



Request for Proposal

For

**Purchase of 1 Nos 9 Meter Non - AC Electric Bus from Original Equipment Manufacturer/
Authorized Dealer and setup up of Electrical and Civil Infrastructure Development with
Maintenance for 10 Years on Outright purchase Basis by Maharashtra Film, Stage & Cultural
Development Corporation Ltd.**

Tender Ref No.: Filmcity/Elect/11/2023-24

Date of Issue: 02.11.2023

Tender Fee: INR 34,500 /- {30,000 + 4,500 (GST @ 18%)}

Issued By:

Maharashtra Film, Stage & Cultural Development Corporation Ltd

Dadasaheb Phalke Chitranagri, Goregaon (East), Mumbai,

Maharashtra - 400065

Tel No – 9821213724

Website- www.filmcitymumbai.org | www.filmcell.Maharashtra.gov.in

Email: patilaa@hotmail.com

Table of Contents

Table of Contents	2
1.1 Abbreviations	7
1.2 Key Terms – Definition	8
1.3 Tender Notice.....	9
2.1 Key Events and Dates	11
2.2 Other Important Information Related to Bid	12
3.1 Introduction of MFSCDC LTD.	13
3.2 Purpose.....	13
3.3 Consortium.....	13
3.4 Sub-Contracting Conditions.....	13
3.5 Completeness of Response	14
3.6 Proposal Preparation Costs	14
3.7 Bidder Inquiries	14
3.8 Amendment of RFP Document.....	14
3.9 Supplementary Information to the RFP	14
3.10 MFSCDC LTD.’s right to terminate the process	14
3.11 MFSCDC LTD.’s Right to accept any Bid and to reject any or All Bids.....	14
3.12 Earnest Money Deposit (EMD)	15
3.13 Authentication of Bid.....	15
3.14 Language of Bids	15
3.15 Patent Claim.....	15
3.16 Bid Submission Format.....	16
3.17 Bid Submission Instructions	16
3.18 Late Proposal and Proposal Validity Period	17
3.19 Modification and Withdrawal of Proposals	17
3.20 Non-conforming Proposals	18
3.21 Acknowledgement of Understanding of Terms	18
3.22 Bid Opening	18
3.23 Evaluation Process	18
3.24 Technical Qualification criteria	19
3.25 Evaluation of Technical Proposal	21
3.26 Assessment of Eligibility Criteria.....	21

3.27	Assessment of Qualification Criteria	22
3.28	Field Trial Run (Proof of Concept).....	22
3.29	Commercial Evaluation & Award Criteria	22
3.30	Award of Contract.....	23
3.31	Non-Disclosure Agreement (NDA)	23
3.32	Performance Security	23
3.33	Bid Prices	24
3.34	Bid Currency	24
3.35	Signature	24
3.36	Correction of errors.....	24
3.37	Corrections to Arithmetic errors	24
3.38	Disqualification.....	24
3.39	Tendering Under Different Names	25
3.40	Deviation.....	25
4.1	Detailed Scope of the Selected Bidder broadly includes	27
4.2	Key Terms.....	28
4.3	Responsibilities of the Selected Bidder	28
4.4	Prototype Inspection and Supply	29
4.5	Quality Assurance	29
4.6	Insurance	30
4.7	Handover of Parking Space and Bus Site Space.....	30
4.8	Civil and Electrical Instructure	31
4.9	Statutory Requirement	32
4.10	Responsibilities of MFSCDC LTD.....	32
4.11	Breakdown of Bus/es	32
4.12	Maintenance of bus and charging & civil infrastructure	32
4.13	Guarantee / Warranty Period	33
4.14	Project Timelines	33
4.15	Payment.....	35
4.16	Payment Terms	35
4.17	Revision of Fee	36
4.18	Advertisement on the Bus/es	36
4.19	Service Level Agreement (SLAs).....	36
4.20	Handling of Bidder Grievances/Dispute Resolution.....	38
4.21	Exit Management.....	38

5.1	General Guidelines.....	38
5.2	Interpretation.....	38
5.3	Key Performance Measurements	39
5.4	Commencement & Progress	39
5.5	Trademarks, Publicity	39
5.6	Confidentiality	39
5.7	Ethics.....	40
5.8	Authority’s Obligations	40
5.9	Events of default by the Selected Bidder	40
5.10	Consequences of Default	41
5.11	Audit, Access and Reporting	41
5.12	Ownership.....	42
5.13	Other Conditions.....	42
5.13.1	Indemnity	42
5.13.2	Corrupt or Fraudulent Practices	42
5.13.3	Jurisdiction of Courts.....	43
5.13.4	Import License	43
5.13.5	Risk & Cost.....	43
5.13.6	Conflict of Interest	43
5.13.7	Confidentiality	43
5.13.8	Arbitration.....	44
5.13.9	Governing law and Jurisdiction	44
5.13.10	Limitation of Liability.....	44
5.13.11	Variation in Agreement Quantity & its Payment.....	45
5.13.12	Extension of timelines.....	45
5.13.13	Relationships.....	45
5.13.14	Termination.....	45
5.13.15	Assignment	46
5.13.16	Force Majeure	46
5.13.17	Non-Fulfilment of Project Terms and Conditions	48
5.13.18	Governance Schedule.....	49
6.1	Technical Proposal Bid Cover Letter	50
6.2	Format to share Bidder’s and Bidding Firms Particulars	52
6.3	Format of sending pre-bid queries	53
6.4	Format to Project Citation	54

6.5 Checklist for the documents for Technical Proposal	55
7.1 Financial Proposal Cover Letter.....	59
7.2 Financial Proposal Instructions	60
7.3 Financial Proposal Format	61
ANNEXURES	64
Annexure A: Format for Declaration by the Bidder for not being Blacklisted /Debarred	64
Annexure B: Performance Security - Bank Guarantee Format	65
Annexure C: Non-Disclosure Agreement.....	67
Annexure D: Financial Declaration of Bidder	69
Annexure E: Format for Self-Declaration (The Bidder / OEM experience of manufacturing and delivery of Buses)	70
Annexure F: Format for Self-Declaration (Experience for Maintenance of Buses).....	71
Annexure G: Technical Specifications for 9 Meter Bus(s).....	72
Annexure H: Tentative Details of charging infrastructure and site location for maintenance ...	82
Annexure I: Format for Declaration OEM to submit required type approval certificate	83

1. Disclaimer

This Request for Proposal (RFP) for **“Purchase of 1 Nos 9 Meter Non - AC Electric Bus from Original Equipment Manufacturer/ Authorized Dealer and setup up of Electrical and Civil Infrastructure Development with Maintenance for 10 Years on Outright purchase Basis by Maharashtra Film, Stage & Cultural Development Corporation Ltd.”** is issued by **Maharashtra Film, Stage & Cultural Development Corporation Ltd.**

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MFSCDC LTD. Ltd., nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed RFP or make any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of MFSCDC LTD. Ltd. It does not purport to contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed MFSCDC LTD. Ltd. Project, the regulatory regime which applies thereto and by and all matters pertinent to the MFSCDC LTD. Ltd. Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the MFSCDC LTD. Ltd. Project. MFSCDC LTD. Ltd. shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

MFSCDC LTD. Ltd. shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MFSCDC LTD. Ltd. in selecting the Bidder who qualifies through this RFP shall be final and MFSCDC LTD. Ltd. reserves the right to reject any or all the bids without assigning any reason thereof. MFSCDC LTD. Ltd. further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

MFSCDC LTD. Ltd. may terminate the RFP process at any time without assigning any reason and upon such termination MFSCDC LTD. Ltd. shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

1.1 Abbreviations

Abbreviation	Description
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
OP	Outright Purchase
GoM	Government of Maharashtra
IT	Information Technology
ITB	Instructions to bidder
LOA	Letter of Award
MFSCDC Ltd.	Maharashtra Film, Stage & Cultural Development Corporation Ltd.
NDA	Non-Disclosure Agreement
BG	Bank Guarantee
PDF	Portable Document Format
RFP	Request for Proposal
PS	Performance Security
SLA	Service Level Agreement
TEC	Tender Evaluation Committee
MCA	Model Concession Agreement
MAF	Manufacturer Authorization Form
COD	Commercial Operations Date

1.2 Key Terms - Definition

Term	Definition
Authority	This means Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Bid / Proposal	This means the documents in their entirety comprising of the pre- qualification Proposal, Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, the Bidder herein, in response to the RFP, and accepted by MFSCDC LTD.
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and execution of Project.
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra) for communication purpose only.
Contract	This shall mean the deed to contract as per RFP and its corrigenda, together with its original accompaniment.
Contract / Project Period	Date of Signing of contract + 15 days for prototype inspection + 30 days for supply of bus/es + 10 years of, support and maintenance. Note: 10 years shall be from the date of supply of bus.
Deliverables	The documents, milestones and activities related to the supply and maintenance of electric bus(es) at MFSCDC LTD., as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MFSCDC LTD. to demonstrate commitment and intention to complete the process of selection of Bidder for supply, operate and maintain electric bus/es in MFSCDC LTD..
Employer	This shall mean MFSCDC LTD. and is the party who will employ the Contractor to carry out the Works.
End of Contract	This refers to the time when the Contract Period has ended.
Month	Any reference to month shall mean a reference to a calendar month as per the Gregorian calendar
Q1, Q2, Q3, Q4	Shall refer to quarters or any three-month period.
RFP/ Tender	This means the Request for Proposal released, containing the technical, functional, commercial and operational specification.
Selected or Successful Bidder/ Agency (ies)/ Operator(s)/ contractor(s)	Business Organization/Firm whose bid has been accepted and shall supply electric Bus/es and maintain its Infrastructure at MFSCDC LTD.
Subcontractor	This means person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract which includes work on the Site.
Users	This means the internal and external users of the System including citizens, MFSCDC LTD. including its offices, corporations and agencies and their employees, as the context admits or requires

1.3 Tender Notice

TENDER NOTICE

Tender Ref No: Filmcity/Elect/11/2023-24

Date: - 02.11.2023

MFSCDC LTD. Ltd., invites sealed tenders in two bid system (Technical bid and Financial bid) from reputed experienced professional organizations for **“Purchase of 1 Nos 9 Meter Non - AC Electric Bus from Original Equipment Manufacturer/ Authorized Dealer and set up of Electrical and Civil Infrastructure Development with and Maintenance for 10 Years on Outright purchase Basis by Maharashtra Film, Stage & Cultural Development Corporation Ltd.”** at MFSCDC LTD. For this purpose, MFSCDC LTD. intends to solicit technical and commercial bid from prospective Bidder. The prospective firms / organizations may download the tender document from website <https://mahatenders.gov.in>. Complete details & formats of e-tender can be obtained from website <https://mahatenders.gov.in> Tender form fee payment of **INR 35,400 /- {30,000 + (GST @ 18%)}** (non-refundable) by payment gateway online. No brokers/intermediaries shall be entertained. The MFSCDC LTD. reserves the right to reject any/all applications without assigning any reasons whatsoever.

