive of all taxes and duties) shall be selected as the L1 and shall be called for further process leading to the award of the assignment.

c. In case L1 Bidder refuses, then the next lowest Bidder, L2 will be called and so forth.

ii. Notification of Award

a. Prior to the expiration of the validity period, ASTC will notify the successful bidder in writing (LoA) thereby indicating that its bid has been accepted. In case the tendering process has not been completed within the stipulated period, ASTC may like to request the bidders to extend the validity period of the bid. In the event of ASTC not notifying the bidders and no intimation has been sent by the bidders indicating their desire not to extend the bid validity period, bid validity shall be deemed to have been extended by additional 180 days after expiration of previous validity period.

b. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee in the prescribed format, ASTC will notify each unsuccessful bidder and return their EMD.

c. The issuance of LoA should be considered as a legally binding document until the Contract is executed by both the parties.

18. General Conditions of Contract (GCC)

The scope of work as intended in the RFB includes:

a. Supply of 100 (One hundred) numbers of fully built 9-meter AC Electric buses

meeting norms & requirements Of CMVR 1989 and ARAI with standard warranty for all aggregates and 5 year warranty for the high voltage battery pack.

19. Documents establishing bidder's Technical eligibility

The bidders shall along with the bid, provide satisfactory evidence acceptable to the authority as given below:

The bidder or its OEM should be a registered Bus Manufacturer based in India and must be a company under Indian Companies Act. **In addition the OEM must have minimum 35% localization.** The declaration or certification for localization from registered CA must be submitted. Also the warranty certification/declaration for standard period for the complete bus shall need to be submitted separately along with warranty certification/declaration for the battery pack which should be provided for minimum 5 year. **The OEM will be responsible for the disposal of the high voltage battery packs after the end of the usable life of the battery packs of the buses. The OEM shall submit the disposal norms for the used battery packs along with the bids. The disposal of the used battery packs will be in the scope of the OEM and the authority shall not be liable in any way for the same. Undertaking regarding the same to be submitted by bidder with bid documents.**

20. Financial Qualification

In case of single bidder manufacturer/authorized dealer:

- i. Average annual turnover of the manufacturer during any three financial years i.e. 2018-19, 2019-20, 2020-21 & 2021-22 shall not be less than Rs 5000.00 lakhs.
- ii. Bidder should have a positive net worth in any of the 3 financial years i.e. F.Y. 2018-19, 2019-20, 2020-21 and 2021-22.
- iii. A bidder should submit any three financial year balance sheet and IT return shall be reckoned as F.Y. 2018-19, 2019-20, 2020-21 and 2021-22.

All the required / mandatory documents to be submitted along with the bid.

21. Delivery Period

Bidder shall adhere with the delivery schedule as given below:

- i. **The 100 (One hundred) numbers fully built 9 Meter AC Electric buses shall have to delivered by the selected bidder within 180 days after the issue of “Letter of Award”.**

Delivery Schedule:

M - Issue of LOA/PO

M + 1 Month -For Supply of Prototype

M + 3 Months -For Supply of 50% of Order volume

M + 6 Months -For Supply of 100% of Order volume.

Payment Terms: Payment for the 100 (One hundred) numbers fully built 9 Meter AC Electric buses to the selected bidder will be made as follows:

-10% payment as advance against bank guarantee of 110% of value and remaining net payable amount payment as per value of lots of 20 Nos vehicles on delivery, inspection and certification of receiving authority as per the above timeline.

The buses shall have to be delivered at Central Workshop, ASTC, Rupnagar, Guwahati.

22. Insurance

The authority shall arrange for any transit insurance etc. separately and the bidder will be responsible till the ordered quantity of all the buses arrives in safe and sound condition at destination complying with all statutory requirements. The insurance documents in original be submitted along-with the other bus delivery documents.

The authority will advise the bidder within 15 days of the arrival of buses at the destination, any loss/ damage etc. of the buses and it shall be the responsibility of the bidder to lodge the necessary claim on the carrier and/ or insurer and pursue the same. The bidder shall, however, at his own cost replace/ rectify the buses lost/ damaged to the entire satisfaction of the authority, within 20 days from the date of despatch of intimation from the authority, without waiting for the settlement of the claim.

The successful bidder shall be entirely responsible for suitable packing wherever required keeping in view the arduous conditions during transportation, handling and storage in tropical conditions (including monsoon) so as to eliminate damage/ deterioration of buses during transit/ trans-shipment/ handling or storage.

INSURANCE AFTER DELIVERY. On acceptance of buses by the authority, third party or comprehensive insurance will be arranged by the authority at its own cost. However, the bidder

will be required to arrange insurance of buses till the same are delivered to and accepted by the authority.

23. Bid validity

The bid shall remain valid and open for acceptance for a period of 180 days from the specified date of bid opening.

In exceptional circumstances prior to expiry of the original bid validity period, the authority may request the bidder for extension in the period of validity. The request and response thereto shall be made in writing by fax followed by confirmation copy by post. A bidder may refuse the request without becoming liable for forfeiture of Earnest Money. However, a bidder agreeing to the request of extension in the bid validity period will be required to extend the validity of his bid guarantee suitably. Moreover, the bidder agreeing to the request will not be permitted to modify his bid.

24. Deadline for submission of bids

Hard copies of documents sought complete in all respects must be received by the authority at the address given in the Notice Inviting Tender, not later than the time & date indicated therein. The authority may, at his discretion, extend this deadline for the submission of bids by amending the Bid Documents and in that case all rights and obligations of the authority and the bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

Hard copies of documents sought may be submitted in person to the authority or sent through post or courier service. Authority shall not be responsible for and shall not take any cognizance of delay/loss in transit. The bids should reach the authority before the deadline time and date stipulated in the NIT.

Bids sent through other means of transmission which are not delivered in a sealed envelope may be rejected.

25. Late / delayed bids

Any bid received by the authority after the prescribed deadline will not be opened and shall be deemed disqualified and thus rejected. The scanned copy of receipt for submission of hard copies (if submitted through postal/courier service) must be uploaded along with the soft copy of the Bid in www.assamtenders.gov.in.

26. Modification and withdrawal of bids

The bidder may modify or withdraw his bid after submission but before the date and time fixed for submission of the bids, provided that the modification or withdrawal, in writing, is RECEIVED by the authority prior to the deadline prescribed for submission of bids so as to open along with the original bids.

The bidder's written modification or withdrawal duly sealed & marked should be delivered in accordance with the provisions of the bid document. The envelope should be super scribed "Amendment/ Withdrawal of Bid", giving the Bid No., Name of work, deadline time & date of opening.

27. Bid opening and evaluation

Bid opening: The Pre-Qualification information, Technical and Commercial bids of all the bidders will be opened by the authority at time, date and place indicated in the bid documents, in the presence of bidders or their representatives who wish to attend the bid opening. The bidders' representatives, who are present, shall sign a register in evidence of their attendance. In the event of the specified date of bid opening being declared holiday for the authority, the bids shall be opened at the appointed time and location on the next working day.

The bidder's name, bid amendment/ withdrawals, if any, the presence or absence of the requisite Earnest Money and such other details as the authority or his authorized representative, at his discretion, may consider appropriate will be announced at the time of bid opening.

Bids without adequate / appropriate / proper EMD shall be summarily rejected. No further action on such bids shall be taken.

28. Process to be confidential

After the public opening of bids, information relating to the examination, clarifications, evaluation and comparison of bids and recommendations concerning the award of contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process. Disclosure to any such persons shall be made in confidence and shall extend only so far as it may be deemed necessary for the purposes of such performance.

29. Evaluation and comparison of bids

The authority will evaluate and compare only those bids determined to be responsive to the requirements of the Bid Documents.

The bidders are required to provide all technical details, as these are required for evaluation purpose & also for quality assurance during fabrication. Bids received without full & complete specifications and drawings are liable to be rejected. The authority will examine the bid to determine whether they are complete, whether the requisite Bid guarantee has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

The authority shall go through and evaluate the bids and advise accordingly only those bidders whose bids shall be found responsive to the requirements of the bid documents.

The authority shall evaluate and compare the price bids of only those bidders who have offered the prices complete in all respect as per the bid documents. The authority will arrive at the all-inclusive total price of a bid, after adding following factors:

- Total all inclusive price of all the buses till delivery at Guwahati.
- Bid deviations and other factors, which are in excess of the requirements of the Bid Documents or otherwise result in the accrual of unsolicited benefits to the authority, shall not be taken into account in bid evaluation.

30. Award of contract

Subject to above, the authority will consider the bidder whose bid has been determined to be responsive, complete and in accordance with the Bid Documents and whose offer on evaluation has been determined to be the acceptable offer for award of contract.

31. Authority right to accept any bid and to reject any or all bids

The authority reserves the right to accept or reject any bid, and to annul the bid process and reject all bids without assigning any reason.

32. Notification of award

Prior to the expiry of the period of bid validity, the authority will notify the successful bidder that his bid has been accepted. This letter (hereinafter and in the General Conditions of Contract called 'Letter of Acceptance') shall name the sum which the authority will pay to the supplier in consideration of execution, completion, testing, commissioning, of the buses by the Supplier. The Letter of Acceptance (LOA) shall constitute the formation of the Contract.

33. Signing and acceptance of letter of acceptance

Upon receipt of the 'Letter of Acceptance', the successful bidder shall return two copies of the Letter of Acceptance duly signed and stamped by his authorised signatory immediately after the date of despatch of letter of Acceptance. However, the contract shall be deemed to be concluded on the date of despatch of the 'Letter of Acceptance' by the authority.

Upon return of 'Letter of Acceptance' from the successful bidder, contract in accordance with the form of agreement prescribed with the bid documents, would be signed by both the parties. The successful bidder shall get the correct amount of stamp duty adjudicated, at Guwahati in accordance with the applicable law, and submit the same in two copies duly stamped and executed within thirty days from the despatch of 'Letter of Acceptance'. The authority will return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp duty will be paid by the successful bidder.

At the time of signing the contract, the successful bidder shall be required to give an undertaking.

34. Corrupt practices

Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, following definitions are relevant:-

- i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Authority of the benefits of free and open competition;

If it is found that bidder (s) had engaged in corrupt/fraudulent practice in securing and executing the contract, the authority reserves the right:

- (a) not to award contract to such bidder,
- (b) to cancel the contract, if already awarded. In case of cancellation, the authority shall be entitled to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provisions of the bidding documents. The authority shall also have the right to forfeit the performance bank guarantee of such bidder, and

- (c) to ban the business dealing with the bidder who engaged in such practices either indefinitely or for a specified period of time.

35. Inspection

The bidders whose buses comply as per the technical specification articulated under clause 14b are required to conduct trial run of the offered Electric bus or its base model variant for a period of minimum 2-3 days within the routes as may be finalized by bid evaluation committee during the trials. Based on the successful trial run and technical compliance, a bidder shall be declared as technically qualified.

Prototype inspection: - Prototype inspection of the EV's will be carried at the selected bidder's or its OEM's facility within 4 months after issue of LOA by a special technical team as designated by ASTC.

Final Inspection" of buses means inspection of the buses to be carried out at any place in Guwahati as desired by the Authority.

On receipt of the buses at the place of delivery, these shall be jointly inspected by the Bidder and the authority for completeness and satisfactory condition of all equipment's/components. Damages, defects and deficiencies, if any, shall be noted and the Bidder shall initiate immediate action for making good the same under advice to the Authority. Any delay in testing and commissioning of these buses due to this will be to the Bidder's account and will be dealt with by the Authority.

36. Liquidated Damages (LD) for Delay in Project Implementation

- a. ASTC will issue the Letter of Award (LoA) for the Project indicating the Scheduled Commercial Operation Date (SCOD). The Bidder shall complete the delivery of the buses as stated in clause 21, from the date of issue of LoA.

If the bidder fails to commission the sanctioned project within specified time, Liquidated Damages (LD) on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months, the project will get cancelled and the total performance security amount shall be forfeited without any capping.

Ex: If project is delayed by 30 days then the Liquidated Damages (LD) will be levied as given below.

Liquidated Damages (LD) = [(Performance Security/180 days) x delayed days]

- b. ASTC will consider complete and full delivery of the number of buses as sought in the RFB. Any part delivery of buses shall not be considered and no part payment will be made.

- c. In case of natural calamity or any reason beyond the control of the successful bidder, the work is not completed within the given timeframe; Nodal Agency may consider grant of extension after the reason/s submitted by the successful bidder is/are found to be satisfactory.

37. Termination for default

The Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or in part:

- a) if the bidder fails to deliver any or all of the buses or fails to commission the same within the delivery schedule (s) specified in the contract
- b) if the bidder fails to perform any other obligation(s) under the contract and terms and conditions as per RFB.

In the event the Authority terminates the contract in part, the bidder (whose Contract is terminated) shall be liable to the Authority for their commissioning and maintenance for Warranty. The bidder shall continue performance of the contract to the extent not terminated. Thereafter, the Authority shall approach L2 bidder to fulfill the remaining contract or full contract (in case whole contract is terminated) at L1 price only with the same terms and conditions as per this RFB.

38. Delays in the bidder's performance

Delivery to be effected without time overrun. The time allowed for and the date specified in the contract or as extended, for the delivery & commissioning of the buses shall be the essence of the contract and delivery must be completed not later than the date (s) so specified or extended.

Progress of deliveries: The bidder shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, or such other Officer as may be nominated by the Authority for the purpose of ascertaining the progress of the deliveries under the contract.

