

**ATAL INDORE CITY TRANSPORT SERVICES LIMITED,  
INDORE (AICTSL)**



**REQUEST FOR PROPOSAL FOR SUPPLY,  
MAINTENANCE & OPERATION OF 50 FULLY  
ELECTRIC CARS IN INDORE ON LEASE MODEL  
FOR TENURE OF 5 YEARS.**

**June , 2018**

To be submitted to:

**MANAGING DIRECTOR  
ATAL INDORE CITY TRANSPORT SERVICES LIMITED**  
Plot No. 30, Residency Area, A.B. Road,  
Opp. M.G.M. College, INDORE - 452001  
Ph.: +91-731-2499888, 2904488

THIS TENDER DOCUMENT REQUEST FOR PROPOSAL FOR MAINTENANCE & OPERATION OF 50 FULLY ELECTRIC CARS IN INDORE ON LEASE MODEL FOR TENURE OF 5 YEARS. HAS BEEN ISSUED BY THE MANAGING DIRECTOR, ATAL INDORE CITY TRANSPORT SERVICES LTD, INDORE TO \_\_\_\_\_

\_\_\_ ON DATE \_\_\_\_\_, ON RECEIPT OF RS. 10,000/- (RS. FIVE THOUSAND ONLY) BY DEMAND DRAFT NO.....DATED.....

(RECEIPT

NO.

\_\_\_\_\_)

**CHIEF EXECUTIVE OFFICER,  
ATAL INDORE CITY TRANSPORT SERVICES LTD, INDORE**

**DISCLAIMER**

Atal Indore City Transport Services Limited, Indore has prepared this Request For Proposal for operation & maintenance of **Electric cars** for the city of Indore. The RFP has been prepared with an intention to invite prospective bidders and to assist them in making their decision of whether or not to submit a proposal. The RFP is a detailed document with specifies terms and conditions on which the bidder is expected to work. These terms and conditions are designed keeping in view the overall aim and objectives of ELECTRIC CAR, Indore. Atal Indore City Transport Services Limited, Indore has taken due care in preparation of information contained herein and believes it to be accurate. However, neither Atal Indore City Transport Services Limited, Indore or any of its authorities or agencies nor any of their respective officers employees, agents, or advisors gives any warranty or make any representations, express, or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information provided in this document is to assist the bidder(s) for preparing their proposals. However this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information in submitting a Proposal. The information is provided on the basis that it is non-binding on Atal Indore City Transport Services Limited, Indore, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each bidder is advised to consider the RFP as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. We would also request the bidders to go through the RFP in detail and bring to notice (of AICTSL) any kind of error, misprint, inaccuracies, or omission in the document.

The Atal Indore City Transport Services Limited, Indore reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal.

Interested parties, after careful review of all the clauses of this 'Request For Proposals', are encouraged to send their suggestions in writing to Atal Indore City Transport Services Limited, Indore. Such suggestions, after review by Atal Indore City Transport Services Limited, Indore, may be incorporated into this 'Request For Proposals' as an addendum which shall be uploaded onto the Atal Indore City Transport Services Limited, 30, Residency Area, A.B. Road, Opp. M.G.M. College, Indore. Website - [www.citybusindore.com](http://www.citybusindore.com). Interested parties should check the website to

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

- i) For participation in e-tendering module for any department, it is mandatory for prospective bidders to get registration on website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) . Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- ii) Tender documents can be purchased only online and downloaded from website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) by making online payment for the tender documents fee.
- iii) Service and gateway charges shall be borne by the bidders.
- iv) Since the bidders are required to sign their bids online using class – III Digital Signature Certificate, they are advised to obtain the same at the earliest.
- v) For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) . Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
- vi) If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- vii) Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- viii) Bidder must positively complete online e-tendering procedure at [www.mpeproc.gov.in](http://www.mpeproc.gov.in)
- ix) Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- x) For any type of clarification bidders can / visit [www.mpeproc.gov.in](http://www.mpeproc.gov.in) and held desk contract no. 18002588684 Mail id : eproc\_helpdesk@mpsdc.gov.in Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.
- xi) Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
- xii) The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.

## 3. NOTICE INVITING TENDERS

# **AICTSL» ATAL INDORE CITY TRANSPORT SERVICES LIMITED, INDORE**

Plot No. : 30, Residency Area, A.B. Road, Opposite M.G.M. College, Indore, M.P.  
Telephone No. 0731-2499888, 2904488

## **NOTICE INVITING E-TENDERS**

**AICTSL/2018/NIT/EPROC/No. 305**

**Indore, Date: 26/06/2018**

Atal Indore City Transport Services Ltd. (AICTSL) is a special purpose vehicle in the form of a Public Limited Company set up to operate and manage Public Transport in the city of Indore. AICTSL invites online tenders from reputed & authorised dealers / transit operating agencies with relevant experience on below scope. Important dates for tender processing are as under:-

<b>Name of Work</b>	<b>Request For Proposal For Supply, Maintenance &amp; Operation Of 50 Fully Electric Cars In Indore On Lease Model For Tenure of 5 Years.</b>
<b>Pre-bid Meeting Date at AICTSL Office</b>	05/07/2018 at 1600 hrs.
<b>Last date for online purchase of E-tender document</b>	16/07/2018 till 1730 hrs.
<b>Last date for online submission of E-tender technical and financial document</b>	17/07/2018 till 1730 hrs.
<b>Last date for submission of hard copy tender with technical bid submission</b>	18/07/2018 till 1530 hrs.
<b>Earnest money and technical bid will be opened online</b>	18/07/2018 at 1600 hrs.

1. Tender document purchase, submission, detailed terms and conditions, specification and other eligibility criteria details shall be available on Website :- [www.mpeproc.gov.in](http://www.mpeproc.gov.in) and NIT can be seen only on AICTSL official Website :- [www.citybusindore.com](http://www.citybusindore.com).
2. Cost of tender form ₹ 10,000/- (non-refundable).
3. Earnest money deposit ₹ 1,00,000/- (One Lac only) in the form of DD/FDR in favour of Atal Indore City Transport Services Limited, Indore.
4. The bidders fulfilling the criteria as per NIT are eligible to participate in the tendering.

AICTSL reserves to itself the right to reject any or all the tenders or extend the date and time of its sale, submission or opening under its sole discretion without assigning any reason whatsoever.

**Chief Executive Officer**  
**Atal Indore City Transport Services Ltd.**

## 5. INSTRUCTIONS TO BIDDERS

### 5.1 Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid.

### 5.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and Atal Indore City Transport Services Limited, Indore, will in no case be held responsible or be liable for these costs, regardless of the conduct or outcome of the Bidding Process. The cost of RFP is refundable.

### 5.3 Cost of RFP Document

The RFP Document would cost Rs. 10,000/- (Rupees Ten Thousand only) payable in the form of a Demand Draft drawn in favour of Managing Director, Atal Indore City Transport Services Limited, Indore and payable at Indore.

### 5.4 Clarification to RFP Documents

In the event that any Bidder requires any clarification on the RFP, such Bidder are expected to send their queries to Atal Indore City Transport Services Limited, Indore in writing by post, courier or by facsimile at least 24 (twenty four) hours prior to the time of the Pre Bid Meeting at the following addresses / fax number in order to enable Atal Indore City Transport Services Limited, Indore to have adequate notice of the said queries so that the same may be addressed at the Pre Bid Meeting:

Managing Director  
Atal Indore City Transport Services Limited,  
30, Residency Area, A.B. Road, Opp. M.G.M. College  
Indore 452001  
Tel: (0731) 2499888, 2904488  
Fax: (0731) 2499888

Nothing in this section shall be taken to mean or read as compelling or requiring Atal Indore City Transport Services Limited, Indore to respond to any questions or to provide any clarification to a query. Atal Indore City Transport Services Limited, Indore reserves the right to not respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if Atal Indore City Transport Services Limited, Indore in its sole discretion considers that no reply is necessary.