DISCLAIMER

1. Detailed time-table for the various activities to be performed in e-tendering process by the Bidder for quoting their offer is given in this tender documents under **"TENDER SCHEDULE"**. Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.
2. Every effort being made to keep the website up to date and running smoothly 24 x 7 by the MFSCDC LTD. and the Bidder. However, MFSCDC LTD. Takes no responsibility and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time.
3. In the event MFSCDC LTD. will not liable and responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
4. The Bidder must follow the time-table of e-tendering process and get their activities of e-tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problems, if any.
5. MFSCDC LTD. will not be responsible for any incomplete activity of e-tendering process of the Bidder due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.

Sr. No	Particulars	Date & Time
1	Tender Publish	02.11.2023 15:00 IST
2	RFP Document Download	02.11.2023 15:00 IST
3	Last date of submission of Pre- Bid Queries	08.11.2023 17:00 IST
4	Pre-Bid Meeting	09.11.2023 12:00 IST
5	Last date of Bid Submission	22.11.2023 17.00 IST
7	Technical Bid Opening	24.11.2023 17:00 IST
8	Commercial Bid Opening	Will be declared after technical scrutiny

Note:

- The Bidder shall furnish, as part of its pre-requisition bid, an Earnest Money Deposit: **INR 15,00,000 /- (Rupees Fifteen Lakhs Only)** will be paid through Online e-Tendering Payment Gateway mode.
- No firm will be exempted from submitting EMD.
- All eligible/interested Bidder are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone numbers for any doubts/information/difficulty regarding online enrolment or obtaining digital certificate M/s. NIC Technologies Ltd. Next Tender (India) Pvt. Ltd on 020-3018 7500
- Bidder should submit the document related to tender online. EMD to be provided in form of Bank Guarantee from any of the Nationalized/Scheduled Commercial Banks payable at Mumbai.
- Bidder should pay the same two working days in advance, before the last day of bid submission. Cost of tender form of INR 35,400 /- {30,000/- + 5,400/- (GST @ 18%)} should be credited in to MFSCDC LTD. fund account by online payment gateway, otherwise Bidders cannot participate in e-tendering.
- Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
- The electronic tendering system for MFSCDC LTD. will be available on separate sub-portal as part of the Electronic Tendering System of Government of Maharashtra which is available on the portal <https://mahatenders.gov.in>.

2. Invitation for Proposal

MFSCDC LTD. hereby invites Proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the **“Purchase of 1 Nos 9 Meter Non - AC Electric Bus from Original Equipment Manufacturer/ Authorized Dealer and setup up of Electrical and Civil Infrastructure Development with Maintenance for 10 Years on Outright purchase Basis by Maharashtra Film, Stage & Cultural Development Corporation Ltd.”** as detailed in Section 3.24 of this RFP document.

The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Online Payment Gateway mode.

To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-5150 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying Agency such as Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

Bidders are also advised to refer “Bidders Manual Kit” available in this document or at <https://mahatenders.gov.in> for further details about the e-tendering process.

Bidders are advised to study this RFP document carefully before submitting their proposals in response

to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions.

2.1 Key Events and Dates

The summary of various activities with regard to this invitation of bids are listed in the table below: -

#	Particular	Details
1.	Name of the project	RFP for “Purchase of 1 Nos 9 Meter Non - AC Electric Bus from Original Equipment Manufacturer/ Authorized Dealer and setup up of Electrical and Civil Infrastructure Development with Maintenance for 10 Years on Outright purchase Basis by Maharashtra Film, Stage & Cultural Development Corporation Ltd.”
2.	RFP Document Download and Submission Start Date & Time	From Date: 02.11.2023 15:00 IST Till Date: 22.11.2023 17.00 IST
3.	Website for downloading Tender Document, Corrigendum’s, Addendums etc.	https://mahatenders.gov.in
4.	Last date (deadline) for Submission of bids	22.11.2023 17.00 IST
5.	Last date for Submission of Pre bid Queries	08.11.2023 17:00 IST The queries should be submitted as per the format prescribed in Annexure A. The Pre-Bid queries to be sent to the Email Id – patilaa@hotmail.com Note: - No queries will be entertained after last date of Pre-bid query submission.
6.	Pre-Bid Meeting	Pre-Bid Meeting: 09.11.2023 12:00 IST at Maharashtra Film, Stage & Cultural Development Corporation Ltd. Dadasaheb Phalke Chitranagri, Goregaon (East), Mumbai, Maharashtra - 400065 AND/OR meet.google.com/vet-vomz-hbo https://meet.google.com/vet-vomz-hbo
7.	Date and time for opening of Technical proposal	24.11.2023 17:00 IST
8.	Date and time for opening of Commercial proposal	Will be intimated later to the qualified bidders
9.	Detail of the contact person and Address at which sealed bids are to be submitted	Deputy Engineer (Electrical), Maharashtra Film, Stage & Cultural Development Corporation Ltd. Dadasaheb Phalke Chitranagri, Goregaon (East), Mumbai, Maharashtra - 400065 Tel No – 9821213724 Website-www.filmcitymumbai.org Email: patilaa@hotmail.com

2.2 Other Important Information Related to Bid

#.	Item	Description
1.	Earnest Money Deposit (EMD) – in form of Bank Guarantee	Earnest Money Deposit: INR 15,00,000 /- (Rupees Fifteen Lakhs Only) will be paid through Online e-Tendering Payment Gateway mode only along with technical bid
2.	Tender Fee to be paid via Online Payment Gateway mode only.	INR. 35,400 /- (Inclusive of all Applicable Taxes)
3.	Bid Validity Period	One hundred and eighty (180) days from the date of opening of financial bid
4.	Performance Security in the form of Bank Guarantee Last date for furnishing Performance Security Deposit to MFSCDC LTD. (By Selected Bidder)	Performance Security will be for 10% of the Project cost valid for a period of 180 days beyond the date of completion of the project. To be submitted within 7 days from date of notice of award of the contract or as intimated in the work order issued by MFSCDC LTD..
5.	Last date for signing contract agreement	Within 30 days after LoA/Work Order or as intimated by MFSCDC LTD..
6.	Contract Period	Date of Signing of contract + 15 days for prototype inspection + 30 days of supply of bus/es + 10 years of support and maintenance.

Note: Prospective Bidders may visit MFSCDC LTD. Electrical Department for any further information/ clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.

3. Instructions to Bidders

3.1 Introduction of MFSCDC LTD.

MFSCDC LTD. Ltd. was Conceptualized in 1977, one of India's leading-edge film studio complexes, with blockbusters and super-mega-blockbuster films in its dossier, Film City spans over 520 acres of scenic delight.

From small-scale production activities to larger-than-life cinematic wonders, to hosting international award ceremonies, Film City makes for a resourceful proprietor.

Located in the lush-green heart of Mumbai, easy-access, we offer an exclusive combination - no matter the scale of your production well-organized support staff, and pretty much everything to make movie-making seamless. It has natural sites such as mountains, lakes, in addition to 15 studios & more than 50 outdoor locations and new locations within its boundaries.

MFSCDC LTD. Ltd. organization setup is as under:

Particulars	Numbers (approx..)
Acre in Mumbai Space for Shooting	500
High end Studios	16
LOT Space	100
Ready To Use Sets	40
Per Day Shooting Capacity	55
Clients	25750

For over 40 years, the iconic Mumbai Film city is a home to over 2000+ feature films, 6000+ television series, and countless commercials. Our beloved production lot was 'revived' with the vision of celebrating its iconic history while modernizing its soundstages and production facilities for the future.

3.2 Purpose

MFSCDC Ltd. hereby invites Proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the **“Purchase of 1 Nos 9 Meter Non - AC Electric Bus from Original Equipment Manufacturer/ Authorized Dealer and set up of Electrical and Civil Infrastructure Development with and Maintenance for 10 Years on Outright purchase Basis by Maharashtra Film, Stage & Cultural Development Corporation Ltd.”** This document provides information to enable the bidders to understand the broad requirements to submit their bids.

3.3 Consortium

The Bidders are not allowed to form Consortium

3.4 Sub-Contracting Conditions

1. Sub-contracting specific tasks shall be limited to maintenance only post commissioning, by Selected Bidder to experienced/ qualified subcontractors shall be permitted based on prior intimation to the Authority. Subcontracting for other activities shall not be acceptable.
2. The bidder shall share all the details of the sub-contractor at the time of acceptance of Letter of Award (LoA)/Work Order. In case there is a change in sub-contractor post award of contract, the Bidder shall give intimation to MFSCDC LTD.

3.5 Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

3.6 Proposal Preparation Costs

1. The Bidder shall submit the bid at its cost. Submission of a bid does not entitle the bidder to claim any cost and rights over MFSCDC LTD. and MFSCDC LTD. shall be at liberty to cancel any or all bids without giving any notice.
2. All materials submitted by the bidder shall be the absolute property of MFSCDC LTD. and no copyright/patent etc. shall be entertained by MFSCDC LTD.