In case of any delay by the bidder in the performance of his obligations for delivery and commissioning of buses, the authority at his discretion may take the following actions:

- (a) Terminate the contract for unsupplied quantity; and/or
- (b) Forfeit the Performance Guarantee; and/or
- (c) Effect purchases at the bidder's risk and cost for the unsupplied quantity; and/or
- (d) Extend the delivery period for the unsupplied/ non-commissioned quantity with imposition of pre estimated liquidated damages and duties and taxes as applicable.

If at any time during performance of the Contract, the bidder should encounter conditions beyond his control impeding timely delivery of the buses, the bidder shall promptly notify the Authority in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, the Authority may evaluate the situation and may, at his discretion, extend the bidder's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

The bidder shall notify the Authority, in writing, of all sub-contracts, awarded under the contract, if not already mentioned in the bid. Such notification in the original bid or later shall not release the bidder from any liabilities or obligations under the contract.

In case of any Force Majeure event, Authority will not impose any penalty. More details on this point is provided on Clause 41. If any delay is attributable to Authority due to any delay for issuance of clearance/approvals by Authority, the successful bidder shall maintain evidence of communication via emails/letters (including official receiving evidence) and its follow up letter (including official receiving evidence) thereof. Based on this evidence, Authority shall decide whether to impose any penalty or not.

39. Force majeure

For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.

If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, fires, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative.

The party which is unable to perform its obligations under the present contract shall, within seven (7) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. There shall be no change in bus price if any change in the tax or any duties.

Any waiver/extension of time in respect of the delivery of any installment or commissioning of buses shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries or commissioning of buses or completing balance portion of work for setting indigenous production facilities for the buses.

If such 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 contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.

Notwithstanding the provision of clauses 39, 40 and 41, the Bidder shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

40. Indemnity

The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Bidder shall at all times indemnify the Authority against all claims which may be made in respect of the buses for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered design or trade mark being made against the Authority, the Authority shall notify the Bidder of the same and the Bidder, shall at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

41. Safety measures

The Bidder should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the premises/depots of the authority.

The Bidder should abide by and conform to all the rules and regulations of Authority in force from time to time and ensure that the same are followed by his representatives, agents, sub-Contractor or workmen working in the premises/depots of Authority.

The Bidder should ensure that while working in the premises/depots of Authority, unauthorised, careless or inadvertent operation of installed equipment which may result in accident to staff and/or damage to equipment, does not occur.

The Bidder should indemnify and keep the Authority indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the premises/depots of Authority and any loss or damage to property of Authority sustained due to the acts or omissions of the Bidder irrespective of whether such liability arises under the Workman's Compensation Act or the Fatal Accidents Act or any other statute in force from time to time

42. Insolvency and breach of contract

The Authority may at any time, by notice in writing summarily determine the contract without compensation to the Bidder in any of the following events, that is to say :-

- a) if the Bidder being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b) if the Bidder being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- c) if the Bidder commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and provided also the Bidder shall be liable to pay to the Authority any extra expenditure he is thereby put to and the Bidder shall, under no circumstances, be entitled to any gain on repurchase.

43. Dispute Resolution & Laws governing the contract

In case any difference/dispute arises between the parties during the period of the agreement, the same may be settled amicably by all the parties and in case of failure such difference/dispute may be referred to Courts of Guwahati, Assam and its decision shall be final and binding on all the parties.

- **Governing Law**

This Contract shall be governed by and construed in accordance with Indian Laws.

- **Jurisdiction**

The parties irrevocably submit to exclusive jurisdiction of the Courts of Assam in all matters arising under this Agreement.

44. Confidential

Any information obtained in the course of the execution of the contract by the Bidder, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated confidential and shall not at any time be communicated to any person.

Any breach of the aforesaid conditions shall entitle the Authority to cancel the contract and to purchase or authorize the purchase of the buses at the risk and cost of the Bidder as applicable.

45. Bidder's responsibility

The Bidder shall be entirely responsible for the execution of the contract strictly in accordance with the terms of the Technical Specification and the General Conditions of Contract, Instruction to the bidders and other conditions of contract.

Any approval that may be given by the Authority shall only be deemed to be the approval in principle. Notwithstanding such approval the Bidder shall be fully and totally responsible for the satisfactory performance and compliance with the contract specifications and conditions.

The Bidder shall be responsible for taking all the necessary approvals and permissions from the Government of India and from the Government of Assam as the case may be and shall be responsible and liable for payment of all statutory and non-statutory dues during the performance of its obligations under the contract.

46. Approval of design

The design shall be developed based on the requirements given in the Technical Specification & sound engineering practices. The entire design shall be submitted by the successful Bidder with supporting technical data to the Authority for approval, before commencing manufacture. However, the Bidder shall be required to obtain Type Approval, Conformity of Production (COP) for the buses from the authorized agencies as per latest CMVR. In addition, Finite Element Analysis (FEA) approval shall be required to be taken from ARAI, Pune or any other agency authorized as per CMVR.

The design shall be developed in S.I. Units (System International)

Approval of the design means the approval of the general design features. Notwithstanding the approval, the Bidder will be wholly and completely responsible for the satisfactory manufacture/supply & performance of these buses offered. The Bidder when submitting design bids for approval to the Authority shall draw specific attention to the deviation or departure from the specification/drawing included in the Contract.

47. Inspection of buses at destination station

On receipt of the buses at the place of delivery, these shall be jointly inspected by the Bidder and the authority for completeness and satisfactory condition of all equipment's/components. Damages, defects and deficiencies, if any, shall be noted and the Bidder shall initiate immediate action for making good the same under advice to the Authority. Any delay in testing and commissioning of these buses due to this will be to the Bidder's account and will be dealt with by the Authority as per Conditions of the Contract.

48. Removal of rejected buses

On rejection of any bus, subjected to inspection or assessment of performance during testing and commissioning at a place other than the premises of the Bidder, such buses shall be removed by the Bidder at his own cost subject as hereinafter stipulated, within 10 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Bidder at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the Bidder, provided that where the price or part thereof has been paid, the authority is entitled without prejudice to his other rights to retain the rejected buses till the price paid for such buses is refunded by the Bidder save that such retention shall not in any circumstances be deemed to be acceptance of the buses or waiver of rejection thereof.

All rejected buses shall in any event and circumstances remain and always be at the risk of the Bidder immediately on such rejection. If such buses are not removed by the Bidder within the period aforementioned, the Inspecting Officer/ Authority may remove the rejected buses and either return the same to the Bidder at the risk and cost of the Bidder by such mode of

transport as the Authority or Inspecting Officer may decide, or dispose off such buses at the Bidder's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals and any price refundable by the Bidder as a consequence of such rejection.

49. Payment terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract after the delivery of all the buses.

Payment for the 100 (One hundred) numbers fully built 9 Meter AC Electric buses to the selected bidder will be made as follows:

-10% payment as advance against bank guarantee of 110% of value and remaining net payable amount payment as per value of lots of 20 Nos vehicles on delivery, inspection and certification of receiving authority as per the delivery timeline specified in the RFB.

50. Modifications of drawings

The Bidder, after inspection, testing and commissioning of the buses shall correct, where necessary, his drawings and schedule of materials to conform in every respect with the final approved design and shall submit to the Authority three copies of the corrected drawings and schedule of materials showing against each item the material and quantity used per bus and the revised weight.

51. Service manuals and spare parts catalogues

Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc. shall be specially prepared for Buses and at least one set plus a soft copy of each for every 5 buses or part thereof of the same shall be supplied without any extra charge, along with the first supply. The draft contents of the manuals shall be submitted for approval of the Authority. Detailed spare parts catalogue listing all components manufactured or purchased (one copy for every 5 buses or part thereof) shall be supplied without any extra charge. All manuals shall be sent to the Authority in advance of dispatch of the buses from the manufacturer's works.

52. Duties and taxes

The bidders are required to indicate the break-up of duties and taxes to be paid by them in their price schedule. For the supplies made as per the original delivery schedule, the statutory levies as applicable on the date of supply shall be reimbursed to the bidder at actual.

53. Provisional receipt certificate

The authority shall issue provisional receipt certificate within seven working days (excluding the holidays) of receipt of bus (es) in good conditions at place mentioned by authority in Guwahati.

54. Final acceptance certificate

The final Acceptance Certificate shall be issued by the Authority within 15 days inspection and satisfactory commissioning of the buses at place mentioned by authority in Guwahati.

55.Amendments

The ASTC authority, without prejudice, can make amendments, and/or modifications in the Contract in writing upto date of issue of letter of acceptance of the offer.

56.Technical Bid Details

a) Bidders shall mandatorily fill all the details below and upload the necessary documents as part of the online and offline bid submission of their Bid at www.assamtenders.gov.in based on which the technical bids shall be evaluated by the Bid Evaluation Committee.

b) Bidders should submit their Technical Bids with RFB Title, NIT No. and Date along with all the related documents stated below:

Sl. No.	Category	Description	Document furnished(Yes/No)
1	Full Name & Address of the Bidder		
2	Full Name & Local Address in Assam (if any) or Undertaking from the bidder that local dealership and support center will be established in Assam within 2 months after the issue of LOA, if selected (To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)		
3	Technical Proforma to be filled by the bidder as given in Clause 14 (b).		
4	Percentage of Localization of the EV (Refer clause no 20)		
5	Warranty of the EV provided by the OEM		
6	Warranty of the Battery provided by OEM		
7	Warranty of the Motor provided by OEM		
8	Mobile/ Telephone No.		
9	FAX No.		
10	Email ID		
11	Documents in support of address Proof		
12	Tender processing fee submission proof		
13	Bank Guarantee for Earnest Money Deposit		
14	GST No. with GST registration certificate		
15	PAN No.		
16	Latest GST return filed		

17	Manufacturer (OEM) certificate		
18	Authorization Letter from OEM in case of participation of authorized dealer of the OEM		
19	Income tax return certificate for financial year 2018-19, 2019-20, 2020-21 and 2021-22		
20	Audited financial statements or CA certificate on the CA firm's letter head signed by the CA along with his/her registration number. The CA certificate should also be countersigned by the authorized applicant.		
21	After sales service provided (Yes/No)		
22	Type approval(ARAI certificate) certificate from ARAI with necessary drawings		

57.Price Bid (Financial Bid) (To be submitted online only)

Bidders are required to submit the Price Bid (Financial bid) online only at Assam tenders portal <https://assamtenders.gov.in/nicgep/app> as per the BOQ template provided in the E-Procurement Portal. **The price bids must be quoted for AC Electric bus as given below:**

A. FOR AC ELECTRIC BUS

- ii. **The quoted price of the AC electric bus inclusive of taxes as applicable. (For two variants i.e. AC Electric bus without wheelchair accessibility and AC Electric bus with wheelchair accessibility.)**

Bidders must not in any case send the hard copy of the Financial Bid along with their

Bid documents and if done so, their bids will be summarily rejected.

The total project cost should be inclusive of all duties, taxes as well as shipping and freight charges (F.O.R.). The rate should be quoted as Freight on Road (F.O.R) Destination as specified in the RFB. It will be the responsibility of selected bidder to deliver the vehicles at the site as per ASTC requirement at no extra cost beyond the financial quote enclosed in the commercial bid. Payment shall be released only after successful delivery of the buses.

The buses shall have to be delivered at Central Workshop, ASTC, Rupnagar, Guwahati

**Managing Director
Assam State Transport Corp.**

58.Enclosures to the RFB

#	Enclosures to the RFB
1.	Tender processing fee (Payment proof)
2.	Bank Guarantee for Earnest Money Deposit (EMD) (Annexure-I)
3.	Power of Attorney on requisite value of stamp paper (Annexure-III)
4.	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)

5.	RFB Document sealed and signed along with the corrigenda and addenda (If any)
6.	Undertaking for Corrupt & Fraudulent Practice (Annexure-IV)
7.	Declaration(Blacklisting or Debarring) (Annexure- V)
8.	Experience Certificates
9.	General Information of the bidder
10.	Address proof document
11.	GST certificate along with latest GST return filed
12.	PAN card
13.	Income tax return certificate for financial year FY 2018-19, 2019-20, 2020-21 and 2021-22
14.	Original Equipment Manufacturer (OEM) certificate
15.	In case the bidder is an authorized dealer of the OEM, an authorization letter issued by the OEM in their favor for participating in the tender.
16.	Documentary evidence of Constitution of the Company/Firm. All documents proving eligibility.
17.	CA certificate
18.	The declaration or certification for localization from registered CA
19.	Name and Address of local dealership and support center in Assam/Undertaking from the bidder that local dealership and support center will be established in Assam within 2 months after the issue of LOA, if selected (To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)
20.	Test certificates from competent authority
21.	Technical data sheet of 9 Meter AC buses
22.	Undertaking for Disposal of the used high voltage battery packs of the electric buses as per applicable norms(Scope of bidder)
23.	Copy of Manufacturing /Trade License issued by the competent Licensing Authority for the quoted products (if applicable)
24.	Type approval certificate from ARAI with necessary drawings
25.	Scanned copy of receipt for submission of hard copy of Technical Bid (if submitted through postal/courier service)

Note: a) The Bidder should upload the scanned copies of all the above mentioned original documents at www.assamtenders.gov.in as part of the online bid submission in addition to the Price Bid submission.