No extension of Deadline for Submission of Bids will be granted on the basis or grounds that Atal Indore City Transport Services Limited, Indore has not responded to any question or provided any clarification to a query.

### 5.5 Amendment of Bidding Documents

At any time before the Deadline for Submission of Bids, Atal Indore City Transport Services Limited, Indore may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by amendment. Any amendments / modifications to the RFP Document, which may become necessary for any reason, shall be through the issue of addendum(s) to the RFP which shall set forth the said amendments / modifications thereto (hereinafter referred to as the "Addendum(s). If required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, Atal Indore City Transport Services Limited, Indore, reserves the right to extend the Deadline for the Submission of Bids. However no request from the prospective Bidder(s), shall be binding on Atal Indore City Transport Services Limited, Indore for the same.

### 5.6 Pre-Bid Meeting

A pre-bid meeting shall be held for any clarifications and replies to the queries raised by prospective Bidders at 04.00 PM on 05.07.2018 at the office of the Atal Indore City Transport Services Limited, 30, Residency Area, A.B. Road, Opp. M.G.M College Indore.

Pursuant to the Pre Bid Meeting, the terms and conditions of the RFP Document will be frozen with or without amendments thereto as applicable.

Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting

Atal Indore City Transport Services Limited, Indore may, at its sole discretion, extend the Deadline for Submission of Bids.

### 5.7 Documents Constituting Bid

The documents constituting the Bid shall be as follows:

#### Technical Bid with Bid Security

In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid in the form and manner set forth in Annexure 2, 3 & 4 of the RFP Document along with all documents required to be submitted as per the said Annexure including without limitation any Memorandum of Understanding and the Bid Security. The said Technical Bids shall be evaluated by Atal Indore City Transport Services Limited, Indore in its sole discretion.

#### 5.7.1 Financial Bid

The Financial Bids should be in the form and manner set forth in Annexure 5 to this RFP and should comprise of all such documents and details mentioned therein. Being an online tendering financial bid to be submitted online only. No hardcopy of financial bids to be submitted to AICTSL.

## 5.8 Preparation of Bids

### 5.8.1 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Atal Indore City Transport Services Limited, Indore shall be written in English language only. However, in case Bidder chooses to enclose certain supporting document(s) in any language other than English or Hindi, then the Bidder shall also enclose certified / authentic translated copies of the same in English language. Any such document which is not translated into English will not be considered. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

### 5.8.2 Bid Currency

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

### 5.8.3 Format of Earnest Money Deposit (“EMD”) or Bid Security

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of Rs. 1,00,000/- (Rupees One Lakh Only) (hereinafter referred to as “Bid Security” or “EMD”) in the form of a demand draft drawn in favour of “Managing Director, Indore”, and payable at Indore.

### 5.8.4 Currency of Bid Security

The Bid Security should be furnished in Indian National Rupees (INR).

### 5.8.5 Authentication of Bid

The original and the copy of the Bid shall preferably be type written and shall be signed by a person or persons duly authorized by the Bidder. The person or persons signing the Bid shall initial all pages of the Bid.

### 5.8.6 Validation of interlineations in Bid

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting.

### 5.8.7 Number of Copies of Bid

The Bidder shall submit one original and one copy of the Technical Bid separately, clearly marking each "Technical Bid– Original" as appropriate. In the event of any discrepancy between the original and the copy, the original shall govern.



### 5.8.8 Sealing and Marking of Bids

#### 1. “Envelope A: Technical Bid

Should contain:

- (a) The original of the Bid Security of the required value and in approved format in a separate envelop duly marked as EMD
- (b) The original of the Technical Bid
- (c) Original RFP document/MoM/any other correspondence duly signed by authorized signatory

#### 2. Financial bid to be submitted online only.

### 5.9 Period of Validity of Bids

#### 5.9.1 Validity Period

Bids shall remain valid for a period of 180 days (one hundred and eighty) after the date of Financial bid opening prescribed by AICTSL. AICTSL reserves the right to reject a Bid as non-responsive if such Bid is valid for a period of less than 180 (one hundred and eighty) days and AICTSL shall not be liable to send an intimation of any such rejection to such Bidder.

#### 5.9.2 Extension of Period of Validity

In exceptional circumstances, Atal Indore City Transport Services Limited, Indore may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the Atal Indore City Transport Services Limited, Indore and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse Atal Indore City Transport Services Limited, Indore's request for such extension without forfeiting the Bid Security. A Bidder accepting the request of Atal Indore City Transport Services Limited, Indore shall not be permitted to modify its Bid.

### 5.10 Mailing Address for Bids

Bids shall be addressed to Atal Indore City Transport Services Limited, Indore and sent at the following address:

**Managing Director  
Atal Indore City Transport Services Limited,  
30, Residency Area, A.B. Road, Opp. M.G.M. College,  
Indore 452001**

### 5.11.2 Late Bids

Any Bid received by Atal Indore City Transport Services Limited, Indore after the Deadline for Submission of Bids prescribed by Atal Indore City Transport Services Limited, Indore will be summarily rejected and returned unopened to the Bidder. Atal Indore City Transport Services Limited, Indore shall not be responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence on this subject shall be entertained by Atal Indore City Transport Services Limited, Indore.

## 5.12 Modification and Withdrawal of Bids

### 5.12.1 Modification of Bid

Bidder shall not be allowed to modify any part of its Bid after the Bid submission.

### 5.12.2 Withdrawal of Bid

In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that Atal Indore City Transport Services Limited, Indore receives written notice of such withdrawal before the expiration of Deadline for Submission of Bids.

## 5.13 Bid Process – Steps & Evaluation

### 5.13.1 Opening of Technical Bid - The Qualification Bids

Technical Bid received by Atal Indore City Transport Services Limited, Indore in response to this RFP shall be opened by Atal Indore City Transport Services Limited, Indore in the presence of Bidders' representatives who choose to attend the opening of Technical Bid at 16:00hrs on 18.07.2018 in the office of Atal Indore City Transport Services Limited, 30, Residency Area, A.B. Road, Opp. M.G.M College, Indore 452001.

The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday for Atal Indore City Transport Services Limited, Indore, the Bids shall be opened at the appointed time and location on the next working day.

### 5.13.2 Announcement of Bids

The Bidder's names, the presence or absence of requisite Bid Security and such other details as Atal Indore City Transport Services Limited, Indore in its sole discretion may consider appropriate, will be announced at the opening of Technical Bid the Qualification Bids. Bids, in the absence of EMD will be considered as non-responsive and solely rejected.

### 5.13.3 Opening of Financial Bids – Via online

- (a) After the evaluation of Technical Bid has been completed, Atal Indore City Transport Services Limited, Indore shall open the Financial Bids of only those Bidders who qualify the prescribed criteria for the Technical Bid. Decision of Atal Indore City Transport Services Limited, Indore in this regard will be final. Financial Bids of those Bidders whose Technical Bid are rejected shall not be opened and shall be returned to such Bidders as per the procedure set forth in this RFP.

### 5.13.4 Completeness of Bids & Rectification of Errors

Atal Indore City Transport Services Limited, Indore will examine the Bids to determine whether these are complete, whether these meet all the conditions of the RFP Document and whether the documents have been properly signed and the Bids are generally in order. If there is a discrepancy between words and figures, the amount in words shall prevail.