3.7 Bidder Inquiries

Bidder shall e-mail their queries at above mentioned e-mail address, in the format as prescribed in the section 6.3 of this RFP. The response to the queries will be published on <https://mahatenders.gov.in>. No queries will be entertained thereafter. This response of MFSCDC LTD. shall become integral part of RFP document. MFSCDC LTD. shall not make any warranty as to the accuracy and completeness of responses. MFSCDC LTD. may not individually respond to each and every query from the Bidder. No response to queries means MFSCDC LTD. shall not give any further explanation and the terms and conditions mentioned in the RFP shall prevail.

3.8 Amendment of RFP Document

1. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
2. MFSCDC LTD. reserves the right to amend/edit/add/delete any clause of this Bid Document.
3. The Bidders are advised to visit the aforementioned website/portal on regular basis to check for necessary updates. The MFSCDC LTD. also reserves the right to amend the dates mentioned in this RFP.

3.9 Supplementary Information to the RFP

If MFSCDC LTD. deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

3.10 MFSCDC LTD.'s right to terminate the process

MFSCDC LTD. may terminate the RFP process **at any time before the award of contract without assigning any reason**. This will be informed to all and will become part of the bid/RFP and information for the same would be published on the e-Tendering portal.

3.11 MFSCDC LTD.'s Right to accept any Bid and to reject any or All Bids

MFSCDC LTD. reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for MFSCDC LTD.'s action.

3.12 Earnest Money Deposit (EMD)

1. Bidders shall submit EMD of INR 15,00,000 /- (Rupees Fifteen Lakhs Only) will be paid through Online e-Tendering Payment Gateway mode only.
2. The validity of EMD shall be for 365 days.
3. The EMD is required to protect the MFSCDC LTD. against the risk of Bidder's conduct, which would warrant the EMD forfeiture.
4. Unsuccessful Selected Bidder's EMD will be returned as promptly as possible after the award of the contract to the selected bidder.
5. No interest will be paid by MFSCDC LTD. on the EMD amount.
6. The EMD is required to protect the MFSCDC LTD. against the risk of Bidder's conduct, which would warrant the EMD forfeiture.
7. Unsuccessful Selected Bidder's EMD will be returned as promptly as possible after the award of the contract to the selected bidder.
8. No interest will be paid by MFSCDC LTD. on the EMD amount.
9. The EMD of selected Bidder will be retained by MFSCDC LTD. till signing of contract. Bidder may be required to extend the validity of the EMD as per request of MFSCDC LTD., else the bid will not be considered.
10. The Bid submitted without EMD, mentioned above, will be summarily rejected.
11. The EMD may be forfeited under the following circumstances:
 - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - In case of a Selected Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
 - If, during the bid process, any information is found false/fraudulent/mala fide. MFSCDC LTD. shall reject the bid and, if necessary, initiate legal action against the Bidder.

3.13 Authentication of Bid

1. The original copy (hard copy) of the RFP Document shall be signed, stamped, scanned and submitted along with the bid. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. Bid shall be submitted on official letter head of company. All pages of the bid and its annexure, etc. shall be signed and stamped by the person or persons signing the bid.
2. Notarised / irrevocable Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid. In the case of the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted.

3.14 Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at MFSCDC LTD.'s discretion.

3.15 Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the goods or any part thereof, the bidder shall

expeditiously extinguish such claim. If the bidder fails to comply and MFSCDC LTD. is required to pay compensation to a third party resulting from such Infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs, lawyer fees etc. MFSCDC LTD. shall give notice to the Selected Bidder of any such claim and recover it from the selected Bidder from EMD/Bank Guarantee/Security Deposits/Amount Payable to vendor or through additional demand request, if required

3.16 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

3.17 Bid Submission Instructions

Complete bidding process will be online (e-Tendering) in two envelope system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
<p>Envelope A: Technical Proposal</p>	<p>Technical Proposal shall comprise of following</p> <ol style="list-style-type: none"> a. Scanned copy of EMD b. Scanned copy of Receipt of the Tender Fees c. Technical qualification documents as per section 3.24. d. Bidder and Bidding Firm Details e. Annexure E: Power of Attorney f. Checklist for Technical Proposal <p>Scanned copy of Receipt of the Tender Fees and Earnest Money Deposit (EMD) must be uploaded through online bid submission process.</p> <p>The Technical qualification documents shall be prepared in accordance with the requirements specified in this RFP and the formats mentioned in Section 6 of this RFP. Bidders shall submit accurately filled Checklist for Technical Proposal documents as per format in section 6.5.</p> <p>Each page of the Technical documents should be signed and stamped by the Authorized Signatory of the Bidder. Proposal should be submitted through online bid submission process only.</p>

Particulars	Instructions
Envelope B: Financial Proposal	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Section 7 of the RFP.</p> <p>Each page of the Financial Proposal shall be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal shall be submitted through online bid submission process only.</p> <p>In no way the bidder shall indicate its Financial Offer in any Envelope other than Envelope B. In case it is found, MFSCDC LTD. may summarily reject the proposal of the said bidder.</p>

The following points shall be kept in mind for submission of bids;

1. MFSCDC LTD. shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid, and rejected.
2. The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
3. MFSCDC LTD. may seek clarifications from the Bidder on the Technical proposal. Any of the clarifications by the Bidder on the Technical proposal should not have any commercial implications. The Financial proposal submitted by the Bidder should be inclusive of all the items in the Technical proposal and should incorporate all the clarifications provided by the Bidder on the Technical proposal during the evaluation of the Technical offer.
4. Financial Proposal shall not contain any technical information.
5. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MFSCDC LTD. reserves the right to reject the proposal.
6. Proposals sent by fax/post/courier shall be rejected.
7. MFSCDC LTD. may seek details of the project cost from the selected Bidder/shortlisted Bidder which the latter shall have to furnish. The selected bidder shall submit true copies of the Financial Package and the Financial Model, duly attested by a Director of the OEM/Operator, along with soft copy of the Financial Model in MS Excel version.

3.18 Late Proposal and Proposal Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system.

The validity of the proposals submitted before deadline shall be till 180 days from the date of opening of financial bid. While MFSCDC LTD. will make its best effort to complete the bidding process within the proposal's validity period. However, should the need arise, MFSCDC LTD. may request, in writing, all bidders who submitted Proposals to extend the Proposals' validity. If the bidders agree to extend the validity of its Proposal, it shall be done without any change in the original Proposal. The Bidder has the right to refuse to extend the validity of its Proposal in which case the Proposal will be considered withdrawn.

3.19 Modification and Withdrawal of Proposals

Unless and otherwise specified by MFSCDC LTD., no proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by

the Bidder on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

3.20 Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP.
2. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the MFSCDC LTD.

3.21 Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he/she has carefully read and accepts all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

3.22 Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids.
2. MFSCDC LTD. reserves the rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in two stages.
4. In the first stage, Technical Envelope of proposals shall be opened and evaluated as per the Technical criteria mentioned in Section 3.24 of the RFP.
5. In the second stage, Commercial/Financial Proposals of those Bidders, who qualify technical evaluation and subsequent field trials shall be opened. All Bids shall be opened in the presence of Bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.
6. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MFSCDC LTD., the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, MFSCDC LTD. will continue process and open the bids of the all bidders.
7. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MFSCDC LTD. has the right to reject the bid after due diligence is done.

3.23 Evaluation Process

1. MFSCDC LTD. shall evaluate the Tender Fee, EMD, Technical documents (Envelope A) and Financial Proposal (Envelope B) and submit its recommendation to the Competent Authority whose decision shall be final and binding upon the bidders.
2. Bidders shall be evaluated as per the Technical criteria mentioned in Section 3.24 of the RFP.
3. Bidders meeting all the technical-qualification criteria shall be eligible for field trials.
4. Please note that MFSCDC LTD. may seek inputs from their professional, external experts in the Bid evaluation process.

3.24 Technical Qualification criteria

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
TQ 1	Legal Entity	The bidder must be incorporated/ registered in India under the Companies Act 1956/2013 or LLP Act 2008 or the Partnership Act 1932.	<ul style="list-style-type: none"> For companies incorporated/ registered in India should submit Copy of Certificate of Incorporation, Copy of Certificate of Incorporation Memorandum and Article of the association For companies registered under the Partnership Act 1932, Partnership Deed should be submitted along with Registration of Firm document/Certificate For companies registered under the LLP Act 2008, Copy of Registration Certificate and LLP Agreement should be submitted. Copy of PAN Card Copy of GST Registration
TQ2	Turnover	The Bidder shall have minimum annual average turnover of more than or equal to INR 200 Crore in last three (3) years, the financial years which will be considered are [2022-23, 2021-22, 2020-21].	<ul style="list-style-type: none"> Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure D Balance Sheet and P&L Statement from the Statutory Auditor of the Bidder/Chartered Accountant. Audited Annual accounts/statements submitted in any other language than English shall be translated to English with necessary supporting documents, certified by Statutory Auditor/ Chartered Account.
TQ 3	Net worth	The Bidder shall have positive net worth in last three (3) years the financial years which will be considered are [2022-23, 2021-22, 2020-21].	<ul style="list-style-type: none"> Certificate duly signed by Statutory Auditor of the Bidder for net worth as per the format Annexure D Balance Sheet and P&L Statement from the Statutory Auditor of the Bidder/Chartered Accountant. Audited Annual accounts/statements submitted in any other language than English shall be translated to English with necessary supporting documents, certified by Statutory Auditor/ Chartered Account.
TQ4	Experience	The Bidder / OEM should have experience of manufacturing and delivery of at least 50 (Fifty), 9m (Nine) Electric buses Type I over the last 3 years in India immediately preceding bid due date.	<ul style="list-style-type: none"> Work Orders/Agreement and Completion Certificates from the Client, in case of ongoing project phase wise completion certificate from the client, stating details of least 50 (Fifty), 9m (Nine) Electric buses Type I buses supplied/delivered in terms of number, year of supply and names of customers to whom supplied. Annexure E