59. General Information of the Bidder

- a. Name of the Company:
 - i. Country of Incorporation:
 - ii. Address of the corporate headquarters and its branch office (s), if any:
 - iii. Phone:
 - iv. E-mail:
 - v. Website:
- b. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder.
 - i. Name:
 - ii. Designation:

- iii. Name of the firm:
- iv. Address:
- v. Telephone No:
- vi. E-mail Address:
- vii. Fax No:

c. Details of individual (s) who will serve as the point of contact / communication for ASTC within the Company

- i. Name:
- ii. Designation:
- iii. Address:
- iv. Telephone No.:
- v. E-mail address:
- vi. Fax No.:

(Signature of Authorized Signatory)

Yours faithfully,

Name,

Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution is issued.

60. Annexure I:- Format for Bank Guarantee (BG) for EMD submission

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

Ref.: Bank Guarantee No.:

Date:

In consideration of the [Insert name of the Bidder] (Hereinafter referred to as 'Bidder') submitting the response to RFB inter alia for selection of the Project of ASTC in response to the Contract for **“Purchase of 100 Nos 9 meter AC Electric bus (High Range) from Original Equipment Manufacturer/ Authorized Dealer by Assam State Transport Corporation”**, dated[insert date] issued by Assam State Transport Corporation (hereinafter referred to as ASTC) and ASTC considering such response to the RFB of.....[insert the name of the Bidder] as per the terms of the RFB, the [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to ASTC at [Insert Name of the Place from the address of ASTC] forthwith on demand in writing from ASTC or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Insert amount not less than that mentioned in section 5 (ii) of RFB of cumulative capacity only, on behalf of M/s (Insert name of the Bidder)].

This guarantee shall be valid and binding on this Bank up to and including[insert date of validity in accordance with this RFB] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. (Rs only). Our Guarantee shall remain in force until [Insert date of validity in accordance with this RFB]. ASTC shall be entitled to invoke this Guarantee till [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that ASTC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ASTC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to ASTC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require ASTC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ASTC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Guwahati shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ASTC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by ASTC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until [Date to be inserted on the basis of this RFB] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ASTC serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.

For

..... (Insert name of bank)

Banker's Stamp and full address

Dated this day of, 20....

61. Annexure II:- Format for Performance Bank Guarantee (PBG)

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as selected Bidder) submitting the response to RFB inter alia for **“Purchase of 100 Nos 9 meter AC Electric bus (High Range) from Original Equipment Manufacturer/ Authorized Dealer by Assam State Transport Corporation”**, at.....[Insert name of the place] in response to the RFB dated issued by Assam State Transport Corporation (hereinafter referred to as ASTC) and ASTC considering such response to the RFB of.....[insert the name of the selected Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors,

administrators, successors and assignees) and **Purchase of 100 Nos 9 meter AC Electric bus (High Range) from Original Equipment Manufacturer / Authorized Dealer by Assam State Transport Corporation** and issuing Letter of allocation No _____ to (Insert Name of selected Bidder) as per terms of RFB and the same having been accepted by the selected bidder, M/s -----
----- As per the terms of the RFB, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally pay to ASTC without demur at Guwahati forthwith on demand in writing from ASTC or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Total Value] only, on behalf of M/s [Insert name of the selected bidder].

This guarantee shall be valid and binding on this Bank up to and including[insert date of validity in accordance with this RFB] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs..... (Rs only). Our Guarantee shall remain in force until [Insert date of validity in accordance with this RFB]. ASTC shall be entitled to invoke this Guarantee till..... [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the ASTC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ASTC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to ASTC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require ASTC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ASTC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Guwahati shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ASTC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by ASTC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until [Date to be inserted on the basis of this RFB] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ASTC serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.....

For

..... (Insert name of bank) Banker's Stamp and full address Dated this day of, 20.....

62. Annexure III:- Power Of Attorney

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We
(Name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr. /Ms.
(name & residential address) who is presently employed with us and holding the position ofas our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for " **Purchase of 100 Nos 9 meter AC Electric bus (High Range) from Original Equipment Manufacturer / Authorized Dealer by Assam State Transport Corporation** " in response to the NIT Nodated issued by Assam State Transport Corporation (ASTC), Guwahati including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which ASTC may require us to submit. The aforesaid Attorney is further authorized for making representations to Assam State Transport Corporation, Guwahati and providing information / responses to ASTC, Guwahati representing us in all matters before ASTC, Guwahati and generally dealing with ASTC, Guwahati in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned NIT.

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

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

Signed by the within named

..... (Insert the name of the executant company)

through the hand of Mr.

duly authorized by the Board to issue such Power of Attorney Dated this

..... day of

Accepted.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested..... (Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence

pursuant to Board of Director's Resolution dated.....

WITNESS

1.

(Signature)

Name.....

Designation

.....

1.

(Signature)

Name.....

Designation

.....

68. Annexure IV: - Undertaking for Corrupt & Fraudulent Practice

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not any such amount.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

69. Annexure V: - Declaration

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

We have carefully read and understood the enclosed Terms and Conditions of the RFB and agree to abide by them.

We declare that:

- a. We declare that we have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country/ Debarred or have failed to execute any previous work of ASTC.
- b. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFB/ Contract Agreement shall be entirely ours.

If this Declaration is found to be incorrect or if any RFB Condition is found violated by us, then without prejudice to any other action our Bid Security / Security Deposit may be forfeited in full and the Bid to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)

Name.....

Designation.....

70. Annexure VI: - Financial Turnover & Net Worth

Annual Turnover & Net worth of the Bidder

Year	2018-19	2019 – 2020	2020 – 2021	2021 – 2022
Turnover (INR)				
Net worth (INR)				

Note:

1. Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years shall be submitted as supporting evidence.
2. Applicants shall also enclose certificate from its Statutory Auditors stating its total revenue during each of the past 3 years. In case the applicant does not have a Statutory Auditor, it shall provide the requisite certificate from Chartered Accountant Firm/Chartered Accountant that ordinarily audits the annual account of the party

71. Annexure VII:- Past Experience Details

- i) Details to be given for all types of bus chassis / complete bus supplied by the BUS MANUFACTURER in last 3 years.
- ii) Details to be furnished for the supplies made by the bus manufacturer or his principal in three preceding years ending 31st March 2022.

Sl. No.	Contract placed by (Full address of Purchaser)	Contract No. & Date	Description and Qty. of buses ordered	Value of Contract	Date of completion of delivery (As per contract)

We hereby declare that above information are true and providing such information details are not in violation of any of the Agreements to the best of my knowledge.

(Signature of Authorized Signatory)

Name.....

Designation.....

72. Annexure VIII: - Statement of Deviations (if any) from Technical Specification stipulated in the RFB

The following are the particulars of deviations from the Technical Specifications stipulated in the RFB

SL. NO.	CLAUSE	DEVIATION	REMARKS (Including justification)

73. Annexure IX: - Declaration of Guaranteed Life of a few bus aggregates

Sr. No	Item	Aggregate life in km before reconditioning	Life in km for each reconditioning
1	Motor		
2	Battery		
3	ITS equipment's		
4	Tyre		

5	Any other (Please specify)		
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ASSAM STATE TRANSPORT CORPORATION

NIT No. ASTC/HO/CE(A&T)/093/Proc of EV/LR/2022-23/1137

Dated: 19/10/ 2022

TENDER NOTICE

Request for Bid for

Purchase of 100 Nos 9 meter AC Electric bus (Low Range) from Original Equipment Manufacturer/ Authorized Dealer by Assam State Transport Corporation

Assam State Transport Corporation invites sealed tenders in 2(two) bid system (Technical and Financial) in online mode from reputed OEMs/Authorized Dealers for supply and delivery of 100(One hundred) fully built 9 meter AC Electric buses (Low Range). The bidding system shall be done through online mode in Assam tenders portal <https://assamtenders.gov.in>

Submission of tenders will be done only through <https://assamtenders.gov.in/>.

All interested parties are requested to check the RFB at Assam tenders portal <https://assamtenders.gov.in> Any new information related to the RFB will be published in the Assam tenders portal only by means of a corrigendum or re-tender, if necessary.

Tender Processing Fee: - Rs. 10,000/-

Earnest Money Deposit:- Rs. 50,00,000/-

The tender processing fee should be submitted online by means of Internet banking/NEFT/RTGS. Snapshot of proof of online payment of Tender processing fee should be uploaded online along with the technical bid documents. Earnest Money Deposit should be submitted in form of Bank guarantee in the format specified in the RFB. Hard copy of the EMD along with any other document executed on non-judicial stamp paper, undertakings sought, forming part of the Bid as specified in the RFB must reach the office of the undersigned before the last date and time of submission as stated below. Bidders should note that the financial bid must be submitted in Assam tenders portal <https://assamtenders.gov.in> only and hard copy of the same must not be furnished.

The RFB document may be downloaded from <https://assamtenders.gov.in> from 20/10/2022

Address for Submission:
O/o Managing Director
Assam State Transport Corporation (ASTC)
Paribahan Bhawan, Paltanbazar, Guwahati- 781008
Phone: 0361-2730024

For more details please contact:
Balin Das, Chief Engineer (A&T)
[Email:ce.ant.astc@gmail.com](mailto:ce.ant.astc@gmail.com)
Phone: 8811023706

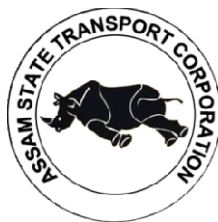
S/d

(Rahul Ch Das, ACS)
Managing Director
Assam State Transport Corporation

**Request for Bid
For
Purchase of 100 Nos 9 meter AC
Electric bus (Low Range) from
Original Equipment Manufacturer/
Authorized Dealer by Assam State
Transport Corporation**

NIT no.: ASTC/HO/CE(A&T)/093/Proc of EV/LR/2022-23/1138

Dated: 19th October, 2022



**Assam State Transport Corporation
(ASTC) Government of Assam**

ASTC, Paltanbazar
Guwahati, Assam – 781008

Pre-Qualification Criteria

- **Tender Processing Fee: Payment Proof**
- **Earnest Money Deposit (EMD): Bank Guarantee of Rs. 50,00,000.00.(Rupees Fifty Lakhs Only/-)**
- **Past Experience:** The bidder or its OEM {themselves or through reseller (s)} should have supplied minimum 150 electric buses to one or more PSUs/Corporations/ STUs in India under GCC or CAPEX model as on bid due date. Copies of relevant contracts (proving supply of cumulative order quantity) to be submitted along with bid in support of quantity supplied. As per Annexure-VII.
- **Financial Turnover & Net Worth:** Average annual turnover of the OEM during any three financial years i.e. 2018-19, 2019-2020, 2020-21 & 2021-22 shall not be less than Rs 5000.00 Lakhs and have a positive net worth. As per Annexure-VI.
- **Blacklisting/Debarring/Defaulter Undertaking:** Bidder/OEM or its Parent/ Associate Company should not be currently blacklisted or banned by any Govt./Govt. Department/ Govt. Agency/PSU in India for corrupt or fraudulent practices or non- delivery or non-performance in last 5 years. As per Annexure-V.
An undertaking is to be furnished by the bidder and its OEM certifying that they have not defaulted in any of the past orders received by them from any Govt./Govt. Department/ Govt. Agency/PSU in India and that they have supplied the orders received in the past as per the respective tenders' terms and conditions without any instances of defaults and to the satisfaction of the tender inviting authority. In case a bidder/OEM is found to have defaulted in any of the past orders received by them from any Govt./Govt. Department/ Govt. Agency/PSU, their bids will be summarily rejected.

Important Dates

#	Particular	Details
1	Publication of Bid	19-10-2022
2	Pre-bid Meeting	26/10/2022 @ 11:00 A.M
3	Last date and time for Bid Submission	09/11/ 2022 upto 01:00 P.M.
4	Date and time for opening of Technical Bids	09/11/ 2022, 4:30 P.M.
5	Date and time for opening of Financial Bids	Will be intimated

1. Request for Bid

The Managing Director, Assam State Transport Corporation (ASTC) Guwahati, (hereinafter referred to as the Authority), invites the tender in a 2 bid system (Technical and Financial) for AC Electric buses meeting norms & requirements Of CMVR 1989 and ARAI as specified in the RFB. The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become the implementation partner of ASTC.

The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFB document. Failure to furnish all information required as mentioned in the RFB document or submission of a bid not substantially responsive to the RFB document in every respect will be at the Bidder's risk and may result in rejection of the bid and forfeiture of the EMD.

2. Instruction to Bidders

General

- a) All information supplied by the Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by ASTC on the basis of this RFB.
- b) The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and/ or documents as required will render the bid technically unacceptable.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Contract has been executed by or on behalf of ASTC. Any notification of preferred Bidder status by ASTC shall not give rise to any enforceable rights by the Bidder. ASTC may cancel this RFB at any time prior to a formal written contract being executed by or on behalf of ASTC.
- d) This RFB supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such prior communication.
- e) The Managing Director, ASTC reserves the right to delete any item or items or to increase or decrease the quantity of any item or items from the tender schedule.
- f) The Managing Director, ASTC reserves the right to accept or reject any or all the tenders without assigning any reason thereof and is not binded to accept the lowest rate.
- g) Any company/firm which has been blacklisted either by the Tender Inviting Authority or by any State Government or Central Government organization should not participate in the tender during the period of blacklisting. Bids of blacklisted bidders would be summarily rejected. Bidders also need to submit an undertaking for the same.
- h) The Managing Director, ASTC reserves the right to cancel the tender process at any stage without assigning any reason thereof.
- i) Bids must remain valid for 180 days after the submission date.
- j) Bids shall be received by ASTC on the government e-Procurement portal, www.assamtenders.gov.in, before the time and date specified in the RFB. Original hard copy of the EMD in the form of Bank Guarantee along with any other document executed on non-judicial stamp paper, undertakings sought, forming part of the Bid as specified in the RFB shall be submitted to: **Managing Director, Assam State**

Transport Corporation, Paltanbazar, Guwahati 781008.