#### 5.13.5 Clarification of Bids

During evaluation of Bids, Atal Indore City Transport Services Limited, Indore may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received by Atal Indore City Transport Services Limited, Indore before the expiration of the deadline prescribed in the written request for clarification, Atal Indore City Transport Services Limited, Indore reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

#### 5.13.6 Rejection of Bid

- (a) A Bid is likely to be rejected by Atal Indore City Transport Services Limited, Indore without any further correspondence, as non-responsive, if:-
  - (i) Bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document; or
  - (ii) Bid is not submitted in the bid-forms annexed in the RFP Document; or
  - (iii) Bid is submitted by telex, fax or email; or
  - (iv) Bid Security does not conform to the provisions set forth in this RFP; or
- (b) Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.
- (c) In addition to the foregoing, in the event a Bidder makes an effort to influence Atal Indore City Transport Services Limited, Indore in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.

#### 5.14 Bidding and Bid Evaluation

##### 5.14.1 Evaluation of Technical Bids - Qualification Bids

In order to be qualified, the Bidder must meet both the Technical Eligibility Criteria and the Financial Eligibility Criteria as detailed below:

#### **Technical Eligibility Criteria:**

The Bidder and/or the members of the Consortium collectively, should by itself (in the case of a single bidder) or collectively (in the case of a Consortium) possess prior experience in either ownership and/or operation of a fleet of electric Car and/or cars as detailed below, in order to be considered technically qualified.

## **Technical Eligibility Criteria**

- a. The bidder should be preferred lease partner of manufacturer of the cars offered with formal MOU/agreement and have been serving at least one customer (preferably Govt. PSUs) jointly and having minimum 5 years of car lease experience.
- b. Shall provide the undertaking of manufacturer for the capacity of spares parts & service facility in Indore.

## **Financial Eligibility Criteria**

- a) The bidder ( JV/Consortium) should have minimum of Rs. 200 Cr. Turnover (Average of last three financial years) & minimum of Rs. 50 Cr. Of Net worth.

### 5.14.2 Evaluation of Financial Bids

Only qualified bids in the assessment at the end of the Technical Bid evaluation process (as detailed above) will be considered for the Financial Bid evaluation. The Financial Bids of Technically qualified Bidders shall then be evaluated as follows:

**The bidder is required to quote for provision of lease amount for 50 Fully Electric Cars in terms of Rs per Month Per car as specified in the financial bid format.**

### 5.15 Discharge of Bid Security of unsuccessful Bidder(s)

The Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after the expiry of Bid validity and latest by the **30th (thirtieth) day of the signing of the Electric Car Operator Agreement with the Successful Bidder.**

### 5.16 Discharge of Bid Security of successful Bidder

The Successful Bidder shall be required to furnish a performance guarantee on or before the date of signing the Electric Car Operator Agreement. The Bid Security of a Successful Bidder shall be charged only after the Successful Bidder furnishes the performance guarantee as required. The Successful Bidder's Bid Security shall not be adjusted against the Performance Guarantee.

### 5.17 Forfeiture of Bid Security

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

( i) If a Bidder withdraws the proposal during the period of Bid validity. Or

(ii) In the case of a Successful Bidder, if the Bidder fails to sign the Electric Car Operator Agreement or fails to furnish the required performance guarantee within stipulated time in accordance with General Conditions of Contract set forth herein.

#### 5.18 Performance Guarantee

The successful operator shall be required to provide an Interest free performance guarantee as per Clause 6.7 of the document against the obligations to AICTSL. The AICTSL may, but shall not be obliged, to adjust this deposit against any sum payable by the Operator hereunder, in which event the operator shall immediately restore the performance deposit to the full amount specified above. Upon successful completion of their agreement, the AICTSL shall return to the Operator the amount of above deposit, less the amount, if any, which has been adjusted against any due receivable by the Company from or on behalf of the Operator. The performance guarantee shall not bear any interest.

#### 5.19 Atal Indore City Transport Services Limited, Indore's right to accept or reject any and/or all Bids

Atal Indore City Transport Services Limited, Indore reserves the right to accept or reject any Bid in its sole discretion, and to annul the bidding process and reject all Bids without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Acceptance without incurring any liability.

#### 5.20 Signing of Supply & Operator Agreement.

Bidders should note that in the event of acceptance of its Bid, the Successful Bidder(s) would be required to execute the Electric Car Operator Agreement, with such terms and conditions as may be considered necessary by the Atal Indore City Transport Services Limited, Indore at the time of finalization of the Car Operator Agreement.

**There will a tripartite agreement with the Car Supplier/ manufacturer, Car Operator & AICTSL/IMC.**

#### 5.21 Expenses for the Electric Car Operator Agreement

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

#### 5.22 Annulment of Award

Failure of the Successful Bidder to comply with the requirements set forth in this RFP Document and /or the provisions of the Electric Car Operator Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

#### 5.23 Failure to abide by the Electric Car Operator Agreement. (As Car model & specifications mentioned in the RFP).

The conditions stipulated in the Electric Car Operator Agreement shall be strictly adhered to by the Electric Car Operator and any violation thereof by the Electric Car Operator may result in termination of the Electric Car Operator Agreement without prejudice to any rights available to Atal Indore City Transport Services Limited, Indore upon such termination as set forth in the Electric Car Operator Agreement.

## 6. GENERAL CONDITIONS OF CONTRACT

### 6.1 Application

These general conditions shall apply to Operator to the extent that provisions in the Operator Agreement do not supersede them.

### 6.2 Standard of Performance

The Operator shall perform the services and carry out its obligations under the Agreement with due diligence, efficiency and economy; in accordance with generally accepted practices followed in the industry and in a professional manner and shall observe sound management, technical and engineering practices. Operator shall deploy appropriate technology, safe and effective equipment, skilled, competent and professionally trained staff and use latest methods for the ELECTRIC CAR Project. In the event that Atal Indore City Transport Services Limited, Indore requires any interaction and /or arrangement with a third party in relation to the ELECTRIC CAR Project, Operator shall act as a faithful advisors to Atal Indore City Transport Services Limited, Indore in such process and shall, at all times, support and safeguard Atal Indore City Transport Services Limited, Indore's legitimate interests in this context.

### 6.5 Use of Electric Car Operator Agreement & Information

- a. Operator shall not, without Atal Indore City Transport Services Limited, Indore's prior written consent, disclose the contents of this Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of Atal Indore City Transport Services Limited, Indore in connection therewith, to any person outside the scope of the ELECTRIC CAR Project.
- b. Operator shall not, without Atal Indore City Transport Services Limited, Indore's prior written consent, make use of any document or information, which becomes available to the Operator during the performance of the Electric Car Operator Agreement, except such use of information for the purpose of performing the Operator Agreement.
- c. All documents other than the Operator Agreement itself, including without limitation any drawings, plans, specifications, charts, etc. shall remain the property of Atal Indore City Transport Services Limited, Indore and shall be retained (in all copies) by Atal Indore City Transport Services Limited, Indore.

### 6.6 Indemnity

The ownership of the Electric car is with the operator & AICTSL will only provide the drivers to operate those cars. All liabilities towards insurance etc shall be of the operating/ maintenance agency.