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
		The Bidder / OEM should have completed deployment of at least (1) one Type I electric bus order to any STU in India as on bid due date.	<ul style="list-style-type: none"> License of manufacturing buses, proof of manufacturing and sale (including no. of unit sold, customer name and date of supply) Work Order/Agreement and Completion Certificates from the Client on its letterhead.
TQ5	Capability	<p>The Bidder shall have executed/undertaken at least Maintenance of minimum 25 (Twenty-five) 9m (Nine) Type I Electric buses during the last 3 years immediately preceding the Bid Due Date.</p> <p>Maintenance Experience must be demonstrated through an explicit contract / concessionaire Agreement with a public sector entity/Government or semi-Government Department which has been in successful maintenance for a continuous period on at least three years.</p>	Work Orders/Agreements and Completion Certificates from the Client, in case of ongoing project phase wise completion certificate, stating details of at least 25 Type I Electric Buses Operated & maintained in terms of number, year of maintenance experience and names of customers to whom services provided <u>Annexure F</u>
TQ 6	Certifications	The Bidder / OEM shall have Homologation Certification of 9 meter electric bus Model (100% battery operated and as per RFP requirement) from the designated testing center in India. i.e., CMVR type approval of at least one model of electric bus as approved under CMVR Rule 126.	Copies of the valid certificates from authorized agencies
TQ 7	Manpower	The Bidder should be registered with appropriate authorities under Employees Provident Fund, Employees State Insurance Acts and any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).	<ul style="list-style-type: none"> Attested copy of the Employee Provident Fund registration letter / certificate. Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Attested copy of the Employee State Insurance registration letter / certificate.
TQ 8	Support Capability	The bidder shall setup maintenance unit at designated premise in Filmcity as listed in <u>Annexure H</u> , space provided by authority in Mumbai, Maharashtra.	Undertaking the bidder shall setup maintenance unit as listed in <u>Annexure H</u> , space provided by authority in Mumbai, Maharashtra.
TQ 9	Blacklisting	The Bidder should not be debarred / blacklisted by any State Government/ Central Government / PSU/ Transport Organization etc. in India & abroad for Unsatisfactory past performance, corrupt &	A self-certified letter signed by the Authorized Signatory of the Bidder as per <u>Annexure A</u> .

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
		fraudulent practices or any other unethical conduct either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT as on date of submission of bid.	

3.25 Evaluation of Technical Proposal

1. Prior to evaluation of Eligibility and Qualification Submissions/ Technical Bid, the Bid Evaluation Committee shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - The Technical and Financial Bids are submitted online properly.
 - Technical Bid is accompanied with RFP Fee and EMD amount as specified in RFP.
 - The Bid is received by Bid Due Date including any extension thereof pursuant hereto;
 - It contains all the information (completed in all aspects as requested in this RFP and/or Bid documents (in formats same as those specified in the RFP)
 - It does not contain any conditionality; and
 - It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
2. The Bid Evaluation Committee reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
3. Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out who's Bids determined to be responsive.
4. Any clarification if sought, shall be only in case of documents which pre-existed at the time of bid submission, and which have not undergone change since then. These should be called only on basis of the recommendations of the bid evaluation committee. The clarification documents to be submitted within 3 working days by the bidder as directed by authority.
5. Any discrepancy noticed by bidder in respective other bidder must be communicated within 7 days from the date of opening of Technical Bid. If not notified by bidder about discrepancies related to other bidder within 7 days from the date of opening of Technical Bid any notification by the bidder will not be considered.

3.26 Assessment of Eligibility Criteria

1. The Bid Evaluation Committee shall examine and evaluate the eligibility of each Bid upon determining its responsiveness.
2. Any clarification needed by Bid Evaluation Committee may be notified to the respective Bidder. The Bidder upon being notified shall promptly share explanation within 3 days from the date of intimation. No new documents/credentials shall be accepted. However, explanation on previously submitted documents shall be considered valid for further clarification and evaluation purposes.
3. The Bidder must meet Eligibility Criteria specified in the RFP and have uploaded all scanned copies of all documents in order to qualify for next stage of assessment.
4. Assessments of Qualification Criteria of only those Bidders shall be carried out whose Bids are meeting Eligibility Criteria and uploaded scanned copies of all required documents.

3.27 Assessment of Qualification Criteria

1. The Bid Evaluation Committee shall examine and evaluate the qualification of each Bid upon determining its eligibility.
2. The Bidder must meet Qualification Criteria as specified in the RFP in order to qualify for Financial Bid Opening Stage.
3. The Technical Bids/Eligibility and Qualification Submission of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria shall be declared Eligible and Qualified Bids (the “Eligible and Qualified Bids”/ “Eligible and Qualified Bidder”).
4. In case the bidder is not able to submit the documents required to demonstrate capability of the bus supply as set out in this RFP and/or the bidder is not able to satisfy the Bid Evaluation Committee with regards to clarifications/information/confirmations sought from the bidders, the Bid Evaluation Committee, at its sole discretion, can consider such bids ineligible for next stage of evaluation.
5. Financial bids of the bidders only those who are meeting technical eligibility, qualification criteria and successful field trials shall be opened.

3.28 Field Trial Run (Proof of Concept)

Prior to opening of financial bids, all bidders qualifying the technical criteria as mentioned in clause 3.24 shall conduct field trial of base model 9m electric buses within MFSCDC LTD. preferred route for a period of 2 days within 15 days from the date of issue of letter for starting trial run. Bus/es shall cover distance for the range assured in a single charge as per requirement outlined in the RFP.

Only the Bidder qualifying the trials (proof of concept) shall be eligible for financial bid opening. In case of failure in trials by a particular bidder, it shall be disqualified. The cost of trails shall be borne by the technically qualified Bidder and the trail shall be jointly inspected by CIRT & MFSCDC LTD.

3.29 Commercial Evaluation & Award Criteria

1. After the evaluation of Technical Bid/ Eligibility and Qualification Submissions has been completed as per the requirements of the RFP including successful field trials, the Financial Bids of only those Bidders whose Bid determined to be responsive shall be opened. Decision of Bid Evaluation Committee in this regard will be final. Financial Bids of those Bidders who do not qualify in Technical Bid (not meeting Eligibility and/or Qualification Criteria and/not submitted required RFP fee and/or Bid Security) and field trials shall stand rejected and shall not be opened.
2. Financial Bids shall be opened online, in the presence of Bidders’ representatives who choose to attend the Financial Bid opening on date and time which shall be communicated to the shortlisted Bidders. The Bidder’s representatives who are present at such opening of Price Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, bid rates, etc. will be announced at such opening.
3. Bidder to submit quotation **for 9m bus for 1 Bus**. The Bidders who submit the lowest Rate per Bus as per section 7.3 Financial Proposal Format of this RFP will be declared as most eligible for award (L1)
4. L1 Bidder has to mandatorily share detailed component-wise cost breakup.
5. MFSCDC LTD. is not bound to accept the L1 rate quoted by the lowest bidder, if it is found to be financially exorbitant and hence, a provision shall be kept to call the L1 bidder for negotiation of the rate quoted so that an amicable agreement could be reached before handing out the Letter of Award/ Work Order.
6. MFSCDC LTD., however, reserves the right to accept or reject any or all bids without giving any reasons thereof.

3.30 Award of Contract

1. Letter of Award/ Work Order

Post conduct of successful trial, financials of qualified bidders shall be opened. The bidder quoting the lowest rate among the qualified bidders shall be adjudged as the L1 bidder. Qualified Bidder (L1) shall be issued Letter Of Award/Work Order. Successful Bidder shall submit acceptance of LOA/Work Order issued within seven (7) working days from the date of issuance of LOA/Work Order.

If Successful Bidder do not submitted acceptance of LOA/Work Order within the above-mentioned period, it shall result into withdrawal of LOA/Work Order and forfeiture of EMD. The final decision regarding withdrawal of offer and forfeiture of EMD shall be final and binding.

2. Signing of Contract

- The Selected Bidder shall enter into contract Agreement with MFSCDC LTD. within 30 (sixty days) of Letter of Award/ Work Order issued to the Selected Bidder or date as decided by MFSCDC LTD.
- Agreement shall also have all correspondence (to be discussed and agreed upon separately) between MFSCDC LTD. and the Selected Bidder and additional clauses and/or provisions that further explain or clarify provisions of this RFP, or certain provisions which MFSCDC LTD. may be required to include as per law. The MFSCDC LTD. through mutual discussion with the Selected Bidder shall modify the terms of the Agreement.
- If Agreement is not signed within the time period mentioned by MFSCDC LTD., then LOA/Work Order will be withdrawn and EMD will be forfeited by MFSCDC LTD. Related to withdrawal of offer and forfeiture of EMD decision of authority will be final and binding.
- Any expenses related to registration of Agreement like stamp duty shall be borne by Selected Bidder.
- Upon the Selected Bidder's furnishing of Performance Security, MFSCDC LTD. will promptly notify each unsuccessful Bidder.

3. Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the Selected Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of Security Deposit, in which event MFSCDC LTD. may invite the next best bidder for negotiations or may call for fresh RFP.

4. Failure to abide by the Contract Agreement

The conditions mentioned in the contract agreement shall be strictly adhered to by the Selected Bidder and any violation thereof by the Selected Bidder may result in termination of the contract agreement without prejudice to any rights available to Authority.

3.31 Non-Disclosure Agreement (NDA)

The Selected Bidder has to sign the Non- Disclosure Agreement ([Annexure C](#)) with MFSCDC LTD.

3.32 Performance Security

1. Performance Security in the form of unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank payable at Mumbai must be submitted by Selected Bidder. The BG shall be

furnished for an amount equivalent to 10% of the Project cost valid for a period of 6 months beyond the successful fulfilment of contract period. The Bank Guarantee will be released provided rectification of errors if any, found during implementation of the Contract, and satisfactory report submitted by the successful Bidder to the Authority.

2. The Performance Security should be submitted within 7 days from the receipt of the letter towards award of the contract/work order. Failure to submit the performance security within the period specified above may lead to cancellation of the offer made to the enter selected bidder and forfeiture of EMD.
3. The Performance Security will be forfeited if Bidder do not fulfil the terms and conditions as per bid document.
4. MFSCDC LTD. shall also be entitled to make any recoveries due from the bidder from Performance Security. In such case the bidder will have to recoup the Performance Security amount recovered within 15 days.
5. No interest will be payable by the MFSCDC LTD. on the amount of the Bid Security.