- k) In the event of the specified date for the submission of Bids being declared a public holiday by the Government of Assam, the Bids will be received up to the appointed time on the next working day. ASTC may, at its discretion, extend this deadline for submission of offers by issuing a corrigendum and uploading the same on ASTC's website and e-Procurement portal.
- l) Bids received later than the due time and date mentioned in the RFB will not be considered for this procurement process.
- m) The Bidder should submit a Power of Attorney authorizing the signatory of the Bid to commit the Bidder. The format prescribed for Power of Attorney is given at Annexure-III.
- n) Bidders must follow all terms and conditions and instructions of the RFB. If he fails to follow any of the conditions and instructions, his bid is liable for rejection.
- o) All correspondences shall have to be made in English only.

3. Compliant Bids / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFB documents carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of the RFB document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Bid noncompliant and the Bid may be rejected. Bidders must:
 - i. Include all documentation specified in this RFB;
 - ii. Follow the format of this RFB and respond to each element in the order as set out in this RFB;
 - iii. Comply with all requirements as set out within this RFB.

4. Issue of Corrigendum

- a. At any time prior to the last date for receipt of bids, ASTC may, for any reason modify the RFB Document by a corrigendum.
- b. The Corrigendum or Re-tender (if any) will be posted only on www.assamtenders.gov.in.
- c. Any such corrigendum shall be deemed to be incorporated into this RFB.
- d. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, ASTC may, at its discretion, extend the last date for the receipt of Bids.

5. Key Requirements of the Bid

RFB Document Fees

- i. RFB can be downloaded from the website www.assamtenders.gov.in. Tender processing fee of INR 10,000/- (Rupees Ten Thousand) + 18% GST is to be submitted by the bidder online by means of Net banking/NEFT/RTGS in the account details as follows: Name of account holder: Assam State Transport Corporation Account No.10281981361 IFSC Code:SBIN0001244. The tender document fee is non refundable.
- ii. Earnest Money Deposit ("EMD") of amount **INR 50,00,000/- (Rupees Fifty Lakhs)** is to be submitted by the bidder in hard copy in form of Bank guarantee in the format specified in Clause 61,

Appendix I issued by Nationalized / Scheduled Indian bank in favour of "Assam State Transport Corporation" payable at "Guwahati" and should be valid for 12 months from the last date of submission of the Bid.

a) EMD of all unsuccessful Bidders would be refunded by the Authority once the bidder is notified as unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Clause 62 Annexure II and declaration of result.

b) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

c) The bid submitted without EMD, mentioned above, will be summarily rejected.

d) The EMD may be forfeited:

- If a bidder withdraws its Bid during the period of Bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFB.
- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFB;
- If the Selected Bidder fails, within the specified time limit to furnish the Performance Bank Guarantee within the period prescribed therefore in the Contract Agreement.

6. Preparation and Submission of Bid

Submission of Bids

- a. Bidders are required to submit the complete Bid online which includes Pre-Qualification information, Technical bids and Financial bids at www.assamtenders.gov.in. The EMD in the form of Bank Guarantee along with any other document executed on non-judicial stamp paper, undertakings sought, forming part of the Bid as specified in the RFB must be submitted through offline (hard copy) mode. The online documents include a scanned copy of the original Technical bids and signed and sealed copy of RFB. It should be duly sealed and signed by authorized signatory. **The bidders must take strong note that the financial bids should not be sent in hard copy. It must be submitted only through online mode at www.assamtenders.gov.in.**
- b. The hard copy of bank guarantee for EMD along with any other document executed on non-judicial stamp paper, undertakings sought, forming part of the Bid should be dispatched before the last date and time of bid submission as stated in the RFB to the following address:
**Managing Director, Assam State Transport Corporation,
Paltanbazar, Guwahati 781008
Phone: 0361-2739552**
- c. Bidders should submit their responses as per the formats given in this RFB. Bids needs to be uploaded on the website www.assamtenders.gov.in.
- d. **Commercial bid (Price Bid/Financial bids) shall be submitted only through online mode in the prescribed format i.e. BOQ as uploaded on www.assamtenders.gov.in.**
- e. The Bidder has the option of sending the hard copy of EMD and any other document executed on non-judicial stamp paper, undertakings sought forming part of the Bid by registered post or speed post or by hand delivery, so as to reach Nodal Agency by the Bid Deadline. ASTC shall not be responsible for any delay in receipt of the same. The scanned copy of receipt for submission of hard copies (if submitted

through postal/courier service) must be uploaded along with the soft copy of the Bid in www.assamtenders.gov.in. It should be noted that except online Commercial bid (Price Bid), no other envelope/ document shall contain any information/document relating to Commercial bid (Price Bid). Nodal Agency shall not be responsible for premature opening of the Price Bid in case of non-compliance of above.

- f. Original copy of the EMD and any other document executed on non-judicial stamp paper, undertakings sought forming part of the Bid shall be submitted to:

Managing Director, Assam State Transport Corporation, Paltanbazar, Guwahati 781008.

- g. All pages of the Bid, except for the Bid Security, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory.
- h. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Bid.
- i. The Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the authorized signatory of the Bidder.
- j. The sequence as delineated in the RFB for submission of requisite documents must be followed and the hard copy of the documents to be submitted must be as per the sequence asked.
- k. The Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the authorized signatory of the Bidder.
- l. The sequence as delineated in the RFB for submission of requisite documents must be followed and the hard copy of the documents to be submitted must be as per the sequence asked.
- m. **Under no circumstances the financial bid is to be submitted in hard copy as it will render the bid from the OEM/ dealer as invalid/disqualified. The financial bid must be uploaded online at the web portal www.assamtenders.gov.in.**

7. Zero Deviation

This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

8. Right to No Selection and right to Withdraw the RFB

- a. ASTC may terminate the RFB process at any time and without assigning any reason. ASTC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFB does not constitute an offer by ASTC. The bidder's participation in this process may result in ASTC selecting the bidder to engage towards execution of the contract.
- c. ASTC reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance or rejection of bid by ASTC will be full and final.

9. Deadline for Submission of Bids

Last date and time for submission (Both Online and Offline) is 09/11/2022 till 01:00 PM. **For the offline submission, only EMD and any other document executed on non-judicial stamp paper, undertakings sought forming part of the Bid as specified in the RFB must be submitted. For the online submission, Pre-Qualification information, Technical Bid and Financial Bid shall be uploaded on www.assamtenders.gov.in.** as per the above mentioned date and time. **Offline submission of EMD and any other document executed on non-judicial stamp paper, undertakings sought forming part of the Bid (except Commercial bid)** should be sent to the following address: Managing Director, Assam State Transport Corporation, Paltanbazar, Guwahati 781008 Phone: 0361-2730024

10.Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
- b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained in this matter.
- c. The scanned copy of receipt for submission of hard copies (if submitted through postal/courier service) must be uploaded along with the soft copy of the Bid in www.assamtenders.gov.in.
- d. ASTC shall not be responsible for any postal delay or non-receipt/ non- delivery of the documents. No further correspondence on this subject will be entertained.
- e. ASTC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

11.Evaluation

Evaluation Process

- a. ASTC will constitute a Bid Evaluation Committee to evaluate the Technical and Financial of the bidders.
- b. The Bid Evaluation Committee constituted by ASTC shall evaluate the responses to the RFB and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Bid Evaluation Committee in the evaluation of responses to the RFB shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d. The Bid Evaluation Committee will report Authority of ASTC in case of any deviation of bids from RFB terms & conditions.
- e. Each of the responses shall be evaluated subject to meeting all pre-qualification criteria as per the criterions and requirements specified in this RFB.

12.Tender Opening

- a) The Technical bid of the bidders that satisfy the pre-qualification criteria will be opened at 4:30 P.M. on 09/11/2022. The Commercial bid of the technically qualified bidders will be intimated later by the officer (s) authorized by authority, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- b) The representatives of such bidders may remain present at the time of opening of the bids.

- c) The representatives of the bidders are advised to carry an identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the bid. The details of bonafide representatives must be sent to ASTC on a letter head of the company signed and stamped by authorized signatory.

13. Bid Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Bid.

14. Bid Evaluation

- a. Technical Bid scrutiny will be held as per the technical specifications given below for the bidders that meet the pre qualification criteria as specified in the RFB and incomplete details as given below will be treated as nonresponsive, if Bids :
- Are not submitted as specified in the RFB document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFB
 - With lesser validity period
- b. **Technical specifications of Electric bus desired by ASTC, based on which the technical bids of the bidders will be evaluated :-**

Technical Specification of the EV	Technical Specification of the EV desired by ASTC	Technical Specification of the EV provided by the OEM/dealer (To be filled by the OEM/dealer)
Overall length (mm)	8500 – 9800	
Width (mm)	2200 – 2600	
Height (mm)	The parameter of height of the EV is fixed as per CMVR i.e. Maximum 3800mm.	
Floor Height (mm)	900 (As per AIS norms)	
Type of Bus	AC	
AC Compressor	The specifications of AC Compressor to be in terms of cooling load (i.e. min 26 kW) of the cabin.	
Wheel area clearance	>220 mm for parts fixed to bus body & >170 mm for parts moving vertically with axle (as per AIS norms)	
Axle clearance (mm)	Minimum 175 mm	
Range (Distance covered in a single run at 80% SOC) to be maintained throughout first 5 years	As per ASTC's operations 120 kms at 80% SOC. The kms performance as per requirement will be checked during the	

of operation.	trial runs in loaded condition.	
Power Consumption per km	Max 1.1 kWh per km (POC to be established during the trial run)	
Minimum ground clearance (un-kneeled) at GVW	Within the wheelbase not less than 240 mm	
Seating Capacity	As per Type Approval of competent authority (ARAI).	
Transmission/Gear drive	Automatic transmission	
Brake system	Dual circuit full air brakes, with preferably disc/drum type arrangement for front and disc/drum at rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels (As per AIS norms)	
Steering System	Power Assisted, Either steering or driver seat or both should be adjustable.	
Traction motor type	As per OEM	
Traction Motor Operational Speed	Being a design parameter, authority has decided to grant OEM the liberty to mandate the Traction Motor Operational Speed.	
Traction Motor Minimum power	Being a design parameter, authority has decided to grant OEM the liberty to mandate the Traction Motor power.	
Battery Pack type	Li-ion with chemistry of Li-NMC or Li-LFP.	
Battery Pack Total Minimum Voltage	Being a design parameter, authority has decided to grant OEM the liberty to mandate the Battery Pack Total Voltage.	
Electrical : Battery Pack Rating, Energy/Power	1. No. of Motors / Batteries as per Manufacturer's design.	
	2. Power pack of min 165 kWh [considering a power consumption of max 1.1 kWh per km]	
	3. Electrical Re-generation required.	
	4. Off-Board Charging Required	
	5. Charging Time $\leq$ 2hrs to 2.5 hrs	
	7. Safety-Short circuit/ Over Temperature / Lightning Protection is mandatory.	
Rated Performance at GVW in Stop/ Start In Urban Operation	As per UBS-II/CMVR	
Acceleration (Meter / Sec.²)	As per UBS-II/CMVR	

Bus Speed of 0 - 30 kmph in Seconds.	As per UBS-II/CMVR	
Maximum Speed	As per UBS-II/CMVR	
Driver Work Area	Driver Work Area should be as per AIS: 047	
Power Requirement for Air Conditioning System, ITS, etc..	Required to be provided by Electrical Propulsion System.	
Electrical Propulsion System.	Electrical Propulsion System / Sub Systems(Batteries) Temperature, Motor Speed in RPM, Vehicle Speed, Motor Percent Load (Torque), Diagnostic Message (Electrical Propulsion System Batteries, Cooling System, Motor, Traction Controller Specific), SOC Vehicle Health Monitoring System (Battery Health + Regenerative Brake Charging).	
Dash Board	FR Grade Composite glass fiber reinforced fiber dash board as per manufacturers design and should be sturdy, durable & decorative with suitable metallic colour paint.	
Battery Box	As per manufacturers design Battery Box should be properly fitted with LED Light arrangements & along with proper Provision for fitment of Battery Cable to avoid short circuit of Wiring.	
Sun visor for Windshield	To be provided full width with Good Quality Material and Roller type as per manufacturers design.	
LED Light	Sufficient LED Lights should be provided at Driver Cabin, Battery Box, Step Light, etc.	
ETM Charging provision	ETM Charging provision should be provided in Driver Cabin	
Reverse Horn/Buzzer (80-90 decibels)	1No. to be provided.	
Fire Detection & Suppression System (FDSS)	As per AIS : 135 & AIS : 153	
Safety Belts	Safety Belt where ever Necessary as per IS: 15140 of 2003 (Type Approved) should Provide, 3 Point Safety Belt For Driver Seat should be provided.	
Noise Level	Noise level shall be as per requirements of CMVR & AIS: 052 & Its amendments time to time, applicable at the time of delivery of the chassis.	
Battery Pack Charging	GB/T , CCS2	

Battery Pack Current Capacity (Range)	Being a design parameter, authority has decided to grant OEM the liberty to mandate the Battery Pack Current Capacity.	
Suspension type	Air Suspension at front and rear.	
Body Description	Meeting AIS 052 Specification/CMVR	
Minimum Door Aperture without flaps (mm)	750-800	
Door	2 doors provided as per AIS norms. Location: As per Type Approval of competent authority (ARAI). In the offered electric bus variant with wheelchair accessibility second door should preferably be in the middle.	
Compatibility with the charger type	The Electric buses to be quoted for by the bidder must support 120 kW GB/T connector / CCS2 connector	
Emergency exit	As per AIS-052	
Emergency kit	Fire extinguisher, First-Aid kit, Jack with Liver and Tool Box.	
Seats	As per AIS-023	
Seat Layout	2X2	
Additional feature	CCTV Cameras with storage capacity for 15 days footage: 2 Nos; Destination Board: 2 Nos; Panic Button on 2 doors (As per AIS140); Mic, Speaker and amplifier to be provided (PA System), GPS, WiFi/Data Transmitting capability (ITMIS enabled, should be compatible with existing server of ASTC); Battery Pack should be at a suitable position and protected against water ingress preferably rated IP67 or above(due to occasional/ seasonal water-logging upto maximum height of 2.5 ft in some locations of the City), certification regarding same to be produced by bidder (Proof of Concept (POC) have to be established at the Trial Run.), in the account of any damages/incident caused on account of any act, default or negligence on the part of the bidder like design parameters/ manufacturing defects like battery position, etc. the bidder shall execute necessary repairs thereto at his own cost and pay adequate compensation to the concerned.	
Paint	Color Scheme as per authority	

	requirement	
Warranty	Standard Warranty for all aggregates of the electric buses and minimum 5 years warranty for the high voltage battery pack. In addition to above, standard warranty will be applicable on all proprietary items fitted in the vehicle.	