### 6.7 Performance Guarantee

- i. Within 30 (thirty) days of receipt of Letter of Acceptance by Operator, Service Provider shall furnish a performance guarantee to Atal Indore City Transport Services Limited, Indore, for an amount equal to Rs. 40,00,000/- form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft / Bankers' Cheque. The Bid Security submitted by the Successful Bidder shall not be adjusted against the Performance Guarantee. The Bid security shall be returned back to the Operator on the receipt of Performance Guarantee. 40, 00,000/- (Rupees Fourty Lakhs Only) for a lot of 50 Electric Cars. The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft /Bankers' Cheque. The Bid Security submitted by the Successful Bidder shall not be adjusted against the Performance Guarantee. The Bid security shall be returned back to the Operator on the receipt of Performance Guarantee.
- ii. Performance Guarantee in the form of a bank guarantee shall be irrevocable and valid for the entire Operator Period and an additional period of 90 (ninety) days thereafter.

## 6.8 Representations and Warranties

- A. Operator hereby represents and warrants that the electric Car and the services implemented under the AICTSL/ IMC project.
  - i. Shall be as per the specifications given in the RFP and meeting all mandatory, legal and other statutory requirements for operation as urban electric Car in Indore.
  - ii. Compliant with the System Requirements/Specifications set forth in this RFP;
  - iii. fit and sufficient for the purpose(s) for which they are designed and developed;
  - iv. fit and sufficient for the purpose(s) for which they are designed and developed;
  - v. Certified for quality; and registered with the concerned agency after completing all legal, statutory and other requirements for urban electric Car.
  
- B. Operator hereby represents and warrants that neither the electric Car nor any use thereof by Atal Indore City Transport Services Limited, Indore will infringe any patent, trademark, copyright, trade secret, or other proprietary right of a third party.
- C. Operator hereby further represents and warrants that any service that is provided by the Operator hereunder shall be performed in a competent manner and be for any purpose for which Operator knows or has reason to know Atal Indore City Transport Services Limited, Indore intends to use such service.
- D. Operator hereby agrees that the above stated Representations and Warranties (i) shall survive the inspection, acceptance and use of electric Car by Atal Indore City Transport Services Limited, Indore or any other authorized agency; (ii) are for the benefit of Atal Indore City Transport Services Limited, Indore; and (iii) are in addition to any warranties and remedies to which Atal Indore City Transport Services Limited, Indore may otherwise agree or which are provided by law.

## 6.9 Assignment

Operator shall not assign, in whole or in part, any right or delegate any duty under the Operator Agreement to any third party, except with Atal Indore City Transport Services Limited, Indore's prior written consent.

## 6.10 Delay in operating electric Car for Atal Indore City Transport Services Limited, Indore's, – the Operator's performance

- a. Operator shall ensure that the operations, are began at Indore's project as per the time schedule given in the Operator Agreement and / or any amendments thereto. A delay by Operator in the performance of its obligations under the Operator Agreement shall render Operator liable to any or all the following sanctions in the sole discretion of Atal Indore City Transport Services Limited, Indore:
  - i. Forfeiture of Operator's Performance Guarantee.
  - ii. Imposition of liquidated damages on Operator in terms of this RFP.
  - iii. Termination of the Operator Agreement.



- b. If at any time during performance of the Operator Agreement, Operator should encounter conditions impeding the timely completion and/or performance of the services as per the Agreement, Operator shall promptly notify Atal Indore City Transport Services Limited, Indore in writing of the fact and reasons for the delay and likely duration of such delay. As soon as practicable after receipt of Operator's notice in this behalf, Atal Indore City Transport Services Limited, Indore shall evaluate the situation and may at its discretion extend Operator's time for performance of Operator's obligations under the Agreement. Any such extension shall be valid only if ratified by the parties by way of making appropriate amendment(s) in writing to the Operator Agreement as may be mutually agreed to between the parties.

#### 6.11 Quality Check & Acceptance of electric Car.

Operator shall finalise 'Quality Checks and Acceptance Test Plan' of offered electric Car, in line with the one given in the Electric Car specifications, by Atal Indore City Transport Services Limited, Indore and after finalization, the same shall form the electric car fleet.

#### 6.13 Right to Inspect electric Car, Support Facilities and Documents / Records.

- a. Atal Indore City Transport Services Limited, Indore reserves the right to inspect/arrange inspection of any car and / or any support facility used by Operator in relation to the implementation of the Project, through an authorized agent / representatives. Atal Indore City Transport Services Limited, Indore shall do so after giving prior notice to Operator and make a visit during the office hours of Operator. Operator shall at all times assist Atal Indore City Transport Services Limited, Indore in such inspections notice to Operator and make a visit during the office hours of Operator. Operator shall at all times assist Atal Indore City Transport Services Limited, Indore in such inspections.
- b. Atal Indore City Transport Services Limited, Indore reserves the right to inspect/ arrange inspection of any all relevant documents/ records of operations / records including the books of accounts of statutory payments like PF, ESIC, Service Tax, etc. of Electric Car Operator at any time to monitor compliance with Operator's obligations in relation to implementation of the ELECTRIC CAR Project, through an authorized agent or representatives. Atal Indore City Transport Services Limited, Indore shall do so after giving prior notice to Operator and make a visit during the office hours of Electric Car Operator. Service Provider shall at all times assist Atal Indore City Transport Services Limited, Indore in such inspections.
- c. Also AICTSL/ IMC official may visit the existing project operated by the selected agency/ manufacturer.

#### 6.14 Ownership & Protection of Property/Data

- a. Atal Indore City Transport Services Limited, Indore, AICTSL shall retain the title and ownership of any site allotted by Atal Indore City Transport Services Limited, Indore to Operator for purposes of carrying out Operator's obligations in relation to the ELECTRIC CAR Project. Such title and ownership of Atal Indore City Transport Services Limited, Indore/ AICTSL in any such site shall not pass to Operator.
- b. Hardware, software, equipment's and any other infrastructure created by AICTSL for the purpose of Operations Control of the fleet of the Service Provider at the allotted Depot if any for the ELECTRIC CAR Project shall be operated and maintained by the Service

Provider with effect from COD as per terms and conditions detailed in the Service Provider Agreement. AICTSL or its authorised agents shall provide support in terms of training to the Service Provider's personnel for such operation and maintenance '

- c. Operator agreement. Atal Indore City Transport Services Limited, Indore shall own any and all data created out of the ELECTRIC CAR Project at all times, during and after the expiry / termination of the Operator Agreement. Operator shall not have any claim on and for such data and shall not for any reason withhold such data from Atal Indore City Transport Services Limited, Indore.
- d. Operator shall exercise all due caution to protect and maintain the data created out of this ELECTRIC CAR Project.
- e. Operator shall not share, sell or in any manner use the data created by Service Provider out of this ELECTRIC CAR Project otherwise than in accordance with the terms of the Operator Agreement.
- f. After the expiry or termination of the Operator Agreement, Operator shall have no right, title or interest in or to any work including without limitation the designs, software, modifications or facilities developed for Atal Indore City Transport Services Limited, Indore under the ELECTRIC CAR Project for any purpose whatsoever.

#### 6.15 Confidentiality Obligations of Operator

##### a. Confidential Information

- i) Operator shall treat as confidential any information which is clearly described as confidential otherwise clearly marked as confidential or proprietary to Atal Indore City Transport Services Limited, Indore ("Confidential Information"). Notwithstanding the generality of the foregoing, Confidential Information shall include any proprietary or confidential information of Atal Indore City Transport Services Limited, Indore relating to the ELECTRIC CAR Project or services provided under the Operator Agreement in relation thereto and information relating to Atal Indore City Transport Services Limited, Indore's business or operations.
- ii) Operator shall not without Atal Indore City Transport Services Limited, Indore's prior written consent use, copy or remove any Confidential Information from Atal Indore City Transport Services Limited, Indore's premises, except to the extent necessary to carry out Operator's obligations hereunder. Up on completion or termination of each assignment hereunder, Operator shall return to Atal Indore City Transport Services Limited, Indore all documents or other materials containing Atal Indore City Transport Services Limited, Indore's Confidential Information and shall destroy all copies thereof.