3.33 Bid Prices

Bidder has to quote for “Purchase of 1 Nos 9 Meter Non - AC Electric Bus from Original Equipment Manufacturer/ Authorized Dealer and setup of Electrical and Civil Infrastructure Development with Maintenance for 10 Years on Outright purchase Basis by Maharashtra Film, Stage & Cultural Development Corporation Ltd.” in the format given for financial bid/BOQ. Validity of Bid shall be of 180 days from date of opening of financial bid.

3.34 Bid Currency

The rates quoted shall be in Indian Rupees only.

3.35 Signature

A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder’s name and seal on all pages of the Bid, including the tender/bid document. All obligations committed by such signatories must be fulfilled.

3.36 Correction of errors

The bidder is advised to take adequate care in quoting the rate. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document shall be initialed by person signing the Bid form.

3.37 Corrections to Arithmetic errors

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.

3.38 Disqualification

The Bid from the bidders is liable to be disqualified in the following cases:

1. Bid not submitted in accordance with the bid document.
2. The bidder qualifies the bid with his own conditions or if the bidder does not qualify for all Technical-Qualification conditions.
3. During validity of the Bid, or its extended period, if any, the bidder increases or decreases their quoted prices.

4. Bid is received in incomplete form.
5. Bid is received after due date and time.
6. Bid is not accompanied by all requisite supporting documents.
7. Information submitted in Technical-Qualification Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
8. The Selected Bidder fails to enter a contract within stipulated time from the date of notice of award of contract or within such extended period, as fixed by MFSCDC LTD.
9. Awardees of the contract have given the letter of acceptance of the contract with his conditions.
10. Non-fulfilling of any condition/term by Bidder.

3.39 Tendering Under Different Names

1. Firms with common partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not submit multiple bids/ tenders separately.
2. If it is found that firms have tendered separately under different names for the same Contract, all such tender(s) shall stand rejected and tender deposit of each such firm /establishment shall be forfeited. In addition, such firms / establishments shall be liable, at the direction of the MFSCDC LTD., for further penal action including blacklisting.
3. If after the Award of Contract, it is found that the Selected Bidder has violated terms and conditions of this RFP, the contract shall be liable for cancellation at any time in addition to penal action against the related firms / establishments.

3.40 Deviation

1. If any deviations are suggested by the bidders from the contract and/or technical specifications for the bus/es, MFSCDC LTD. shall determine whether any deviation suggested represents a material deviation.
2. "Deviation" generally may include (proposed) exceptions, exclusions, qualifications, conditions, stated assumptions and alternative proposals not solicited. A "material deviation or reservation" is one which adversely affects in any way the scope, quality, performance or administration of the (proposed) contract, and/or which limits in any substantive way, MFSCDC LTD.'s rights or the bidder's obligations under the contract, and the acceptance of which would affect unfairly the competitive position of other bidders presenting responsive and eligible bids at reasonable prices.
3. Bidders must ensure that their offers do not represent any "material deviation or reservation" from the contract or technical specifications in order to be technically qualified and eligible to have their price bid opened. Bids found inconsistent with the terms and conditions and/ or specifications of this RFP document and bids containing material deviations are liable for rejection. The decision of MFSCDC LTD. in this regard, shall be final and binding.
4. The bidders shall indicate no-deviation from the "Technical Specifications" prescribed in the RFP.
5. Any bid deviations and other factors, which are in excess of requirements of bid documents or otherwise result in accrual of unsolicited benefits to MFSCDC LTD., shall not be taken into account in bid evaluation.
6. Bidder shall confirm the Delivery Schedule of the bus/es as specified in this RFP.
7. Bidder are required to indicate any deviations, on delivery basis about time period. If required MFSCDC LTD., may revise the delivery schedule with mutual consultation with the Bidder in case of the bid of the Selected Bidder consist of any deviations, which are not material deviations. MFSCDC LTD. shall have right to accept or reject the deviation in delivery schedule as provided in

the RFP document. The revised delivery schedule, if any, shall be part of the contract that shall eventually be signed between MFSCDC LTD. and the selected Bidder. (“Contracted Delivery Schedule”).

8. Failure to comply with the contracted delivery schedule may attract pre-estimated liquidated damages, risk purchase and other provisions of the contract.
9. Notwithstanding the above, in case of the causes of delay in supply of bus/es at any stage of the contracted delivery schedule attributable to MFSCDC LTD., the contracted delivery schedule shall be amended accordingly from the immediate stage of the delivery schedule. However, if the delays are attributed to the bidders, same shall be penalized as per the key performance indicators or any such other penalty related to delivery schedule bus as mentioned in this RFP.

4. Scope of Work

- a. MFSCDC LTD. intends to use Electric Bus for its operations in film city premises for promoting clean and green shared mobility through appointment of agency for supply, and maintenance of Electric Bus. For this purpose, Request for Proposal (RFP) is being published for inviting proposals for “Purchase of 1 Nos 9 Meter Non - AC Electric Bus from Original Equipment Manufacturer/ Authorized Dealer and setup of Electrical and Civil Infrastructure Development with Maintenance for 10 Years on Outright purchase Basis by Maharashtra Film, Stage & Cultural Development Corporation Ltd.”.
- b. MFSCDC LTD. in near future may intend for making the purchase of 1 additional Electric Bus with the same specifications and same cost finalised w.r.t. this RFP. The price shall remain valid for a period of 6 months from the date of issuance of LOA/WO or as mutually agreed with the selected bidder.
- c. The 9-metre bus must have the capacity to run minimum 180 km in single charge with 80 % SOC throughout the contract period, considering traffic congestion.
- d. The Selected Bidder shall provide the charger while MFSCDC LTD. is procuring the bus(s).
- e. The Selected Bidder shall establish complete charging Infrastructure including Electric substation / Transformer and charging infrastructure (fast charging facility) and allied Civil Infrastructure at the site identified by the Authority along with AMC for 10 years.
- f. Prospective Bidders are advised to read the RFP thoroughly as any items, provisions or stipulations may influence his costs, revenues, and risks and hence may affect his bidding. Prospective bidders are advised to seek any clarification in this regard, if necessary. MFSCDC LTD. shall not be liable for omission of any scope under this project or any unforeseen expenses that the prospective bidders might have to incur.

4.1 Detailed Scope of the Selected Bidder broadly includes

1. Supply 1 Nos. (**9 Meter**) new Non - AC Electric bus as per list mentioned in **Annexure-K** to MFSCDC LTD., registered in the state of Maharashtra, conforming to the Specifications and Standards set forth in **Annexure G** and in accordance with the provisions of the RFP.
2. Set up the charging infrastructure and charging station at the location identified by Authority.
3. Maintenance shall be conducted during non-operating hours. Bus shall be made available for operation.
4. Carryout preventive and breakdown maintenance of bus/es.
5. Replacement of batteries as and when required during the counter period.
6. **Range in Single Charge-** Selected Bidder should understand that the range in kilometre is highly critical in the service operation and hence Bidder have to assure that the bus with full payload will run for **180 km in single charge on status with 80 % SOC throughout the contract period** considering traffic congestion. To this effect they have to submit an undertaking that the battery powered electrical bus/es offered in this tender will have the capacity to run for 180 km for 9 m bus with 80% SOC in single charging.
7. Share compulsorily the technical specification of the Electric bus offered in the tender with MFSCDC LTD.
8. Provide required training to their driver provided by MFSCDC LTD. to equip them for operating/driving the Electric Bus(es) at the desired level of proficiency
9. Engage and deploy trained professionals for the purposes of maintenance of the procured Bus (including its spares) as well as civil and electrical infrastructure at its own cost and expense.

10. Install AIS-140 compliant device (or any amendments to the same thereof) such as VTD, CCTV, Panic Button etc. The cost and maintenance for the same shall be borne by the selected Bidder. MFSCDC LTD. officials shall have the right inspect the installed equipment in the contracted bus/es at the site at any time during maintenance hours without any notice in this regard.
11. **Bus may be subject to periodic inspection by third party, checking every 2 years/ or as and when required.**
12. Selected Bidder to provide bus & infrastructure maintenance reports at the end of each calendar month as directed by MFSCDC LTD.
13. The MFSCDC LTD. Bus/es operation hours shall be from 7:00 am to 11:00pm.
14. Sub-contracting specific tasks shall be limited to maintenance to experienced/ qualified subcontractors and shall be permitted based on prior intimation to Authority.
15. Selected Bidder shall setup maintenance unit on Site as confirmed by MSFCDC authority.

4.2 Key Terms

1. The Selected Bidder shall bear the entire capital and maintenance cost of the Electric bus project.
2. MFSCDCL LTD shall have the sole ownership of the Electric bus/es
3. Passenger safety and convenience should not be compromised based on the safety equipment's VTD, CCTV, Panic Button etc.
4. The Selected Bidder will support the supply and maintenance of the Bus including battery charging, maintenance/replacement in all respects throughout the Agreement Period. It will make it appropriately trained and qualified technical staff available for any solutions, challenges and fine tuning.

4.3 Responsibilities of the Selected Bidder

1. Inspect the procured bus daily as a part of daily maintenance ensure mechanical/electrical fitness of the procured bus.
2. Provide bus daily in full working condition.
3. Extend all possible cooperation to MFSCDCL LTD. to carry out the contract smoothly for its full period.
4. Take full responsibility for maintenance of the procured bus/es, including but not limited to preventive maintenance schedule, breakdown maintenance, repair / reconditioning / replacement of parts and aggregates, minor and major body repair including refurbishing and accident repair whenever necessary.
5. Repair / replacement / maintenance of tyres and batteries of the procured bus/es.
6. Ensure proper up-keeping, including but not limited to washing, cleaning, denting / painting of the procured bus/es.
7. Deploy adequately trained technicians and supervisory staff to ensure quality in maintenance of the procured bus/es.
8. Keep the bus/es road worthy and clean as mentioned in Chapter-vii of the Motor Vehicle Act, 1988 and Rules made there under, from time to time.
9. The Selected Bidder shall produce the vehicle for inspection at the time of deployment and also subsequently whenever required.
10. Maintain adequate inventory of material / parts to avoid any delay in the timely maintenance of the procured bus.
11. Maintain record of all activities carried out in the workshop during the maintenance of the procured bus and chargers.