N.B: Bidders have to submit their commercial bids for the electric buses with the same technical specifications as specified in Clause-14 with the variation of inclusion of Wheelchair accessibility with lifting mechanism as per AIS-153 (Type Approval of ARAI/ICAT). Other variations due to inclusion of wheelchair accessibility like: seat capacity, door aperture, etc. (Approved by Competent Authority-ARAI/ICAT) will be accepted by the authority. All relevant documents relating to any one model of 9 m electric buses with wheelchair accessibility like type approval certificates, approved drawings, approved seat layout etc. to be submitted by bidder in their technical bids.

**S/d
Chief Accounts Officer
ASTC, HO**

**S/d
Superintending Engineer
ASTC, HO**

**S/d
Chief Engineer (A&T)
ASTC, HO**

Technical Specifications 14(b) Continued...

- i. The bid evaluation committee may inspect their product and factory for this purpose.
- ii. The bidder shall himself obtain, at his own expense, all the latest specifications required for the design, manufacture, supply, commissioning, and maintenance and servicing of the buses in accordance with the contract terms.
- iii. The bidder shall comply with all latest applicable Central, State and local laws (including Acts, & Regulations). Homologation of **any one model of 9 m electric buses** to be provided with bid documents and **homologation of the offered model to be submitted at the time of prototype inspection.**
- iv. The bus shall meet all applicable Central Motor Vehicles Rules (CMVR) of India/ARAI norms/ Govt. Safety Norms & other norms applicable at the date of supply. In the event of any conflict between the requirements emanating from these specification and those as per any statutory/legal requirement, etc. in force, the superior/higher requirements/standard shall prevail.
- v. The bus shall be designed to carry commuters in the urban/sub-urban/municipal area.
- vi. The bus structure shall meet the requirements of structural strength, stability, deflection, vibration etc. amongst others for at least the following main loads as per AIS Bus body design type approval:

Single wheel bump loads
Double wheel bump (diagonally opposite) loads
Braking and acceleration loads
Speed breaker induced loads

- vii. The bus body design shall be a proven design duly evaluated by the agencies authorized as per CMVR / Automotive Research Association of India, (ARAI), Pune using Finite Element Analysis for the above loads / performance requirements for values for the above loads / conditions / performance parameters as given in subsequent paragraphs.
- viii. The bus, loaded to Gross Vehicle Weight (GVW), with crush load (As per ARAI) and under static

conditions, shall not exhibit deflection or deformation that impairs the operation of the steering mechanism, doors, windows, passenger escape mechanisms and service doors.

- ix. The material used in the construction of buses shall be as per Bureau of Indian Standards (BIS) / Automotive Industry Standards (AIS) / specifications and/or other international specifications meeting/surpassing the performance & other requirements as given in the Bus Code. In the absence of the above specifications, Association of State Road Transport Undertakings (ASRTU) specifications could be followed. Wherever Indian standards are not available, internationally acceptable standards may be referred. Specifications/standards followed shall conform to the Specification/Standards as amended /updated or the latest published by the concerned agencies.
- x. Any other provisions/fitments required for safe and efficient operation and/or for fulfilling statutory requirements must be provided in the offered bus.
- xi. Cooling system: To be provided as per the CMVR norms & ARAI/ CIRT.
- xii. Interiors: Should be easily washable with proper drainage and adequately sealed to prevent ingress of dust, gases, water.
- xiii. Branding of the project: In addition to the above, any other directions from ASTC or an agency designated by ASTC for the exterior and interior appearance towards branding and identity of the project will be in the scope of the bidder for the initial commissioning of the electric buses. The existing electric buses of ASTC plying in Guwahati City may be taken as a reference with an addition of Guwahati Smart City Limited logo on both side panels. Bidder may survey the electric buses running in the Guwahati City for clarity.
- xiv. Windows:
Windows shall have appropriate beading to minimize vibration. Window frame should be of aluminum with powder coating and sealing with EPDM. Visual light transmittance should be 50% Minimum (CMVR 11(2)). The size and shape of the glasses shall enable even the standees to have maximum outside view without kneeling. For AC buses, single fixed and pasted side glass must be provided.
- xv. First aid kit:
First aid kit complete with items, medicines, bandages etc. shall be provided as per the provisions of CMVR fitted near driver seat at appropriate position and level on side with proper reinforcement.
- xvi. Tool kit:
The manufacturer shall provide a suitable tool kit and other mandatory items as per CMVR (4)/other applicable rules, comprising common tools and other essential items required. The complete list of tools in the tool kit to be supplied with every bus shall be supplied by the manufacturer. One Hydraulic Jack per bus of capacity of 6 Ton or higher as per design of the bus shall also be supplied.
- xvii. Warranty:
The fully built bus shall be covered under OEM standard Warranty for all assemblies and sub-assemblies, aggregates, body, chassis, accessories etc and min 5 years warranty for the high voltage battery pack from the date of starting the bus operation after registration. All the assemblies, sub-assemblies, fitments, components, would be covered under warranty period to be borne by the OEM. Apart from this the warranty for the high voltage battery pack should be provided for minimum 5 years. Any premature failure of aggregates and accessories of these buses within the warranty period shall be replaced free of cost as per OEM Standard Warranty terms. **Only the wear and tear items such as rubber material components, brake lining, clutch disc, wiper blade, window glass rubber channel, electrical bulbs, tyres and body (accidental damage) will be excluded from the warranty.** The successful bidder's technical team shall visit each operating depots for conducting preventive maintenance and repair / overhauling during the warranty period. The successful bidder shall attend all of break down/repair calls as and when informed by the Tender Inviting Authority. The successful bidder shall be required to station required number of Engineers/ Supervisors along with necessary spare parts during commissioning of Buses at his cost. Necessary technical personnel shall also be deputed by the successful bidder at his cost for investigating defects and failures and carrying out modifications as and when required during the warranty period. On site free services to be provided by bidder during warranty period for breakdowns due to failure of any aggregates covered under warranty. Immediately upon information about breakdown from concerned ASTC official via email/phone, the vehicle should be attended and rectified immediately or

within 4 hours from the time of intimation depending on the location and nature of the breakdown..

Operation data: Avg. Kms covered per day: 110 kms per bus. 25 days operation per month. During Warranty period for breakdowns due to failure of any items covered under warranty, if the successful bidder is unable to ensure minimum 25 days operation per month, LD will be charged at Rs. 5000.00 per day.

- xviii. Intelligent Transport System (ITS):
Alphanumeric Single or Dual Display Technology colored LED based electronic route display system of high intensity illumination with automatic brightness control along with audio- visual display system in English; Hindi & Assamese shall be installed at the front and side of bus.
- xix. 2 (two) hi-resolution CCTV cameras to be installed in the buses. One integrated OBU as per the applicable AIS norms should be installed. The system should be capable of sending video files either via wifi system or at least must be capable of transmitting data as per applicable AIS norms. These hi-resolution CCTV cameras will be installed in the front of the passenger compartment & other in the rear of the passenger compartment.
- xx. The buses must come with mandated accessories and fittings as specified as per CMVR.
- xxi. The bidder or its OEM should confirm adequate availability of spare parts through their dealers and after sales services for buses offered in the bid with a self-declaration. In case of authorized dealer participation, the declaration of the OEM for the availability of spares and after sale services to ensure operation as per RFB conditions shall have to be submitted.
- xxii. The bidder, if required by the authority, shall promptly furnish further information regarding his capacity / capability, and he would extend all cooperation to the representatives of the authority for assessing his capacity/ capability by actual visit to his works/ office.
- xxiii. The bidders who fulfill the technical specifications as delineated under clause 14b are required to conduct trial run as per the terms and conditions as ascertained by the bid evaluation committee which will be notified to the bidders in writing after the scrutiny of the technical bid documents. **For the bidders who have already given trial run for electric bus with same specification as per RFB in Guwahati City and have requested exemption from trial run; are exempted subject to the condition that they were declared technically qualified earlier. Bidder/OEM is allowed to give the trial run of the EV in urban areas where the bidder/OEM already has buses in service in case the bidder/OEM is unable to bring the buses for trial to Guwahati City.** The trial run must be conducted for any one model of base/offered variant of 9 m electric buses for a period of minimum 4-5 days within the routes as may be finalized by bid evaluation committee for the trials. **Successful trial run of the EV is mandatory to be declared as technically qualified and the financial bids of only the technically qualified bidders shall be evaluated.**
- xxiv. The bidder should have at least 3 operational local dealership having service support or independent OEM's service support set up at Guwahati, Assam capable of after sale service support, inspection (PDI), delivery etc. of the fleet of ordered quantity of vehicles.
Bidder who does have any established local dealership having service support or independent OEM's service support setup in Guwahati, Assam, can also participate in the RFB. However, the bidder must provide an undertaking (on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution) that necessary action shall be taken to establish at least one (01) dealer and service support center capable of supporting the fleet of ordered quantity of vehicles to be established at Guwahati within 2 months after the issue of LOA, if selected.
Bidders must note that the "presence of either local dealership having service support or independent OEM's service support setup in Assam" / "Undertaking for establishment of either local dealer having service support or independent OEM's service support setup in Guwahati, Assam" (either of the two) is a must and it would form an integral part of technical evaluation so as to be determined as technically qualified. It is to be noted that no time extension will be given beyond 2 months' time in

case undertaking is submitted by the selected bidder for set up of local dealership support in Guwahati, Assam. Bidder is also required to submit a detailed plan showing timeline for setting up of either local dealer having service support or independent service support setup in Guwahati, Assam along with the Undertaking.

In case bidder fails to establish either local dealer having service support or independent OEM's service support setup in Guwahati, Assam within 2 months, the LOA/ shall be cancelled and the PBG shall be forfeited.

The final bid price (including all) of the bidder shall be adjusted by loading with 5% price for evaluation purpose only, in case bidder has less than 3 local dealership having service support or independent service support set up at Guwahati, Assam capable of after sale service support, inspection (PDI), delivery etc. of the fleet of ordered quantity of vehicles..

- xxv. The AC Electric buses offered by the bidders must be compatible with GB/T, CCS2 connector type DC chargers.

c. Criteria for Selection of Bidder:-

1. Technical Bid of the bidders that satisfy the pre-qualification criteria shall be evaluated by the Bid Evaluation Committee.
2. Commercial bids of only the technically qualified bidders, i.e. bidders who qualify the technical criteria and have successfully completed trials of the offered Electric bus or its base model variant shall be evaluated for lowest commercial bid (L1) for AC electric bus.
3. The commercial bids shall comprise of :-

A. FOR AC ELECTRIC BUS

- i. The quoted price of the AC electric bus with standard warranty for all aggregates and 5-year warranty for the high voltage battery pack. (For two variants i.e. AC Electric bus without wheelchair accessibility and AC Electric bus with wheelchair accessibility.)

To encourage the bidder to offer longer “standard warranty for all aggregates” and “warranty for the high voltage battery pack”, the final bid price (including all) of the bidder of all the other bidders except the bidder providing longest warranty shall be adjusted by loading following percentage for evaluation purpose only:

- a) Standard warranty for all aggregates : 2%
- b) Warranty for the high voltage battery pack : 3%

Note : The longest warranty period in both the category mention above must be more than 11 months longer than the next ranked bidder (in terms of warranty period) so as to qualify for the price benefit.

In any case, bidder must provide the standard warranty for all aggregates and 5-year warranty for the high voltage battery pack. (For two variants i.e. AC Electric bus without wheelchair accessibility and AC Electric bus with wheelchair accessibility.)