##### b. Confidential Exceptions

Confidential Information shall not include information which:

- i) Is or becomes generally available to the public without any act or omission of Operator.
- ii) was in Electric Car Operator's possession prior to the time it was received from Atal Indore City Transport Services Limited, Indore or came into Operator's possession thereafter, in each case lawfully obtained from a source other than Atal Indore City Transport Services Limited, Indore and not subject to any obligation of confidentiality or restriction on use;

- iii) is required to be disclosed by court order or operation of law; in such event, Operator shall so notify Atal Indore City Transport Services Limited, Indore before such disclosure; or
- iv) is independently developed by or for Operator by persons not having exposure to Atal Indore City Transport Services Limited, Indore's Confidential Information

c. Period of Confidentiality

Operator's obligations of confidentiality regarding Atal Indore City Transport Services Limited, Indore's Confidential Information shall terminate 3 (three) years after the expiry or earlier termination of the Electric Car Operator Agreement.

#### 6.16 Force Majeure

Atal Indore City Transport Services Limited, Indore shall not forfeit Electric Car Operator's Performance Guarantee or charge liquidated damages or terminate the Electric Car Operator Agreement for default, if and to the extent that delay in performance or failure to perform Electric Car Operator's obligations under the Electric Car Operator Agreement is the result of an event of Force Majeure, provided the Operator has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, cause or is likely to be caused to the project facilities as a result of the Force Majeure Event and to restore the project facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;

If a Force Majeure situation arises, Electric Car Operator shall promptly notify Atal Indore City Transport Services Limited, Indore in writing of such conditions and the cause thereof. Unless otherwise directed by Atal Indore City Transport Services Limited, Indore in writing, Electric Car Operator shall continue to perform its obligations under the Electric Car Operator Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event or in accordance with Good Industry Practice.

For this purpose, Force Majeure shall be defined as any event lying beyond the reasonable control of either the Operator or Atal Indore City Transport Services Limited, Indore. Such events, shall include, but not be limited to, the following:

- a. storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmosphere disturbances.
- b. fire caused by reasons not attributable to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party acts of terrorism;
- c. strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party
- d. break down of the Plant or any part thereof
- e. action of a Government Agency having Material Adverse Effect including by not limited to

- (i) acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Electric Car or any part thereof or of Operator's rights in relation to the Project.
- (ii) any judgment or order of a court of competent jurisdiction or statutory authority in India made against Operator or any contractor appointed by Service Provider for the purposes of the Project, in any proceedings which is non-collusive and duly prosecuted by Operator.
- (iii) any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Approvals, in each case, for reasons other than Operator's or any of its contractor's breach or failure in complying with the, Applicable Laws, Applicable Approvals, any judgment or order of a Governmental Agency or of any contract by which Operator or its contractor as the case may be is bound Early termination of this Agreement by Atal Indore City Transport Services Limited, Indore for reasons of national emergency or national security. War, hostilities (whether declared or not)invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

#### 6.17 Termination due to Force Majeure Event

If a Force Majeure Event as described in Clause 6.14 continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the parties are unable to reach an agreement in this regard, the affected party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement Upon Termination of this Agreement on account of a Force Majeure Event, the Service Provider shall be entitled to the following (a) receive any outstanding payments due to it for services rendered under the Service Provider Agreement up to the date of Termination and (b) discharge of the performance guarantee in full (c) transfer of the services of the Service Provider to an equivalent system of Service operating under Atal Indore City Transport Service Limited, on terms and conditions prevailing in such a Service at the time of such transfer. ”

#### 6.18 Events of Default and Termination

Events of Default shall mean either Operator Event of Default or Atal Indore City Transport Services Limited, Indore Event of Default or both as the context may admit or require.

##### 6.18.1 Operator Event of Default

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

- i) Operator is in breach of any of its obligations under this Agreement and the same has not been remedied for more than fifteen (15) days:
- ii) A resolution for voluntary winding up has been passed by the shareholders of Service Provider.
- iii) Electric Car Operator fails to adhere to the timelines set forth in the Electric Car Operator Agreement.

- iv) Electric Car Operator fails to comply with the applicable laws, rules and regulations.
- v) Any petition for winding up of Operator has been admitted and liquidator or provisional liquidator has been appointed or Operator has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Operator under this Agreement.

#### 6.18.2 Atal Indore City Transport Services Limited, Indore Event of Default

Any of the following events shall constitute an event of default by Atal Indore City Transport Services Limited, Indore("Atal Indore City Transport Services Limited, Indore Event of Default") when not caused by an Operator Event of Default or Force Majeure Event:

- i) Atal Indore City Transport Services Limited, Indore is in breach of any of its obligations under this Agreement and has failed to cure such breach within sixty (60) days of occurrence thereof
- ii) Atal Indore City Transport Services Limited, Indore has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.

#### 6.18.3 Termination due to Event of Default

##### a. Termination for Operator Event of Default

In the event of the Operator Event of Default, Atal Indore City Transport Services Limited, Indore shall have the right to

- invoke the Performance Guarantee and/or.
- take any other action including provisioning of electric Car to the Indore project through another with any replacement operator selected by Atal Indore City Transport Services Limited, Indore in its sole discretion at the risk and cost of the Electric Car Operator, and/or
- take over the entire infrastructure developed by Electric Car Operator for the ELECTRIC CAR Project or any part thereof and / or
- Upon termination of Electric Car Operator Agreement, Electric Car Operator shall transfer free of cost the possession of the car and any equipment installed by the Operator to AICTSL.
- Upon Termination of this Agreement on account of Electric Car Operator Event of Default, AICTSL shall not be liable to pay any termination payment to Concessionaire.

##### b. Termination for Atal Indore City Transport Services Limited, Indore Event of Default

Upon Termination of this Agreement on account of Atal Indore City Transport Services Limited, Indore Event of Default, the Service Provider shall be entitled to the following termination payments: (a) receive any outstanding payments due to it for services rendered under the Operator Agreement up to the date of Termination and (b) discharge of the performance guarantee in full.

##### c. Termination for Insolvency, Dissolution etc

Atal Indore City Transport Services Limited, Indore may at any time terminate the Agreement by giving written notice to Electric Car Operator without any compensation to

Electric Car Operator, if Electric Car Operator becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of Atal Indore City Transport Services Limited, Indore. Notwithstanding the generality of the foregoing, Atal Indore City Transport Services Limited, Indore reserves the right to invoke the Performance Guarantee and / or take any other action including provisioning of electric Car to the Indore project through another electric Car Operator agreement with any replacement Electric Car Operator selected by Atal Indore City Transport Services Limited, Indore in its sole discretion at the risk and cost of the car, take over the entire infrastructure developed by Electric Car Operator for the ELECTRIC CAR Project or any part thereof and / or negotiate with Electric Car Operator to transfer the said infrastructure or part thereof to a replacement Electric Car Operator selected by Atal Indore City Transport Services Limited, Indore, in Atal Indore City Transport Services Limited, Indore' sole discretion.