12. Be responsible and liable for compliance with all applicable laws, including labour and local laws, pertaining to its staff. The Selected Bidder must agree to abide by any other new requirement introduced by the Government and Corporation from time to time.
13. Provide all equipment required for charging and any related installation.
14. Accept the terms and conditions by the Corporation including service level agreement, penalty, payment terms etc.
15. Survey of the Site to be done by Selected Bidder at their own cost.
16. Maintain 100% fleet availability in every year for 365 days
17. Statutory Compliance: The Selected Bidder shall obtain himself, at his own expense, all the latest Specifications required for design, manufacture, and provide Bus/es in accordance with contract terms. The Selected Bidder shall be required to comply with all the provisions of the Central Motor Vehicle Act 1989 (CMVR), Motor Vehicle Rules 1988 (MVA) and KMV Rules 1989, AIS: 052 & AIS: 153 Bus body code and AIS:140 along with all amendments therein and other Statutory and legal requirement as applicable on the date of delivery / registration of Bus/es.
18. Colour Scheme: The Colour shade for interior and exterior, logo, graphics, information details etc. must be confirmed from MFSCDC LTD. The same shall be incorporated and shall be approved by MFSCDC LTD.
19. Demonstration/Proto Inspection of Bus: The Selected Bidder has to arrange the demonstration of a fully built bus with all facilities as mentioned in the tender before the officers of MFSCDC LTD. to ascertain its conformability to specifications features, facilities, dimensions etc.
20. Universal CC2.0 Charger for charging electric bus/es to be provided by the bidder.

4.4 Prototype Inspection and Supply

1. The Selected Bidder shall, from the date of signing of agreement, provide to the Authority copies of the Designs and Drawings of the Prototypes as well as charging infrastructure at Site. The Selected Bidder shall also share homologation certificate and any propriety information forming part of Designs and Drawings of the Prototype.
2. The Authority shall depute a expert for undertaking a review of the Designs and Drawings and for submitting a report (the “Design Report”) to the Authority within 5 (five) days from the date of receiving the Designs and Drawings. The Authority shall review and/or comment on the same.
3. Pursuant to the Design Report or otherwise, the selected Bidder shall carry out such modifications in the designs as may be necessary for conforming with the Specifications and Standards.
4. The Selected Bidder shall submit Bus specifications as per format asked. It shall also provide Bus Type Approval certificate by i.e. 9 meter Type I certification of offered model, from authorized test agencies as per CMVR Rule 126 from Institutions such as Automotive Research Association of India (ARAI), Central Institute of Road Transport (CIRT) etc. at the time of prototype inspection. Additionally, it shall also provide any certification that it has obtained for its vehicles or parts tested at reputed institutes like CIRT or ARAI or any other Govt. recognized/reputed Institute/Laboratory.
5. The supply of Bus/es by selected Bidder shall be subject to prototype approval by the third-party agency authorized by MFSCDC LTD. All inspection of bus/es and prototype inspection charges and related expenses shall be borne by the selected Bidder. Prototype inspection of the bus/es to be carried out before the delivery of the bus.
6. The Selected Bidder shall, no later than 15 days from the Date of Signing of Agreement, produce a Prototype and demonstrate to the Authority, tests and trials to be conducted in accordance.

4.5 Quality Assurance

1. OEM shall submit all designs and drawings of bus/es with specification for review to MFSCDC LTD.

2. OEM shall use materials including fasteners conforming to relevant Indian/ International standards and shall get the same pre-tested before use, meeting requirements of all the specified parameters to ensure quality of the material specified.
3. Completed bus shall be subjected to water leakage test conforming to BIS: 11865-1986 or latest.
4. The inflammable items used in the bus shall be tested as per IS: 15061 and all type of fuses shall be tested as per AIS 028 up to 25 Amp and fuses of higher ratings as per relevant standard.

4.6 Insurance

1. The Selected Bidder shall be liable to pay transportation including transit insurance, RTO registration charges and insurance charges at the time of Bus registration (i.e for 1 year) in the name of MFSCDCL and thereafter, handover the details & documents to MFSCDCL. The Selected Bidder shall ensure the insurance of covering third party risk, passenger & other property damage including bus. The Insurance shall be renewed by MFSCDCL from the next year.
2. The Selected Bidder shall include Insurance for Electrical & Civil Infrastructure for the entire project period as part of their maintenance.
3. The Selected Bidder will have to submit the status report of the accident to the concerned Dy. Engineer, Electrical Department, MFSCDC LTD.

4.7 Handover of Parking Space and Bus Site Space

1. For the purposes of maintenance, of Bus, MFSCDC LTD. shall provide space (as per availability).
2. Selected Bidder shall only have a limited right of way and right to use the space/plots, in the manner authorized by MFSCDC LTD.
3. Selected Bidder shall at his own cost and expenses bring any such moveable equipment and/or machinery and appoint skilled personnel and supervisor for regular upkeep, maintenance, cleaning and safekeeping of the bus.
4. Any immovable infrastructure which is constructed by the selected Bidder on the plots allocated by MFSCDC LTD., the selected bidder shall remove the same without damaging the plots and handover the plot in original condition at the time of termination/completion of the contract unless if otherwise so directed and advised in writing by MFSCDC LTD. Further the Successful Bidder shall forthwith on termination/ completion of contract remove its employees from the said plot.
5. MFSCDC LTD. will have free access to the maintenance space at site at all times to inspect and to investigate any matter within their authority, and upon reasonable notice, the selected Bidder shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.
6. The selected bidder shall not have any right to display advertisement in the plots/maintenance spaces or any part thereof.
7. The selected Bidder shall at its own cost and expense maintain the area of the space provided to it under the terms of the Agreement and the terms contained therein in good working condition; Not cause any damage in the area of the plots, provided to it under the terms of the agreement and the terms contained herein or do any act which will in any way be prejudicial to the rights of MFSCDC LTD. Undertaking or other users/occupants of the same.
8. The selected Bidder shall not sublicense or sublet the whole or any part of maintenance space as handed over by MFSCDC LTD.
9. Utilities will be provided like water & electricity at sites will be provided by MFSCDCL LTD.
10. The Selected Bidder shall also be responsible for proper, peaceful and clean upkeep of the maintenance yard and also for the periodic maintenance of the yard surface allotted to it and shall ensure that adjoining areas are not littered by it or its employees.

11. The spaces allocated are to be exclusively used for maintenance Bus only, which are the subject matter of the Tender/Agreement.
12. If the Contract is terminated for any reason except on completion of contract period, any immovable infrastructure which is constructed by the Selected Bidder at the space, successful bidder should remove the same (without damage to the space) and handover the site in original condition or as directed by MFSCDC LTD.

4.8 Civil and Electrical Infrastructure

1. The site for the Maintenance of Bus shall comprise spaces as allocated by MFSCDC Ltd. and in respect of which Right of Way shall be provided and granted by the Authority to the Selected Bidder as a licensee under and in accordance with RFP. For the avoidance of doubt, it is hereby acknowledged and agreed that references to the site shall be construed as references to the Civil and Electrical Infrastructure, if required for the Maintenance Site [Civil and Electrical Infrastructure Development, if required shall be for the sole purpose of project execution and shall not include commercialization of developed property either by self or through outsourcing via third-party vendors].
2. The Selected Bidder shall be responsible for maintenance of the bus/es and charging infrastructure in order to keep them in good working condition. The expenditure relating to maintenance and upkeep of the bus charging infrastructure to be borne by the bidder and paid by MFSCDC Ltd on a quarterly basis.
3. Land for Charging, and Bus Maintenance Spaces will be provided at site which can be increased if required. **MFSCDC LTD. will make power supply line available at designated site as required.**
4. Selected Bidder will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance.
5. Bidder will present the best solution in terms of bus, capacity of batteries, charging infrastructure required, charging time etc. looking to the operational requirements of the Authority.
6. Selected Bidder to develop Charging infrastructure including Supply, Install, Erection and Maintenance of Transformers and all Necessary Electrical systems, sub-systems, accessories and parts as required for charging Infrastructure. Provide 1 DC Charger and maintain complete charging infrastructure including civil infrastructure for undertaking preventive and breakdown maintenance.
7. Charging stations to be constructed at site allocated by MFSCDC Ltd.
8. After completion of Contract Period, the electrical infrastructure established at site for charging of Electric Bus/es such as Transformers, necessary Electrical systems, subsystems etc. will become the property of the Authority solely for its further usage.
9. Selected Bidder will not have any rights on the infrastructure after completion of Contract Period. Similarly, all the Civil Infrastructure established will also become the property of the Authority solely for its further usage and the agency will not have any rights on civil Infrastructure. The ownership of the civil and electrical infrastructure created at site shall suo moto get transferred to the Authority. Selected Bidder shall handover all the above facilities at the end of the contract period, unless or otherwise specified. In case MFSCDC LTD. asks to dismantle the all the immovable constructions be it civil or electrical, at the end of contract period/termination, the selected Bidder shall do so at its own cost.
10. For fulfilment of the project, if the project demands constructions, then for such constructions prior approval needs to be taken by the Selected Bidder from MFSCDC LTD. and the expenses related to such constructions will be borne by the Selected Bidder.