4. L1 bidder for AC electric bus may be awarded the work of supply under this tender.

15. Performance Security/ Performance Bank Guarantee (PBG)

- a. On receipt of Letter of Award (“LoA”) from ASTC, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to **5% of the total project cost** defined in this RFB on or before the signing of the subsequent Contract, within 15 days from notification of the LoA, unless specified to the contrary. In case the successful Bidder fails to submit Performance Guarantee within the stipulated time, ASTC may at its sole discretion cancel the LoA without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFB.
- b. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - a bank guarantee from any of the scheduled nationalized banks in the format prescribed at Annexure II.
 - be confirmed for payment by the branch of the bank giving the bank guarantee at Guwahati.
- c. The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to ASTC:
 - If the Successful Bidder is not able to submit the requisite documents stated in the RFB to the satisfaction of ASTC.
 - If the Successful Bidder is not able to commission the projects to the satisfaction of ASTC, for which allocation letter/sanction letter has been issued.
- d. The Performance Security shall be valid for 5 (Five) years and 60 (Sixty) days from the date of commissioning of the Project.

16. Eligibility Criteria

Bidders shall comply with the below mentioned eligibility criteria.

Sl No.	Eligibility Condition	Proof Document Required
1.	a) Bidder should be a single entity (No consortium bids are permitted). b) Bidder or its OEM should be incorporated/registered in India under the Companies Act 1956 or Companies Act 2013 or LLP Act 2008 or the Partnership Act 1932. c) Bidder should be compulsorily registered with the Service Tax Authorities in India.	Bidder shall provide copies of the following: a. Certificate of Incorporation b. CGST/ SGST Registration Details c. GST certificate
2.	OEM/ local authorized dealer of an OEM having set up in Assam may bid against the tender and all warranties/CMC are to be extended by the OEM. In case of dealer participation, dealer shall have to submit the authorization letter issued by the OEM in their favor for participating in the tender along with their bid. Bidder must submit their (OEM's in case of dealer participation) experience details related to supply of EV vehicles in India. Past Performance: The bidder or its OEM {themselves or	a. Authorization letter in case of dealer from the OEM. b. Copy of Work Order/ PO/ LOA. c. Delivery Challan of the Work Order/ PO/ LOA

	through reseller (s)} should have supplied minimum 150 electric buses to one or more PSUs/Corporations/ STUs in India under GCC or CAPEX model as on bid due date. Copies of relevant contracts (proving supply of cumulative order quantity) to be submitted along with bid in support of quantity supplied. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company in India for last 3(three) Financial years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year.	
3.	Average annual turnover of the OEM during any three financial years i.e. 2018-19,2019-2020, 2020-21 & 2021-22 shall not be less than Rs 5000.00 lakhs. 3 financial years of FY 2018-19, 2019-2020, 2020-21 & 2021-22.	Audited financial statements for each of the last three years/CA certificate on its Letter Head (CA membership number should be clearly mentioned and visible in the certificate).
4	OEM should have a positive net worth in each of the 3 financial years. 3 financial years of FY 2018-19, 2019-2020, 2020-21 & 2021-22.	Audited financial statements for each of the last three years/CA certificate on its Letter Head (CA membership number should be clearly mentioned and visible in the certificate). Certificate from the Statutory Auditor/ CA certificate.
5	Bidder/OEM or its Parent/ Associate Company should not be currently blacklisted or banned by any Govt./Govt. Department/ Govt. Agency/PSU in India for corrupt or fraudulent practices or non- delivery or non-performance in last 5 years. An undertaking is to be furnished by the bidder and its OEM certifying that they have not defaulted in any of the past orders received by them from any Govt./Govt. Department/ Govt. Agency/PSU in India and that they have supplied the orders received in the past as per the respective tenders' terms and conditions without any instances of defaults and to the satisfaction of the tender inviting authority. In case a bidder/OEM is found to have defaulted in any of the past orders received by them from any Govt./Govt. Department/ Govt. Agency/PSU, their bids will be summarily rejected.	An undertaking duly attested by the notary should be provided.

17.Successful Bidder Selection

i. Award of Contract

a. **Based on the Commercial bid as delineated in Clause 14 c point no. (3)**

1. Price of the AC Electric bus

quoted by the technically qualified bidders, ASTC shall arrange the bids in the ascending order i.e. L1, L2, L3, ___ and so on (L1 being the lowest quote) for the **AC Electric bus**.

b. The Bidder who has submitted the lowest Price bid (Price of bus including standard warranty for all aggregates and 5 year warranty for the high voltage battery pack inclusive of all taxes and duties) shall be selected as the L1 and shall be called for further process leading to the award of the assignment.

c. In case L1 Bidder refuses, then the next lowest Bidder, L2 will be called and so forth.

ii. Notification of Award

a. Prior to the expiration of the validity period, ASTC will notify the successful bidder in writing (LoA) thereby indicating that its bid has been accepted. In case the tendering process has not been completed within the stipulated period, ASTC may like to request the bidders to extend the validity period of the bid. In the event of ASTC not notifying the bidders and no intimation has been sent by the bidders indicating their desire not to extend the bid validity period, bid validity shall be deemed to have been extended by additional 180 days after expiration of previous validity period.

b. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee in the prescribed format, ASTC will notify each unsuccessful bidder and return their EMD.

c. The issuance of LoA should be considered as a legally binding document until the Contract is executed by both the parties.

18. General Conditions of Contract (GCC)

The scope of work as intended in the RFB includes:

- a. **Supply of 100 (One hundred) numbers of fully built 9-meter AC Electric buses meeting norms & requirements Of CMVR 1989 and ARAI with standard warranty for all aggregates and 5 year warranty for the high voltage battery pack.**

19. Documents establishing bidder's Technical eligibility

The bidders shall along with the bid, provide satisfactory evidence acceptable to the authority as given below:

The bidder or its OEM should be a registered Bus Manufacturer based in India and must be a company under Indian Companies Act.

In addition, the OEM should have minimum 50 % localization. The declaration or certification for localization from registered CA must be submitted. Also the warranty certification/declaration for standard period for the complete bus shall need to be submitted separately along with warranty certification/declaration for the battery pack which should be provided for minimum 5 year. The OEM will be responsible for the disposal of the high voltage battery packs after the end of the usable life of the battery packs of the buses. The OEM shall submit the disposal norms for the used battery packs along with the bids. The disposal of the used battery packs will be in the scope of the OEM and the authority shall not be liable in any way for the same. Undertaking regarding the same to be submitted by bidder with bid documents.

Bidder having less than 50% localization but minimum 35% localization may also participate in the bid. However, the final bid price (including all) of such bidder shall be adjusted by loading with 5% price for evaluation purpose only. A declaration or certification for localization issued by a registered CA must be submitted along with the technical bid.

20. Financial Qualification

- In case of single bidder manufacturer/authorized dealer:
- i. Average annual turnover of the manufacturer during any three financial years i.e. 2018-19, 2019-2020, 2020-21 & 2021-22 shall not be less than Rs 5000.00 lakhs.
 - ii. Bidder should have a positive net worth in any of the 3 financial years i.e. F.Y. 2018-19, 2019-20, 2020-21 and 2021-22.
 - iii. A bidder should submit any three financial year balance sheet and IT return shall be reckoned as F.Y. 2018-19, 2019-20, 2020-21 and 2021-22.
- The CA-certified provisional balance sheet for the FY 2021-22 will be accepted in case the audit is not completed.
- All the required / mandatory documents to be submitted along with the bid.

21. Delivery Period

Bidder shall adhere with the delivery schedule as given below:

- i. The 100 (One hundred) numbers fully built 9 Meter AC Electric buses shall have to delivered by the selected bidder within 270 days after the issue of "Letter of Award".

Delivery Schedule:

- **M - Issue of LOA/PO**
- **M + 3 Month -For Supply of Prototype**
- **M + 6 Months -For Supply of 50% of Order volume**
- **M + 9 Months -For Supply of 100% of Order volume..**

Payment Terms: Payment for the 100 (One hundred) numbers fully built 9 Meter AC Electric buses to the selected bidder will be made as follows:

-10% payment as advance against bank guarantee of 110% of value and remaining net payable amount payment as per value of lots of 20 Nos vehicles on delivery, inspection and certification of receiving authority as per the above timeline.

-Selected Bidder may raise separate invoices for the vehicle and other services however the total amount shall not exceed the amount quoted by them in their financial bid.

The buses shall have to be delivered at Central Workshop, ASTC, Rupnagar, Guwahati.

22. Insurance

The authority shall not arrange for any transit insurance etc. separately and the bidder will be responsible till the ordered quantity of all the buses arrives in safe and sound condition at destination complying with all statutory requirements. The insurance documents in original/certified copy be submitted along-with the other bus delivery documents.

The authority will advise the bidder within 15 days of the arrival of buses at the destination, any loss/ damage etc. of the buses and it shall be the responsibility of the bidder to lodge the necessary claim on the carrier and/ or insurer and pursue the same. The bidder shall, however, at his own cost replace/ rectify the buses lost/ damaged to the entire satisfaction of the authority, within 20 days from the date of despatch of intimation from the authority, without waiting for the settlement of the claim.

The successful bidder shall be entirely responsible for suitable packing wherever required keeping in view the arduous conditions during transportation, handling and storage in tropical conditions (including monsoon) so as to eliminate damage/ deterioration of buses during transit/ trans-shipment/ handling or storage.

INSURANCE AFTER DELIVERY. On acceptance of buses by the authority, third party or comprehensive insurance will be arranged by the authority at its own cost. However, the bidder will be required to arrange insurance of buses till the same are delivered to and accepted by the authority.

23. Bid validity

The bid shall remain valid and open for acceptance for a period of 180 days from the specified date of bid opening.

In exceptional circumstances prior to expiry of the original bid validity period, the authority may

request the bidder for extension in the period of validity. The request and response thereto shall be made in writing by fax followed by confirmation copy by post. A bidder may refuse the request without becoming liable for forfeiture of Earnest Money. However, a bidder agreeing to the request of extension in the bid validity period will be required to extend the validity of his bid guarantee suitably. Moreover, the bidder agreeing to the request will not be permitted to modify his bid.

24. Deadline for submission of bids

Hard copies of documents sought complete in all respects must be received by the authority at the address given in the Notice Inviting Tender, not later than the time & date indicated therein. The authority may, at his discretion, extend this deadline for the submission of bids by amending the Bid Documents and in that case all rights and obligations of the authority and the bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

Hard copies of documents sought may be submitted in person to the authority or sent through post or courier service. Authority shall not be responsible for and shall not take any cognizance of delay/loss in transit. The bids should reach the authority before the deadline time and date stipulated in the NIT.

Bids sent through other means of transmission which are not delivered in a sealed envelope may be rejected.

25. Late / delayed bids

Any bid received by the authority after the prescribed deadline will not be opened and shall be deemed disqualified and thus rejected. The scanned copy of receipt for submission of hard copies (if submitted through postal/courier service) must be uploaded along with the soft copy of the Bid in www.assamtenders.gov.in.

26. Modification and withdrawal of bids

The bidder may modify or withdraw his bid after submission but before the date and time fixed for submission of the bids, provided that the modification or withdrawal, in writing, is RECEIVED by the authority prior to the deadline prescribed for submission of bids so as to open along with the original bids.

The bidder's written modification or withdrawal duly sealed & marked should be delivered in accordance with the provisions of the bid document. The envelope should be super scribed "Amendment/ Withdrawal of Bid", giving the Bid No., Name of work, deadline time & date of opening.

27. Bid opening and evaluation

Bid opening: The Pre-Qualification information, Technical and Commercial bids of all the bidders will be opened by the authority at time, date and place indicated in the bid documents, in the presence of bidders or their representatives who wish to attend the bid opening. The bidders' representatives, who are present, shall sign a register in evidence of their attendance. In the event of the specified date of bid opening being declared holiday for the authority, the bids shall be opened at the appointed time and location on the next working day.

The bidder's name, bid amendment/ withdrawals, if any, the presence or absence of the requisite Earnest Money and such other details as the authority or his authorized representative, at his discretion, may consider appropriate will be announced at the time of bid opening.

Bids without adequate / appropriate / proper EMD shall be summarily rejected. No further action on such bids shall be taken.

28. Process to be confidential

After the public opening of bids, information relating to the examination, clarifications, evaluation and comparison of bids and recommendations concerning the award of contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process. Disclosure to any such

persons shall be made in confidence and shall extend only so far as it may be deemed necessary for the purposes of such performance.

29. Evaluation and comparison of bids

The authority will evaluate and compare only those bids determined to be responsive to the requirements of the Bid Documents.

The bidders are required to provide all technical details, as these are required for evaluation purpose & also for quality assurance during fabrication. Bids received without full & complete specifications and drawings are liable to be rejected. The authority will examine the bid to determine whether they are complete, whether the requisite Bid guarantee has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

The authority shall go through and evaluate the bids and advise accordingly only those bidders whose bids shall be found responsive to the requirements of the bid documents.

The authority shall evaluate and compare the price bids of only those bidders who have offered the prices complete in all respect as per the bid documents. The authority will arrive at the all-inclusive total price of a bid, after adding following factors:

- Total all inclusive price of all the buses till delivery at Guwahati.
- Bid deviations and other factors, which are in excess of the requirements of the Bid Documents or otherwise result in the accrual of unsolicited benefits to the authority, shall not be taken into account in bid evaluation.