#### 6.19 Suspension

On the occurrence of any of the following events, Atal Indore City Transport Services Limited, Indore shall by a written notice of suspension, suspend any agreements as set forth in the Operator Agreement which may have been granted to the Operator there-under:

- i) In the event and to the extent Atal Indore City Transport Services Limited, Indore is required to do so by any applicable law(s), rule(s), guideline(s), or court order(s). Any such notice of suspension shall specify the applicable law(s), rule(s), guideline(s), or court order(s).
- ii) In the event Operator fails to perform any of its obligations under the Service Provider Agreement as required (including the carrying out of any services there-under). Any such notice of suspension issued by Atal Indore City Transport Services Limited, Indore to Operator shall specify the nature of the failure and may request the Operator to remedy such failure within a specified period, as decided by Atal Indore City Transport Services Limited, Indore in its sole discretion, from the date of issue of such notice of suspension.

#### 6.20 Arbitration.

In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be settled by arbitration conducted by an arbitral tribunal consisting of three arbitrators, one to be appointed by each party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding. The venue for the arbitration shall be Indore. The arbitration will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The costs of the arbitration tribunal shall be equally borne by both the parties. Each Party shall bear its own cost of the arbitration provided however, the parties can claim costs as part of the relief sought from the arbitration tribunal.

#### 6.21 Jurisdiction.

Subject to Clause 6.18, only the courts in Indore shall have jurisdiction to try all disputes and matters arising out of an under this Agreement, after reference to arbitration.

#### 6.22 No Waiver of Rights and Claims.

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

#### 6.23 Rejection of the RFP Document

The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid.

## 7. SCOPE OF SERVICES

7.1 Terms of Contract for Supply, Operate & maintain the 50 Electric cars.

7.1.1 Maintenance and Operation of Electric Car

**The electric car Supplier & The electric car operator shall:**

- a. Supply the Electric cars to the operator as per the specification mentioned in the RFP.
- b. Maintain the Electric cars as per the requirements.
- c. Put up the charging infrastructure as and where required.
- d. Keep the required spares for the Electric cars.
- e. Ensure due maintenance of the Electric Car and bear all expenses towards maintenance of the electric Car through the entire period and not claim any additional expenses.
- f. Provide that at any point of time after the Commencement of Operations, the Electric Car will be ready to operate with the staff and supporting staff. (“Assured Fleet Availability”).
- g. Training to the drivers to be provided.
- h. Regular fleet checkup camps to be organized by the operator/ supplier.
- i. Registration to be on Yellow plate Taxi quota.
- j. Insurance, Registration, PUC and other taxes to be borne by the operator.

Bear all applicable insurance, including vehicle insurance and passenger insurance as required under.

- k. Any Financing Agreements
- l. Laws of India
- m. Such Insurances as may be necessary in accordance with the Prudent Utility Practices.

Liability of passenger insurance shall be limited to the approved passenger capacity of the vehicle by RTA.

**AICTSL / IMC shall:**

- a. Provide sufficient number of drivers to ensure the continued and due operation of the Fleet and each of the Electric Car. The Contractor shall ensure that each driver is trained for the operations of Electric Car.

7.2 Contract Period

- i) This Contract is being granted for the maintenance and operation of the Electric Car for a period of five (5) years commencing from the execution of the electric Car Operator agreement between AICTSL and electric Car Operator.
- ii) However after the period of five (5) years, if the performance of the operator and condition of the electric Car is found satisfactory in the opinion of AICTSL, the operator agreement can be renewed for every year up to a maximum of 3 years.
- iii) Agency needs to replace the fleet/ Electric car in case of any major fault & non-performance. No additional cost shall be provided by AICTSL towards the same.



## Special terms & conditions under Lease tripartite agreement:

### 1. Delivery:

Successful Bidder shall ensure safe delivery of cars within three weeks from the date of issue of LOA at LESSEE. All the cars shall be registered in Indore. LESSEE use of the cars shall not be interfered with in any manner whatsoever by the Bidder / Lessor or any person claiming.

### 2. Insurance:

LESSEE will have no liability on insurance related claims on account of damage to the cars during use subject to insurance claim being admissible by the insurer as per IRDA norms. The Bidder / Lessor will take only Comprehensive Insurance Policy for the vehicles to be provided to the LESSEE.

Minimum additional coverage under 3rd Party: (i) Legal liability of driver (ii) Unlimited Personal accident coverage to Victim (iii) cover of Rs.2 Lac to the driver (iv) Cover of Rs.2 Lac to the extent of seating capacity inclusive of driver.

1. **Repair and Maintenance:** All running, major and minor repairs and maintenance including tyres & batteries (other than major accident) will be rectified immediately by the Bidder/ Lessor at the sole risk, responsibility and cost of the Bidder / Lessor. Regarding major accident it will be repaired by the Bidder / Lessor in car manufacturer's authorized workshop at the cost and risk of the Bidder / Lessor subject to insurance claim being admissible by the insurer as per IRDA norms. Settling claims with insurance company will be the sole responsibility of Bidder / Lessor and LESSEE will have no liability in this regard. LESSEE shall be immune from the difference between workshop invoice and approved claim received from insurance company in case of accident. A copy of the Maintenance Schedule will be furnished along with the Techno-Commercial Bid. Bidder shall also provide accident depreciation cover to LESSEE. All tyres shall be replaced as per schedule of manufacture.

2. LESSEE reserves the right to reject or cancel the offers without any prejudice and even any advance notice to the bidders.

3. Bidders should mentioned the rate of monthly lease rental charges (inclusive of registration, road tax, number plate charges and all applicable charges), Monthly Fleet Management Service Charge (FMS-inclusive of maintenance, insurance and tyre replacement minimum twice in the tenure) exclusive of taxes. Taxes should be mentioned separately. Lease rentals and FMS will remain fixed during the entire lease period for each vehicle. All applicable taxes will be payable at the time of billing.

4. Deviations: No deviations shall be accepted.

### 5. Evaluation criteria for determination of tender:

The evaluation of bids shall be done on basis of gross monthly lease rental of all the vehicles. In case the excess km charges beyond 100,000km / discount per km on account of usages of less km than the 100,000km during the lease period are not lower /higher of the lowest bidder then lowest bidder will have to match the rate of lowest excess km charges and highest discount quoted by other

bidder(s). The lowest bidder accepting the same will be considered for placement of order.

**6. Payment: (Per Electric Car per month)**

LESSEE shall pay succeeding monthly lease amount through RTGS including taxes as applicable in advance (within 7 working days of presentation of invoice during 1st week of the month).

Payment of Excess kilometer: In the event, in respect of any of the vehicles, the actual kilometers covered by the LESSEE exceeds the contracted kilometers at the end of the Lease Period, then LESSEE shall pay the excess kilometers charge at the rates which will be finalized in the tender.

Discount due to less usage of leased CAR during the contract period shall be refunded/ adjusted from the monthly bill of the lease rent/payment of excess kilometer of other CAR.

**7. Penalty:**

The lessor shall provide the replacement vehicle within 4 hours of intimation. However, In case of service, breakdown or repair of vehicle if alternative vehicle is not provided even within 24 hours from the time of intimation, a penalty of Rs 2000/- per day per vehicle will be imposed.

**8. Expiry / Termination / Cessation of lease period:**

Immediately after the expiry / termination / cessation of the lease period, LESSEE shall return to Bidder / Lessor the following:

- (i) Delivery: The vehicle at the place where it was originally delivered. It shall be the responsibility of the Bidder / Lessor to repossess physical delivery of that particular vehicle from the place where it was delivered.
- (ii) Documents: Relevant documents with respect to the vehicle, including registration certificate in original and the original insurance policy.
- (iii) Keys & Accessories: Keys (Original as well as duplicate) of the vehicle and accessories fitted as original equipment on the vehicle.