4.9 Statutory Requirement

1. Bus design shall meet all statutory requirements in respect of each and every item of the bus. OEM shall obtain type approval certificates etc. for bus & any other items from testing agencies authorised under CMVR.
2. While registering the bus, Vehicle manufacturers & authority shall jointly examine the bus prior to registration. The registration of such a vehicle would be done only after signing the report jointly by all concerned along with the authority.
3. The Selected Bidder shall note that the bus/es manufactured and supplied to MFSCDC LTD. shall contain zero defects. In case any defects/ deficiencies/ discrepancies are brought to the notice of the bus manufacturer during inspection, the same shall be immediately removed before delivery clearance is given by MFSCDC LTD.
4. The supplier shall be solely responsible for any mishap arising out of supply of defective bus/es and shall be liable for levy of damages/ compensation for the damages caused and the same shall be recovered from the outstanding payments/ performance security etc.
5. Supplier shall submit detailed specs of offered bus against each item/ parameter, ensuring that offered bus specs fulfil and or exceed all requirements as mentioned in RFP.

4.10 Responsibilities of MFSCDC LTD.

1. Provide input electricity (11/22/33 KVA or suitable power supply line available at designated site) and water connection at the locations, wherever available and feasible.
2. Provide operational and traffic schedule so that the selected bidder can plan its maintenance accordingly.
3. Finalize paint scheme/ graphics of the bus/es along with branding of fleet, if considered necessary.
4. Make requisite inspection of the quality, paint graphics and optional fitment as instructed by MFSCDC LTD. of the Bus/es before dispatch, if considered necessary.
5. MFSCDC LTD. will procure requisite permits and pay road taxes and any other applicable taxes. MFSCDC Ltd. shall procure valid pollution and insurance certificate for its bus/es from time to time.
6. Execute maintenance site License Agreement along with Signing of Contract.
7. Issue operating instructions and any other advisory instructions from time to time to the selected bidder.

4.11 Breakdown of Bus/es

The Selected Bidder will be liable to penalties related to Breakdown as specified in this RFP. The selected bidder shall repair the bus within 7 days from the date of reporting of incident failing with penalties will be imposed as per the SLA clause 4.19

4.12 Maintenance of bus and charging & civil infrastructure

1. Selected Bidder shall be responsible for maintenance of the bus/es and charging infrastructure in order to keep them in good working condition and to ensure safety of the passengers. The expenditure relating to maintenance and upkeep of the bus, charging infrastructure and operational cost such as tires, spares, lubricants, cleaners etc., to be borne by the bidder.
2. Selected Bidder shall engage and deploy trained professionals for the purposes of maintenance of the Procured Bus/es at its own cost and expense. Selected Bidder should maintain the infrastructure and manpower required for the maintenance of the bus/es at their own cost.
3. Selected Bidder shall provide support and maintenance plan, and monthly maintenance checklist.
4. Scheduled maintenance should be Time bound (Bi-Monthly, Forty-Five days, Half-yearly, Biennial and Periodic).

5. It will be the responsibility of Selected Bidder to maintain the battery conditions for bus/es for smooth operations at MFSCDC LTD. without any hindrance throughout the contract period. In case Selected Bidder fails to maintain battery condition to fulfil the range of operation throughout the contract period, then MFSCDC LTD. may invoke termination clause.
6. All electric bus/es shall have to be mandatorily refurbished post completion of six years of operation.
7. If any parts, repairs or maintenance are required for a Bus due to a negligent act or omission of the Selected Bidder, the selected Bidder shall provide the necessary parts, repairs or maintenance at its own cost, as soon as practicable after it is notified of the need for the parts, repairs or maintenance.
8. The Selected Bidder has to achieve SLA as specified in RFP, failing which appropriate penalty will be levied.

4.13 Guarantee / Warranty Period

1. The vehicle warranty (all bus components including battery, charging cords, charging infrastructure) to be provided.
2. The Bidder warrants that the Bus/es shall:
 - a. comply with all Industry Standards and Legal Requirements
 - b. be suitable in all respects for the purpose for which equipment of the same kind are commonly supplied
 - c. be of merchantable quality and free from any defect
3. Selected Bidder shall attend to all failures of any parts, by replacement/ repair of the defective parts (hardware/ software) free of cost to the required location during the guarantee / warranty period.
4. In the event of any defect or deficiency being noticed in the functions of the system, which is attributable to the defective materials, design or workmanship, during the guarantee/warranty period, the selected Bidder shall make good the same at his cost.
5. A copy of necessary 'Operation and Maintenance Manual', 'Spare Parts Catalogue', trouble-shooting guide etc. should be supplied to MFSCDC LTD. along with the system at no extra cost.
6. Selected Bidder shall give unconditional Guarantee for Operation of Minimum of 180 km for 9m bus with 80% SOC in a single charge. Further all defunct parts such as all bus components including battery, charging cords, charging infrastructure etc. shall have to be replaced/ repaired in order to provide uninterrupted service as mentioned in the RFP.

4.14 Project Timelines

1. The expected timeframe for completion of prototype inspection shall be 15 days from date of signing of agreement. Delivery of Electric bus/es should be completed within 30 days from the Date of prototype inspection.

T = Date of Signing of Contract

Sr. No.	Milestone	Deliverables	Timelines
1.	Inspection of prototype of 9 M Non - AC Electric Bus	<ul style="list-style-type: none"> • Share the technical specification of the Electric bus • Designs and Drawings copies of the Prototypes • Design Report from MFSCDC LTD. expert 	T + 15 Days
2.	Delivery of 1 Nos. 9	<ul style="list-style-type: none"> • Supply of 1 Nos. of 9 M Non - AC Electric 	T + 30 Days

Sr. No.	Milestone	Deliverables	Timelines
	M Non - AC Electric Bus	Bus upon confirmation of Prototype <ul style="list-style-type: none"> • Acceptance Certificate from the MFSCDC LTD. • Supply copy of necessary 'Operation and Maintenance Manual', 'Spare Parts Catalogue', trouble-shooting guide etc. at the site • Submission of Valid Vehicle Insurance, Certificate of Fitness from RTO and Tax paid Documents • Provide required training to MFSCDC LTD. designated staff for operating/drive the Electric Bus/es. 	
3.	Setting up of Charging Infra Station along with installation of 1 DC charger	<ul style="list-style-type: none"> • Setting up of Charging Infra Station along with installation of 1 DC charger at designated Site by MFSCDC LTD. 	T + 30 Days
4.	Maintenance for 10 Years and allied Electrical and Civil Infrastructure Development	<ul style="list-style-type: none"> • Set up the charging infrastructure and charging stations at MFSCDC LTD. provided locations • Bidder to set up maintenance facility on the Site • Deploy adequately trained technicians and supervisory staff to ensure quality in maintenance • Provide all equipment required for charging and any related installation • Carryout preventive and breakdown maintenance of bus/es • Bidder to provide regular reports pertaining to maintenance at the end of each calendar month 	(T + 30 Days) + 120 Months

2. After delivery of allotted bus/es, Selected Bidder shall maintain the bus/es for the entire contact period.
3. Bus submission for prototype inspection shall have to be done by Selected Bidder within 15 days from the date of acceptance of signing agreement failing which penalty of INR 1,000 per day will be levied for next 1 (one) month. After 1 (one) month of grace period, the contract may be terminated,

and security deposit of the selected bidder will be forfeited. Any grace period, if given in days/months shall accordingly shift the delivery schedule by proportionate days/months. Penalty levied for failure of submission of prototype will be recovered from security deposit submitted, which shall not exceed 10% (ten per cent) of the Performance Security. In such case the selected bidder will have to recoup the security deposit amount within 10 days.

4. As per the terms of RFP terms and conditions, the selected bidder has to setup Charging Infra Station along with installation of 1 DC charger and then supply 1 bus within 30 days from the date of prototype inspection. In case the selected Bidder failing to deliver the Bus/es as per the delivery schedule, penalty of Rs. 1,000/- per bus, per day will be levied. Failing which it shall be considered breach of contract and MFSCDC LTD. may terminate the contract. The same has been explained in clause 4.19 (SLA Table)

Note:

- MFSCDC LTD. in near future may purchase 1 additional Electric Bus with the same specifications and same cost finalized w.r.t. this RFP. The price shall remain valid for a period of 6 months from the date of issuance of LOA/WO or as mutually agreed with the selected bidder.
- MFSCDC LTD. reserves the right to reject the Bus/es as provided by the Selected Bidder if they do not match the specifications as stated herein. In such a case, the Selected Bidder will have to provide a satisfactory replacement / change for the same at no extra cost to MFSCDC LTD.

4.15 Payment

1. The Selected Bidder shall submit an invoice in respect of the Bus procurement and maintenance of the bus put forth for each Bus on last day of each quarter.
2. The Authority shall within a period of 7 (seven) working days from receipt of the invoice, shall **release 90% of the total invoice amount. The remaining 10% amount shall be disbursed within 15 (fifteen) working days from raising invoice subject to verification of the invoice against the records that it has in relation to the Bus Service, make the payments.** All payments shall be made by the Authority to the Selected Bidder after making any tax deductions at source under Applicable Law.
3. If a bus is not operational or has breakdown, payment shall be made for all the fully completed day trips only, payment shall not be made for rest of the days of month. It shall be applicable for penalty as per **Clause 4.19 Service Level Agreement (SLAs)**

4.16 Payment Terms

1. No advance payment shall be made.
2. The Selected Bidder request for payment shall be made to MFSCDC LTD. by raising an invoice describing the Services performed, and upon fulfilment of other obligations under the contract.
3. The Selected Bidder shall submit invoice in respect of the operations on last day of every quarter.
4. The Selected Bidder shall submit the invoices for each quarter on the first day after completion of each quarter. Authority (MFSCDC LTD., Head Office) will release **100% of payment within 7 (seven) working days from the date of submission of invoice after thorough scrutiny of bills and deductions of penalty, if any.** All payments shall be made by the Authority to the Operator after making applicable tax deductions at source under Applicable Law.
5. Payment shall be made only after proper scrutiny of invoices. The bill must be accompanied with following documents Signed.

6. Payment shall be made in Indian Rupees by Cheque drawn on nationalized Bank / RTGS in the name of Selected Bidder. (as per the norms of RBI guidelines)
7. No payment will be made to third parties.