30. Award of contract

Subject to above, the authority will consider the bidder whose bid has been determined to be responsive, complete and in accordance with the Bid Documents and whose offer on evaluation has been determined to be the acceptable offer for award of contract.

31. Authority right to accept any bid and to reject any or all bids

The authority reserves the right to accept or reject any bid, and to annul the bid process and reject all bids without assigning any reason.

32. Notification of award

Prior to the expiry of the period of bid validity, the authority will notify the successful bidder that his bid has been accepted. This letter (hereinafter and in the General Conditions of Contract called 'Letter of Award') shall name the sum which the authority will pay to the supplier in consideration of execution, completion, testing, commissioning, of the buses by the Supplier. The Letter of Award (LOA) shall constitute the formation of the Contract.

33. Signing and acceptance of letter of award

Upon receipt of the 'Letter of Award', the successful bidder shall return two copies of the Letter of Award duly signed and stamped by his authorized signatory immediately after the date of despatch of letter of Award.

Upon return of 'Letter of Award' from the successful bidder, contract in accordance with the form of agreement prescribed with the bid documents, would be signed by both the parties. The successful bidder shall get the correct amount of stamp duty adjudicated, at Guwahati in accordance with the applicable law, and submit the same in two copies duly stamped and executed within thirty days from the despatch of 'Letter of Award'. The authority will return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp duty will be paid by the successful bidder.

At the time of signing the contract, the successful bidder shall be required to give an undertaking.

34. Corrupt practices

Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, following definitions are relevant:-

- i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Authority of the benefits of free and open competition;

If it is found that bidder (s) had engaged in corrupt/fraudulent practice in securing and executing the contract, the authority reserves the right:

- (a) not to award contract to such bidder,
- (b) to cancel the contract, if already awarded. In case of cancellation, the authority shall be entitled to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provisions of the bidding documents. The authority shall also have the right to forfeit the performance bank guarantee of such bidder, and
- (c) to ban the business dealing with the bidder who engaged in such practices either indefinitely or for a specified period of time.

35. Inspection

The bidders whose buses comply as per the technical specification articulated under clause 14b are required to conduct trial run of **any one model of base/offered variant of 9 m electric buses** for a period of minimum 2-3 days within the routes as may be finalized by bid evaluation committee during the trials. **For the bidders who have already given trial run for electric bus with same specification as per RFB in Guwahati City and have requested exemption from trial run; are exempted subject to the condition that they were declared technically qualified earlier. Bidder/OEM is allowed to give the trial run of the EV in urban areas where the bidder/OEM already has buses in service in case the bidder/OEM is unable to bring the buses for trial to Guwahati City.** Based on the successful trial run and technical compliance, a bidder shall be declared as technically qualified.

Prototype inspection: - Prototype inspection of the EV's will be carried at the selected bidder's or its OEM's facility **within 3 months** after issue of LOA by a special technical team as designated by ASTC.

"Final Inspection" of buses means inspection of the buses to be carried out at OEM's manufacturing facility as desired by a special technical team/third party as designated by ASTC.

On receipt of the buses at the place of delivery, these shall be jointly inspected by the Bidder and the authority or any third party for completeness and satisfactory condition of all equipment's/components. Damages, defects and deficiencies, if any, shall be noted and the Bidder shall initiate immediate action for making good the same under advice to the Authority. Any delay in testing and commissioning of these buses due to this will be to the Bidder's account and will be dealt with by the Authority.

36. Liquidated Damages (LD) for Delay in Project Implementation

a. ASTC will issue the Letter of Award (LoA) for the Project indicating the Scheduled Commercial Operation Date (SCOD). The Bidder shall complete the delivery of the buses as stated in clause 21, from the date of issue of LoA.

If the bidder fails to commission the sanctioned project within specified time, Liquidated Damages (LD) on per day basis calculated for the Performance Security on a 9 months period would be levied. After 9 months, the project will get cancelled and the total **performance security amount shall be forfeited**

without any capping and the bidder/OEM shall be blacklisted by authority.

Ex: If project is delayed by 30 days then the Liquidated Damages (LD) will be levied as given below.

Liquidated Damages (LD) = [(Performance Security/270 days) x delayed days]

b. ASTC will consider complete and full delivery of the number of buses as sought in the RFB. Any part delivery of buses shall not be considered and no part payment will be made.

c. In case of natural calamity or any reason beyond the control of the successful bidder, the work is not completed within the given timeframe; Nodal Agency may consider grant of extension after the reason/s submitted by the successful bidder is/are found to be satisfactory.

37. Limitation of Liability

Except in cases of criminal negligence, or willful misconduct or consequential damages, the aggregate liability of the Supplier to the Purchaser, whether under the contract in to or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of replacing the substandard Goods supplied, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

38. Termination for default

The Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or in part:

- a) if the bidder fails to deliver any or all of the buses or fails to commission the same within the delivery schedule (s) specified in the contract
- b) if the bidder fails to perform any other obligation(s) under the contract and terms and conditions as per RFB.
- c) any other reason at the discretion of Authority.

In the event the Authority terminates the contract in part, the bidder (whose Contract is terminated) shall be liable to the Authority for their commissioning and maintenance for Warranty. The bidder shall continue performance of the contract to the extent not terminated.

Thereafter, the Authority shall approach L2 bidder to fulfill the remaining contract or full contract (in case whole contract is terminated) at L1 price only with the same terms and conditions as per this RFB.

39. Delays in the bidder's performance

Delivery to be effected without time overrun. The time allowed for and the date specified in the contract or as extended, for the delivery & commissioning of the buses shall be the essence of the contract and delivery must be completed not later than the date (s) so specified or extended.

Progress of deliveries: The bidder shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, or such other Officer as may be nominated by the Authority for the purpose of ascertaining the progress of the deliveries under the contract.

In case of any delay by the bidder in the performance of his obligations for delivery and commissioning of buses, the authority at his discretion may take the following actions:

- (a) Terminate the contract for unsupplied quantity; and/or
- (b) Forfeit the Performance Guarantee; and/or
- (c) Effect purchases at the bidder's risk and cost for the unsupplied quantity; and/or
- (d) Extend the delivery period for the unsupplied/ non-commissioned quantity with imposition of pre estimated liquidated damages and duties and taxes as applicable.

If at any time during performance of the Contract, the bidder should encounter conditions beyond his control impeding timely delivery of the buses, the bidder shall promptly notify the Authority in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, the Authority may evaluate the situation and may, at his discretion, extend the bidder's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

The bidder shall notify the Authority, in writing, of all sub-contracts, awarded under the contract,

if not already mentioned in the bid. Such notification in the original bid or later shall not release the bidder from any liabilities or obligations under the contract.

In case of any Force Majeure event, Authority will not impose any penalty. More details on this point is provided on Clause 40. If any delay is attributable to Authority due to any delay for issuance of clearance/approvals by Authority, the successful bidder shall maintained evidence of communication via emails/letters(including official receiving evidence) and its follow up letter(including official receiving evidence) thereof. Based on this evidences, Authority shall decide whether to impose any penalty or not.

40. Force majeure

For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.

If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, fires, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative.

The party which is unable to perform its obligations under the present contract shall, within seven (7) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. There shall be no change in bus price if any change in the tax or any duties.

Any waiver/extension of time in respect of the delivery of any installment or commissioning of buses shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries or commissioning of buses or completing balance portion of work for setting indigenous production facilities for the buses.

If such 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 contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.

Notwithstanding the provision of clauses **38, 39 and 40** the Bidder shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

41. Indemnity

The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Bidder shall at all times indemnify the Authority against all claims which may be made in respect of the buses for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered design or trade mark being made against the Authority, the Authority shall notify the Bidder of the same and the Bidder, shall at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

42. Safety measures

The Bidder should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the premises/depots of the authority.

The Bidder should abide by and conform to all the rules and regulations of Authority in force from time to time and ensure that the same are followed by his representatives, agents, sub-Contractor or workmen working in the premises/depots of Authority.

The Bidder should ensure that while working in the premises/depots of Authority, unauthorized, careless or inadvertent operation of installed equipment which may result in accident to staff and/or damage

to equipment, does not occur.

The Bidder should indemnify and keep the Authority indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the premises/depots of Authority and any loss or damage to property of Authority sustained due to the acts or omissions of the Bidder irrespective of whether such liability arises under the Workman's Compensation Act or the Fatal Accidents Act or any other statute in force from time to time

43. Insolvency/Bankruptcy and breach of contract

The Authority may at any time, by notice in writing summarily determine the contract without compensation to the Bidder in any of the following events, that is to say :-

- a) if the Bidder being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent & bankrupt under the Insolvency Act/Bankruptcy Act by the present laws in force or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b) if the Bidder being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- c) if the Bidder commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and provided also the Bidder shall be liable to pay to the Authority any extra expenditure he is thereby put to and the Bidder shall, under no circumstances, be entitled to any gain on repurchase.

44. Dispute Resolution & Laws governing the contract

In case any difference/dispute arises between the parties during the period of the agreement, the same may be settled amicably by all the parties and in case of failure such difference/dispute may be referred to Courts of Guwahati, Assam and its decision shall be final and binding on all the parties.

- **Governing Law**

This Contract shall be governed by and construed in accordance with Indian Laws.

- **Jurisdiction**

The parties irrevocably submit to exclusive jurisdiction of the Courts of Assam in all matters arising under this Agreement.

45. Confidential

Any information obtained in the course of the execution of the contract by the Bidder, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated confidential and shall not at any time be communicated to any person.

Any breach of the aforesaid conditions shall entitle the Authority to cancel the contract and to purchase or authorize the purchase of the buses at the risk and cost of the Bidder as applicable.

46. Bidder's responsibility

The Bidder shall be entirely responsible for the execution of the contract strictly in accordance with the terms of the Technical Specification and the General Conditions of Contract, Instruction to the bidders and other conditions of contract.

Any approval that may be given by the Authority shall only be deemed to be the approval in principle. Notwithstanding such approval the Bidder shall be fully and totally responsible for the satisfactory performance and compliance with the contract specifications and conditions.

The Bidder shall be responsible for taking all the necessary approvals and permissions from the Government of India and from the Government of Assam as the case may be and shall be responsible and liable for payment of all statutory and non-statutory dues during the performance of its obligations under the contract.

47. Approval of design

The design shall be developed based on the requirements given in the Technical Specification & sound engineering practices. The entire design shall be submitted by the successful Bidder with supporting technical data to the Authority for approval, before commencing manufacture. However, the Bidder shall be required to obtain Type Approval, Conformity of Production (COP) for the buses from the authorized agencies as per latest CMVR. In addition, Finite Element Analysis (FEA) approval shall be required to be taken from ARAI, Pune or any other agency authorized as per CMVR.

The design shall be developed in S.I. Units (System International)

Approval of the design means the approval of the general design features. Notwithstanding the approval, the Bidder will be wholly and completely responsible for the satisfactory manufacture/supply & performance of these buses offered. The Bidder when submitting design bids for approval to the Authority shall draw specific attention to the deviation or departure from the specification/drawing included in the Contract.

48. Inspection of buses at destination station

On receipt of the buses at the place of delivery, these shall be jointly inspected by the Bidder and the authority or any third party as designated by ASTC/purchaser for completeness and satisfactory condition of all equipment's/components. Damages, defects and deficiencies, if any, shall be noted and the Bidder shall initiate immediate action for making good the same under advice to the Authority. Any delay in testing and commissioning of these buses due to this will be to the Bidder's account and will be dealt with by the Authority as per Conditions of the Contract.

49. Removal of rejected buses

On rejection of any bus, subjected to inspection or assessment of performance during testing and commissioning at a place other than the premises of the Bidder, such buses shall be removed by the Bidder at his own cost subject as hereinafter stipulated, within 10 days of the date of intimation of such rejection by the purchaser/Authority. If the concerned communication is addressed and posted to the Bidder at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the Bidder, provided that where the price or part thereof has been paid, the authority is entitled without prejudice to his other rights to retain the rejected buses till the price paid for such buses is refunded by the Bidder save that such retention shall not in any circumstances be deemed to be acceptance of the buses or waiver of rejection thereof.

All rejected buses shall in any event and circumstances remain and always be at the risk of the Bidder immediately on such rejection. If such buses are not removed by the Bidder within the period aforementioned, the Inspecting Officer/ Authority may remove the rejected buses and either return the same to the Bidder at the risk and cost of the Bidder by such mode of transport as the Authority or Inspecting Officer may decide, or dispose off such buses at the Bidder's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals and any price refundable by the Bidder as a consequence of such rejection.

50.Payment terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages/limitation of liabilities or any other charges and subject to Clause 21 of this RFB as per terms & conditions of contract after the delivery of all the buses.

Payment for the 100 (One hundred) numbers fully built 9 Meter AC Electric buses to the selected bidder will be made as follows:

-10% payment as advance against bank guarantee of 110% of value and the balance payment within 15 working days against invoice on supply of lots of 20 Nos buses on delivery, inspection and certification of receiving authority as per the above timeline after recovery of proportionate advance.

- Selected Bidder may raise separate invoices for the vehicle and other services however the total amount shall not exceed the amount quoted by them in their financial bid.

51.Modifications of drawings

The Bidder, after inspection, testing and commissioning of the buses shall correct, where necessary, his drawings and schedule of materials to conform in every respect with the final approved design and shall submit to the Authority three copies of the corrected drawings and schedule of materials showing against each item the material and quantity used per bus and the revised weight.