**9. Foreclosure / Termination:**

LESSEE reserves the right to terminate the Lease any time prior to the expiry of lease period at its sole discretion giving one month notice to the bidder. In the event the lease period is terminated by LESSEE prior to the completion of the 48 months tenure, LESSEE shall pay to Bidder / Lessor foreclosure value comprising of all sums which may become due to the Bidder / Lessor or be ascertained after the date of termination:

- (i) All arrears of lease rentals in respect of the Vehicle(s) due under Agreement prior to the date of termination.
- (ii) Excess kilometre/ Less Usage charge: Excess kilometre/Less usage charge, if any, shall be paid/adjusted for the extra/less kilometres driven over the prorated contracted kilometres at a rate finalized after tendering process.

LESSEE would intimate the intention to surrender the vehicle to the lessor in writing, who would sell the car in the market at the highest rate (after obtaining at least three quotations). The difference between the sale proceeds and the book value would be payable / receivable by / to LESSEE.

**10. Liquidated Damages For Delay In Supply**

In case of any delay in supply of the vehicle beyond stipulated date of delivery, including any extension permitted in writing, LESSEE reserves the right to recover from the agency a sum equivalent to 1% of the monthly value of the work order for each day of the delay and part thereof subject to a maximum of 10%. In case the delivery is delayed by more than four weeks, LESSEE reserves the right to forfeit the security retained towards performance guarantee.

**11. Applicable Law and Jurisdiction**

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Indore

12. No alternative offer shall be considered.
13. LESSEE reserves the right to accept/reject any quote and to cancel the process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.
14. Successful bidder shall appoint a relationship officer for taking care/lodging of complain regarding service, break down or repair of vehicle provided to LESSEE. The Contact details of the same shall be provided to LESSEE.

**ANNEXURE**

**Annexure 1: Technical Specification for Electric Car.**

Manufacturer

-

To be approved by ARAI & DHI

<b>Electric Car Specification list</b>	
<b>Technical Specification</b>	<b>High</b>
Vehicle Type	M1 Category
Motor	3-Phase AC Induction Motor
Emission	Zero Tailpipe Emissions
Max. Power	30 KW @ 4500 rpm
Transmission	Single Speed, Automatic
Tyres	R14 175/65 Alloy
Front Suspension	Independent, Lower Wishbone, McPherson Strut with Coil Spring.
Rear Suspension	Semi-Independent; Twist beam with dual path strut
Front Brakes	Disc
Rear Brakes	Drum
Turning Radius	5.1 m
Battery Capacity	216 Ah
Gross Vehicle Weight	1516 Kg +/- 200 kg
Wheel base	2450 mm +/- 200mm
Overall length	3992 mm +/- 300mm
Overall Width	1677 mm
Overall Height	1537 mm
Seating Capacity	5
Ground Clearance	170 mm
Steering	Electrically Power Assisted
Regeneration Power	Yes
AC Charging Standard	BEVC-AC001
DC Fast Charging Standard	BEVC-DC001
Normal Charging time (0-80% with 15KW Charger)	360 Mins*
Fast Charging time (0-80% with 15KW charger)	90 Mins*
Boot space	300 Liters

Technical specifications

	Max Speed	80 KMPH
	Certified Full Charge range (as per MIDC Cycle)	140 Km
Feature List	<b>Safety and Security</b>	
	Seat belt for front row	Y
	Seat belt for back row passengers	
	Collapsible steering column	
	Side Intrusion Beams	
	Driver Seat Height Adjustable	
	Child -safety rear door locks	
	2 Side view mirror+ 1 Rear View mirror	
	Automatic door lock (While driving)	
	Immobilizer	
	<b>Exterior</b>	
	Alloy Wheels	Y
	Steel Wheel rims	-
	Bumper	Body Color
	Tubeless Tyre	Y
	Door Handles	Body Color
	Car Seat Covers	Leatherette
	Front Grille	As per the standard
	Side Turn Indicator	Y
	ORVM	Body Color
	<b>Comfort and Convenience</b>	
	Heating & Air conditioning with front demist	Y
	4 Door Power windows	
	Driver side up/down & all window control	
	Electrically Adjustable ORVMs	
	Remote Entry FOB	
Passenger's seatback pocket		
4-Way manual seat adjuster		
Auxiliary 12 V DC power		
Sun visor		
Roof Lamp		
Integrated Stereo		
Floor Console		

**Annexure 2: Letter of Application for the Bid**

(Letterhead of the Bidder/Lead Partner, including full postal address, telephone, fax, email addresses only to be used for this purpose)

Date.....

To,  
**Managing Director,  
 Atal Indore City Transport Services Limited,  
 Indore**

Sir,

1. Being duly authorized to represent and act on behalf of ..... (hereinafter “the Bidder”), and having reviewed and fully understood the Technical bid qualification information provided in the RFP No....., the undersigned hereby applies to be qualified by you as a Operator for the ELECTRIC CAR Project of ATAL INDORE CITY TRANSPORT SERVICES LIMITED, INDORE, Indore.

2. Attached to this letter are certified copies of original documents defining:
- (a) The applicant’s legal status
  - (b) The applicant’s principal place of business
  - (c) Documents evidencing the incorporation/registration of the firm, including place of incorporation
  - (d) MOU (in case of consortium/Joint Venture) indicating share of the consortium member inequity of the proposed joint venture company
  - (e) All documents as specified in Technical Bid and RFP in respective envelopes.
  - (f) The EMD/Bid Security Amount of Rs. 1,00,000/- (Rupees one Lakh Only) vide DD no..... dated.....of bank .....drawn in favour of .....and payable at Indore.

3. ATAL INDORE CITY TRANSPORT SERVICES LIMITED, INDORE and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from banker(s) and / or client(s) regarding any financial and technical aspects here of by way of letters or otherwise from any such institutions, in order to verify statements and information provided in this application, or with regard to our resources, experience, and competence.

4. This application is made in the full understanding that:
- (a) Our bid and any information submitted for Technical bid –the qualification at the time of bidding will be subject to verification by ATAL INDORE CITY TRANSPORT SERVICES LIMITED, INDORE;

(b) ATAL INDORE CITY TRANSPORT SERVICES LIMITED, INDORE has reserved the right to:

(i) Amend the scope of work for the ELECTRIC CAR Project. In such event, bids will only be called from qualified bidders who meet the revised requirements; and

(ii) Reject or accept any application, cancel the Technical Bid, the qualification/Bid process, and reject all applications; and

(c) ATAL INDORE CITY TRANSPORT SERVICES LIMITED, INDORE shall not be liable for any such actions and shall be under no obligation to inform us of the grounds for the same.

5. We confirm that we agree with the terms and conditions provided in RFP/ Technical Bid.

6. The Technical Bid and the Financial Bid (Online) submitted by us shall be valid for the period of 180 (One hundred and Eighty) days from the date of bid opening prescribed by ATAL INDORE CITYTRANSPORT SERVICES LIMITED, INDORE.

8. The undersigned declares that the statements made and the information provided in the application is complete, true and correct in every detail.

**Signed**

**Name**

**For and on behalf of (name of Bidder) OR**

**For and on behalf of (name of Consortium/Joint venture)**



**Annexure 3: General & Organizational Information**

Sr. No.	Particulars	Details	Remarks
1	Firm Particulars (for each firm in case of Joint Venture/Consortium) Name of Firm Head office address Contact Person Telephone /Fax/email		
2	Place for incorporation/registration:		
3	Year of incorporation/registration:		
4	No of employees		
5	Legal Status of firm (Company/Partnership/Proprietorship etc) Principal business and place for business		
6	Registration/Incorporation Documents such as Memorandum, partnership deed of the bidder and consortium partner		
7	Firm Brochure pertaining to Ownership structure, business areas/activities, business growth revenue details, staff details and/or capability statement.		
8	Number of years of experience in transport Business		

**Annexure 4**

**E-Financial Bid**

**Quotation of Kilometre Charge for Supply, Operations & maintenance of 50 Electric Car. (Every Year the monthly charges shall increase at the rate of 8 %)**

Description	Lump Sum Monthly Lease Rental <b>Per CAR (in Rs.)</b> including maintenance cost, comprehensive insurance charges, road side assistance, Fleet Management Fees ( <b>FMS</b> ), accident depLESSEiatiion waiver, road tax rentals, cost of any other services, etc. as per lease parameter mentioned in Bid Document Exclusive of taxes								Excess km charges (Rs. per KM) <b>per CAR-</b> Beyond 100000 KMs at the end of the lease period	Discount on account of usage of less lm than 100000 km (Rs. Per km) <b>per CAR</b> at the end of the lease period
	Monthly Lease Rental Charges (A)	GST on Monthly lease rental (B)	Total Monthly Lease Rental (inc. of GST) (C=A+B)	Monthly Fleet Management Service (FMS) Charges (D)	GST on Monthly FMS Charges (E)	Total Monthly FMS Charges (inclusive of ST & SBC) (F=D+E)	Monthly RTO cost (G)	Gross Total Monthly Lease Rental (I=C+F+G)		
1 , Electric Car As per the specifications mentioned.										
50, Electric Car As per the specifications mentioned										

**Authorized Signatory  
(With Stamp of the company)**

**Annexure 5: Format of Power-of-Attorney for Consortium**

**POWER OF ATTORNEY**

Dated this ..... day of ..... 2018

Know all men by these present that We.....and.....(hereinafter collectively referred to “the consortium / joint venture”) hereby appoint and authorize .....as our attorney.

Whereas Indore Atal Indore City Transport Services Limited, Indore, Indore has invited applications from interested parties for Electric car operations in Indore (hereinafter referred to as “the Project”),

Whereas the members of the consortium/joint venture are interested in bidding for this project in accordance with the terms and conditions of this tender along with its amendments, addenda and related documents,

And whereas it is necessary for the members of the consortium/joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Project.

We hereby nominate and authorize..... as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with making an application to Atal Indore City Transport Services Limited, Indore to follow up with Atal Indore City Transport Services Limited, Indore and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license agreement is entered into with the successful bidder.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and conform all and whatsoever that our said attorney shall do or cause to be done for us by virtue of the power hereby given.

All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this.....

**For and on behalf of**

**For and on behalf of.**

**For and on behalf of.**

**Annexure 6: Format of Memorandum of Understanding for Consortium**

**MEMORENDUM OF UNDERSTANDING**

Know all men by these present that we, ..... and  
 .....(herein after collectively referred to “the consortium /joint  
 venture”) for execution of tender.

Whereas the Indore Atal Indore City Transport Services Limited, Indore has invited tenders from the interested parties for the Electric car project in Indore.

Whereas the members of the consortium / joint venture are interested in bidding for the work of  
 .....in accordance with the terms and conditions of the RFP/tender.

This Consortium / Joint Venture agreement is executed to undertake the work and role and responsibility of the firms as.....

And whereas it is necessary under the conditions of the RFP/tender for the members of the consortium / joint venture to appoint and authorize one of them as Lead Member to do all acts, deeds and things in connection with the aforesaid tender,..... is the Lead Member of the Consortium.

We hereby nominate and authorize.....as our constituted attorney in our name and on our behalf of to do or executive all or any of the acts or things in connection with the execution of this Tender and thereafter to do all acts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and conform all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given. All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this.....day of.....

**SIGNED SEALED & DELEVERED**

**SIGNED SEALED & DELEVERED**

**By the with named**

**By the with named**

\_\_\_\_\_  
**through its duly constituted attorneys**

\_\_\_\_\_  
**through its duly constituted attorneys**

**In presence of**

**In presence of**

**Note:** For the purposes of Memorandum of understanding and power of attorney:

1. To be executed by the all members in case of a Consortium.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**Annexure 7: Undertaking**

**UNDERTAKING**

It is certified that the information furnished in this Technical Bid, Qualification Bid and as per the document(s) submitted therewith is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and agree to be liable to any punitive action for furnishing false information / documents.

Dated this..... day of..... 2018

**Signature  
(Company Seal)**

.....

**In the capacity of  
Duly authorized to sign bids for and on behalf of:**

**Annexure 8:**

Performance Guarantee Format

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE (ONBANK'S LETTER HEAD WITH ADHESIVE STAMP)**

To

**Managing Director,  
Atal Indore City Transport Services Limited,  
Indore**

KNOW ALL MEN by these present that we.....of  
 .....(Name and address of Bank) having our registered office at  
 .....(hereinafter called "the bank") are bound unto the Chairman of Indore  
 Atal Indore City Transport Services Limited, Indore (hereinafter called "the Owner") in the sum of  
 Rs.....lakhs (Rupees.....lakhs only) for which payment will be made to the  
 said Owner, the Bank binds itself, its successors and assigns by these present. Whereas a Letter of  
 Acceptance No. ....dated..... has been issued by Atal Indore City Transport  
 Services Limited, Indore, .....(NAME OF ELECTRIC CAR  
 OPERATOR) (Hereinafter called "the Electric Car Operator") for execution of the ELECTRIC CAR  
 Project, AND WHEREAS the Operator is required to furnish a Bank Guarantee for the sum of Rs.  
 .....lakhs (Rupees .....lakhs only) towards the  
 Performance Guarantee for the said ELECTRIC CAR Project, AND  
 WHEREAS..... (Name of Bank) has, at the request of the Electric Car  
 Operator, agreed to give this guarantee as hereinafter contained without demur.

1. We further agree as follows:

- (a) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Electric Car Operator.
- (b) That any account settled between the Owner and the Operator shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

(c) That this guarantee commences from the date hereof and shall remain in force for a period of 5 (five) years extendable by one year and..... days

(d) That the expression ‘the Electric Car Operator’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.

2. The Conditions on this obligation are:

(i) If the Operator fails or refuses to enter into the Operator

Agreement within the time limit specified in the Letter of Acceptance.

(ii) If the Operator fails to perform its obligations under the Service Provider Agreement to be entered into between ATAL INDORE CITY TRANSPORT SERVICES LIMITED, INDORE and the Service Provider pursuant to issuance of Letter of Acceptance by ATAL INDORE CITY TRANSPORT SERVICES LIMITED, INDORE to Operator

We undertake to immediately pay to the Owner in INDORE the above amount upon receipt of his first written demand, without the Owner having to substantiate his demand, provided that in his demand the Owner notes that the amount claimed due to him owing to the occurrence of one or more of the conditions (i) & (ii) mentioned above and specifies the occurred condition or conditions.

**SIGNATURE OF THE WITNESS**

**SIGNATURE OF AUTHORISED OFFICIAL OF**

**NAME OF THE WITNESS  
ADDRESS OF THE WITNESS**

**THE BANK  
NAME OF OFFICIAL.....  
DESIGNATION.....  
STAMP/SEAL OF THE BANK**