52.Service manuals and spare parts catalogues

Detailed Maintenance & Service Manuals, Spare Parts Catalogues, Price List etc. shall be specially prepared for Buses and at least one set plus a soft copy of each for every 5 buses or part thereof of the same shall be supplied without any extra charge, along with the first supply. The draft contents of the manuals shall be submitted for approval of the Authority. Detailed spare parts catalogue listing all components manufactured or purchased (one copy for every 5 buses or part thereof) shall be supplied without any extra charge. All manuals shall be sent to the Authority in advance of dispatch of the buses from the manufacturer's works.

53.Duties and taxes

The bidder shall pay all the Govt. Levies, taxation, duties, license fee etc and shall upon ASTC's request produce all proof of such payment. The bidder is required to indicate the break-up of duties and taxes to be paid by them in their price schedule. For the supplies made as per the original delivery schedule, the statutory levies as applicable on the date of supply shall be reimbursed to the bidder at actual.

54.Provisional receipt certificate

The authority shall issue provisional receipt certificate within seven working days (excluding the holidays) of receipt of bus (es) in good conditions at place mentioned by authority in Guwahati.

55.Final acceptance certificate

The final Acceptance Certificate shall be issued by the Authority within 15 days inspection and satisfactory commissioning of the buses at place mentioned by authority in Guwahati.

56.Amendments

The ASTC authority, without prejudice, can make amendments, and/or modifications in the Contract in writing upto date of issue of letter of award of the offer.

57.Technical Bid Details

a) Bidders shall mandatorily fill all the details below and upload the necessary documents as part of the online and offline bid submission of their Bid at www.assamtenders.gov.in based on which the technical bids shall be evaluated by the Bid Evaluation Committee.

b) Bidders should submit their Technical Bids with RFB Title, NIT No. and Date along with all the related documents stated below:

Sl. No.	Category	Description	Document furnished(Yes/No)
1	Full Name & Address of the Bidder		
2	Full Name & Local Address in Assam (if any) or Undertaking from the bidder that local dealership and support center will be established in Assam within 2 months after the issue of LOA, if selected (To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)		
3	Technical Proforma to be filled by the bidder as given in Clause 14 (b).		
4	Percentage of Localization of the EV (Refer clause no 19)		
5	Warranty of the EV provided by the OEM		
6	Warranty of the Battery provided by OEM		
7	Warranty of the Motor provided by OEM		
8	Mobile/ Telephone No.		
9	FAX No.		
10	Email ID		
11	Documents in support of address Proof		
12	Tender processing fee submission proof		
13	Bank Guarantee for Earnest Money Deposit		
14	GST No. with GST registration certificate		
15	PAN No.		
16	Latest GST return filed		
17	Manufacturer (OEM) certificate		
18	Authorization Letter from OEM in case of participation of authorized dealer of the OEM		
19	Income tax return certificate for financial year 2018-19, 2019-20, 2020-21 and 2021-22		
20	Audited financial statements or CA certificate on the CA firm's letter head signed by the CA along with his/her registration number. The CA certificate should also be countersigned by the authorized applicant.		
21	After sales service provided (Yes/No)		

22	Type approval(ARAI / ICAT / CIRT certificate) certificate from ARAI / ICAT / CIRT with necessary drawings		
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58.Price Bid (Financial Bid) (To be submitted online only)

Bidders are required to submit the Price Bid (Financial bid) online only at Assam tenders portal <https://assamtenders.gov.in/nicgep/app> as per the BOQ template provided in the E-Procurement Portal. **The price bids must be quoted for AC Electric bus as given below:**

A. FOR AC ELECTRIC BUS

- ii. **The quoted price of the AC electric bus inclusive of taxes as applicable. (For two variants i.e. AC Electric bus without wheelchair accessibility and AC Electric bus with wheelchair accessibility.)**

Bidders must not in any case send the hard copy of the Financial Bid along with their Bid documents and if done so, their bids will be summarily rejected.

The total project cost should be inclusive of all duties, taxes as well as shipping and freight charges (F.O.R.). The rate should be quoted as Freight on Road (F.O.R) Destination as specified in the RFB. It will be the responsibility of selected bidder to deliver the vehicles at the site as per ASTC requirement at no extra cost beyond the financial quote enclosed in the commercial bid. Payment shall be released only after successful delivery of the buses.

The buses shall have to be delivered at Central Workshop, ASTC, Rupnagar, Guwahati

S/d
Managing Director
Assam State Transport Corp.

59.Enclosures to the RFB

#	Enclosures to the RFB
1.	Tender processing fee (Payment proof)
2.	Bank Guarantee for Earnest Money Deposit (EMD) (Annexure-I)
3.	Power of Attorney on requisite value of stamp paper (Annexure-III)
4.	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)
5.	RFB Document sealed and signed along with the corrigenda and addenda (If any)
6.	Undertaking for Corrupt & Fraudulent Practice (Annexure-IV)
7.	Declaration(Blacklisting or Debarring) (Annexure- V)
8.	Declaration(Defaulters) (Refer Clause-16.5)
9.	Experience Certificates
10.	General Information of the bidder
11.	Address proof document
12.	GST certificate along with latest GST return filed
13.	PAN card
14.	Income tax return certificate for financial year FY 2018-19, 2019-20, 2020-21 and 2021-22
15.	Original Equipment Manufacturer (OEM) certificate
16.	In case the bidder is an authorized dealer of the OEM, an authorization letter issued by the OEM in their favor for participating in the tender.
17.	Documentary evidence of Constitution of the Company/Firm. All documents proving eligibility.

18.	CA certificate
19.	The declaration or certification for localization from registered CA
20.	Name and Address of local dealership and support center in Assam/Undertaking from the bidder that local dealership and support center will be established in Assam within 2 months after the issue of LOA, if selected (To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)
21.	Test certificates from competent authority
22.	Technical data sheet of 9 Meter AC buses
23.	Undertaking for Disposal of the used high voltage battery packs of the electric buses as per applicable norms(Scope of bidder)
24.	Copy of Manufacturing /Trade License issued by the competent Licensing Authority for the quoted products (if applicable)
25.	Type approval certificate from ARAI with necessary drawings
26.	Scanned copy of receipt for submission of hard copy of Technical Bid (if submitted through postal/courier service)

Note: a) The Bidder should upload the scanned copies of all the above mentioned original documents at www.assamtenders.gov.in as part of the online bid submission in addition to the Price Bid submission.

60. General Information of the Bidder

- a. Name of the Company:
 - i. Country of Incorporation:
 - ii. Address of the corporate headquarters and its branch office (s), if any:
 - iii. Phone:
 - iv. E-mail:
 - v. Website:
- b. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder.
 - i. Name:
 - ii. Designation:
 - iii. Name of the firm:
 - iv. Address:
 - v. Telephone No:
 - vi. E-mail Address:
 - vii. Fax No:
- c. Details of individual (s) who will serve as the point of contact / communication for ASTC within the Company
 - i. Name:
 - ii. Designation:
 - iii. Address:
 - iv. Telephone No.:
 - v. E-mail address:

vi. Fax No.:

(Signature of Authorized Signatory)

Yours faithfully,

Name,

Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution is issued.

61. Annexure I:- Format for Bank Guarantee (BG) for EMD submission

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

Ref.: Bank Guarantee No.:

Date:

In consideration of the [Insert name of the Bidder] (Hereinafter referred to as 'Bidder') submitting the response to RFB inter alia for selection of the Project of ASTC in response to the Contract for **“Purchase of 100 Nos 9 meter AC Electric bus (Low Range) from Original Equipment Manufacturer/ Authorized Dealer by Assam State Transport Corporation”**, dated[insert date] issued by Assam State Transport Corporation (hereinafter referred to as ASTC) and ASTC considering such response to the RFB of.....[insert the name of the Bidder] as per the terms of the RFB, the [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to ASTC at [Insert Name of the Place from the address of ASTC] forthwith on demand in writing from ASTC or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Insert amount not less than that mentioned in section 5 (ii) of RFB of cumulative capacity only, on behalf of M/s (Insert name of the Bidder)].

This guarantee shall be valid and binding on this Bank up to and including[insert date of validity in accordance with this RFB] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. (Rs only). Our Guarantee shall remain in force until [Insert date of validity in accordance with this RFB]. ASTC shall be entitled to invoke this Guarantee till [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that ASTC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ASTC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to ASTC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require ASTC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ASTC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Guwahati shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ASTC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by ASTC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until [Date to be inserted on the basis of this RFB] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ASTC serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.....

For

..... (Insert name of bank)

Banker's Stamp and full address

Dated this day of, 20.....

62. Annexure II:- Format for Performance Bank Guarantee (PBG)

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as selected Bidder) submitting the response to RFB inter alia for **"Purchase of 100 Nos 9 meter AC Electric bus (Low Range) from Original Equipment Manufacturer/ Authorized Dealer by Assam State Transport Corporation"**, at.....[Insert name of the place] in response to the RFB dated issued by Assam State Transport Corporation (hereinafter referred to as ASTC) and ASTC considering such response to the RFB of.....[insert the name of the selected Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and **Purchase of 100 Nos 9 meter AC Electric bus (Low Range) from Original Equipment Manufacturer / Authorized Dealer by Assam State Transport Corporation** and issuing Letter of allocation No to (Insert Name of selected Bidder) as per terms of RFB and the same having been accepted by the selected bidder, M/s -----
----- As per the terms of the RFB, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally pay to ASTC without demur at Guwahati forthwith on demand in writing from ASTC or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Total Value] only, on behalf of M/s [Insert name of the selected bidder].

This guarantee shall be valid and binding on this Bank up to and including[insert date of validity in accordance with this RFB] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. (Rs only). Our Guarantee shall remain in force until [Insert date of validity in accordance with this RFB]. ASTC shall be entitled to invoke this Guarantee till..... [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the ASTC shall have a right to invoke this

BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ASTC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to ASTC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require ASTC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ASTC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Guwahati shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ASTC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by ASTC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until [Date to be inserted on the basis of this RFB] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ASTC serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.....

For

..... (Insert name of bank) Banker's Stamp and full address Dated this day of, 20....

63. Annexure III:- Power Of Attorney

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We

(Name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms.

(name & residential address) who is presently employed with us and holding the position ofas our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for "**Purchase of 100 Nos 9 meter AC Electric bus (Low Range) from Original Equipment Manufacturer / Authorized Dealer by Assam State Transport Corporation**" in response to the NIT Nodated issued by Assam State Transport Corporation (ASTC), Guwahati including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which ASTC may require us to submit. The aforesaid Attorney is further authorized for making

representations to Assam State Transport Corporation, Guwahati and providing information / responses to ASTC, Guwahati representing us in all matters before ASTC, Guwahati and generally dealing with ASTC, Guwahati in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned NIT.

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

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

Signed by the within named

..... (Insert the name of the executant company)

through the hand of Mr.

duly authorized by the Board to issue such Power of Attorney Dated this
day of Accepted.....

Signature of Attorney

(Name, designation and address of the Attorney) Attested.....
(Signature of the executant)
(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence
pursuant to Board of Director's Resolution dated.....

WITNESS

1. (Signature)

Name..... Designation

1. (Signature)

Name..... Designation

68. Annexure IV: - Undertaking for Corrupt & Fraudulent Practice

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been, or will be,

paid and that the tender price will not any such amount.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

69. Annexure V: - Declaration

(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)

We have carefully read and understood the enclosed Terms and Conditions of the RFB and agree to abide by them.

We declare that:

- a. We declare that we have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country/ Debarred or have failed to execute any previous work of ASTC.
- b. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFB/ Contract Agreement shall be entirely ours.

If this Declaration is found to be incorrect or if any RFB Condition is found violated by us, then without prejudice to any other action our Bid Security / Security Deposit may be forfeited in full and the Bid to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)

Name.....

Designation.....

70. Annexure VI: - Financial Turnover & Net Worth

Annual Turnover & Net worth of the Bidder

Year	2018-19	2019 – 2020	2020 – 2021	2021 – 2022
Turnover (INR)				
Net worth (INR)				

Note:

1. Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years shall be submitted as supporting evidence.
2. Applicants shall also enclose certificate from its Statutory Auditors stating its total revenue during each of the past 3 years. In case the applicant does not have a Statutory Auditor, it shall provide the requisite certificate from Chartered Accountant Firm/Chartered Accountant that ordinarily audits the annual account of the party

71. Annexure VII:- Past Experience Details

i) Details to be given for all types of bus chassis / complete bus supplied by the BUS MANUFACTURER in last 3 years.

ii) Details to be furnished for the supplies made by the bus manufacturer or his principal in three preceding years ending 31st March 2022.

Sl. No.	Contract placed by (Full address of Purchaser)	Contract No. & Date	Description and Qty. of buses ordered	Value of Contract	Date of completion of delivery (As per contract)

We hereby declare that above information are true and providing such information details are not in violation of any of the Agreements to the best of my knowledge.

(Signature of Authorized Signatory)

Name.....

Designation.....

72. Annexure VIII: - Declaration of Guaranteed Life of a few bus aggregates

Sr. No	Item	Aggregate life in km before reconditioning	Life in km for each reconditioning
1	Motor		
2	Battery		
3	ITS equipment's		
4	Tyre		
5	Any other (Please specify)		