4.17 Revision of Fee

There shall be no revision in fees, unless there is a change in Govt. law. Revision in fees is only applicable to AMC

4.18 Advertisement on the Bus/es

1. Subject to Applicable Law, the Authority may display advertisements on the Bus/es.
2. The advertisements on the Bus/es and Maintenance Unit shall be in accordance with any instructions issued by the Authority in regard thereto, and provisions of Applicable Laws. Any revenue generated through advertisement shall exclusively remain with MFSCDC LTD. and the same shall not be share with the selected bidder.

4.19 Service Level Agreement (SLAs)

1. The selected Bidder of vehicle manufacturer or authorised dealer shall supply and maintain 1 Non - Air-conditioned Bus/es of 9 m length for Bus Operations of Corporation. The agency must provide the road worthy bus/es to the Corporation in stipulated time failing which the penalty will be imposed by the Corporation. The penalty amount shall be equivalent to the per day per bus amount.
2. After one month, MFSCDC LTD. reserves the right to cancel the order and terminate the contract and recoveries, if any, will be made from Selected Bidder's Performance Security.
3. Penalty amount will be deducted from the bills payable to vendor or Performance Security or both.
4. If the amount is deducted from the Performance Security, the Selected Bidder will have to recoup the amount so recovered within 10 days.
5. The discretion to waive the penalty, if informed and found justifiable, will be with Hon'ble Managing Director.
6. The following Key Performance Indicators shall be used to monitor the performance of the Service Provider / Selected bidder daily basis which would aggregated to the total performance in a month.

Table 2: SLA

Sl. no	Parameter	Norm / Standard	Penalty / remarks, if any
1.	Failure to supply bus/es		The selected Bidder has to supply 1 bus within 30 days from the date of prototype inspection, failing which it shall be considered breach of contract and MFSCDC LTD. may terminate the contract and penalty of INR 1,000 per bus per day will be levied for delay in delivery of bus/es.
2.	Failure to supply the charging infrastructure		The selected Bidder has to setup Charging Infra Station along with installation of 1 DC charger within 30 days

Sl. no	Parameter	Norm / Standard	Penalty / remarks, if any
			from the date of prototype inspection, failing which it shall be considered breach of contract and MFSCDC LTD. may terminate the contract and penalty of INR 1,000 per bus per day will be levied.
3.	Break- down of Procured Bus/es calculated in terms of number of break downs	NIL (Zero)	Penalty INR 2,000 for every break down. <i>Breakdown means the mechanical failure of a bus and that prevents the bus from being in operation or impedes the operation so much that it is impossible or dangerous to operate.</i>
4.	Break- down charging infrastructure calculated in terms of number of break downs	NIL (Zero)	Penalty INR 5,000 for every break down.
5.	Functioning of all necessary equipment of the Procured Bus/es at the time of departure from the workshop.	MFSCDC LTD. will have the right to inspect the Procured Bus/es at the time of departure from the workshop or bus stand to ensure cleanliness- inside & outside, proper functioning of ITS equipment, PIS board, door functioning for safety purpose, functioning of wiping system and lightings etc.	In all cases of minor defects (non-functioning of charging points, PIS Boards, ITS equipment broken passenger seats etc.) where the MFSCDC LTD. considered it appropriate to send the bus on schedule, the penalty shall be INR 1000 per bus (even for one or more shortcoming) shall be levied.

- If the penalty for any three consecutive months is greater than equal to 3% of quarterly billing amount, the penalty shall be capped at 3% of the quarterly billing amount and the penalty slab will change to 5% of the quarterly billing amount for the succeeding quarters(s); after falling into the penalty bracket of 5% of quarterly billing amount, the penalty shall be capped at 5% for penalties greater than equal to 5% of quarterly billing amount. However, for penalties less than 5% of total billing amount, penalties will be paid as per actuals. The selected Bidder need to ensure penalties less than 3% of the monthly billing amount for three consecutive quarterly to fall back into the previous 3% slab bracket. (3% of total billing amount)
- MFSCDC LTD. would have right to invoke termination of the contract if the penalty applicable consistently remains greater than equal to 5% of the quarterly billing amount for three (3) consecutive quarterly. Total penalty shall be capped at 3% Total project cost, reaching which will lead to breach of contract and termination of the engagement.
- There shall be no capping of penalty amount for failure to supply bus/es. It shall be over and above the quarterly capping (of billed amount).

- All those days when there is Breakdown / non-availability of bus, payment will be done only for the operated days of bus.
- Further, reconciliation of above-mentioned SLA parameters will be done at the end of every year as per the mentioned norms/standards

4.20 Handling of Bidder Grievances/Dispute Resolution

1. To look after the grievances of the Bidder, MFSCDC LTD. shall form a Committee comprising of:
 - Committee- Joint Managing Director, Financial Adviser & Chief Accounts Officer, Chief Administrative Officer, Deputy Engineer, Jr. Engineer
2. All grievances, clarifications shall be addressed to Committee first.
3. In case no satisfactory resolution is received by the Selected Bidder through the Committee, the matter shall be taken up with Hon'ble MD, MFSCDC LTD. The decision of Hon'ble Managing Director in this regard shall be final and binding.

4.21 Exit Management

1. Exit Management process will be initiated 6 months before the ending of the project contract. In order to align both the parties on transition modalities, the Bidder will submit a detailed Exit Management Plan before 6 months of the ending date of the contract. Exit Management Plan will include following but not limited to:
2. Handover of all Civil & Electrical Infrastructure to MFSCDC LTD. in working conditions. Handover of site space created for maintenance activities. Ensuring proper working conditions of all Electrical and Plumbing Fixtures to the Selected Bidder.

5. General Conditions of Contract

5.1 General Guidelines

1. The system of recording, measurements and payments will be based on the MFSCDC LTD. in vogue.
2. It is presumed that the Bidder has carefully studied standard, specification of the individual items and all condition before estimated rates are quoted by him.
3. Special provisions in the detailed specifications or wording of any item shall give precedence over the corresponding contract provisions, if any. In case of any contradictions in the specifications, the interpretation and decision of the Hon. MD shall be final and binding.
4. If the Bidder has any doubts, whatsoever, as to the contents of the contract he is deemed to have in good time i.e. before submitting his tender, get his doubts clarified authoritatively from the Contact Person in writing. Once the tender is submitted by Bidder, the matter will be decided according to the tender stipulations.
5. No extra claims shall be accepted as regards specifications, infrastructure, royalties etc.

5.2 Interpretation

In this RFP unless a contrary intention is evident:

1. The clause headings are for convenient reference only
2. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time
3. A word in the singular includes the plural and a word in the plural includes the singular
4. A word importing a gender includes any other gender

5. A reference to a person includes a partnership and a body corporate
6. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

5.3 Key Performance Measurements

1. Unless specified by the Authority to the contrary, the Bidder shall implement the infrastructure, perform the Services and carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Service Level Agreement.
2. The Authority reserves the right to amend any of the terms and conditions in relation to the Contract / Services and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

5.4 Commencement & Progress

The Selected Bidder shall commence the performance of its obligations in a manner as specified in the Scope of Work.

1. The Selected Bidder shall proceed to carry out the activities/ services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
2. The Selected Bidder shall be responsible for and shall ensure that all activities/ services are performed in accordance with the Contract, Scope of Work and complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
3. The Selected Bidder shall perform the activities/ services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Selected Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Employer and shall, at all times, support and safeguard the Employer's legitimate interests.

5.5 Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Neither Party shall publish nor permit to publish either along with or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party.

5.6 Confidentiality

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

5.7 Ethics

Bidder shall give no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or Board, or its nominated agencies in connection with this RFP and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Employer standard policies and may result in cancellation of award of contract.

5.8 Authority's Obligations

1. Authority nominated representative shall act as the nodal point for implementation of the Contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Selected Bidder.
2. Authority shall ensure that timely approval is provided to the Selected Bidder as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.
3. Authority's Representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Employer shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Employer is proper and necessary.
4. Authority may provide on Selected Bidder' request, particulars/information/ or documentation that may be required by the Selected Bidder for proper planning and execution of work and for providing services covered under this contract
5. Authority may provide to the Selected Bidder, sitting space and basic infrastructure at their office location.

5.9 Events of default by the Selected Bidder

The failure on the part of the Selected Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Selected Bidder. The events of default as mentioned above may include inter-alia the following:

1. The Selected Bidder's Team has failed to perform any instructions or directives issued by the MFSCDC LTD. which it deems proper and necessary to execute the scope of work or provide services under the Contract, or.
2. The Selected Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Selected Bidder has fallen short of matching such standards / benchmarks / targets as the MFSCDC LTD. may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of the Selected Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Employer;
3. The Selected Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the MFSCDC LTD., despite being served with a default notice which laid down the specific deviance on the part of the Selected Bidder's Team to comply with any stipulations or standards as laid down by the MFSCDC LTD.; or
4. The Selected Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the MFSCDC LTD. during the term of this Contract and which the MFSCDC LTD. deems proper and necessary for the execution of the scope of work under this Contract.

5. The Selected Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of the RFP.
6. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Selected Bidder.
7. The Selected Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
8. The Selected Bidder's team are involved in fraud/wilful misconduct.
9. Where there has been an occurrence of such defaults inter alia as stated above, the MFSCDC LTD. shall issue a notice of default to the Selected Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
10. Where despite the issuance of a default notice to the Selected Bidder by the MFSCDC LTD. the Selected Bidder fails to remedy the default to the satisfaction of the Selected Bidder, the MFSCDC LTD. may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the MFSCDC LTD.

5.10 Consequences of Default

Where an Event of Default subsists or remains uncured the MFSCDC LTD. shall be entitled to:

1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Selected Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Bidder as agreed mutually by the MFSCDC LTD. and Selected Bidder or through a third party acceptable to both parties. The Selected Bidder shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all payments to the Bidder under the Contract by a written notice of suspension to the Bidder, provided that such notice of suspension:
 - a. Shall specify the nature of the failure; and
 - b. Shall request the Selected Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Selected Bidder.

5.11 Audit, Access and Reporting

1. Purpose

- a. This section details the audit, access, and reporting rights of the MFSCDC LTD. and the respective obligations of Selected Bidder under the contractual terms of Project Implementation, Operation and SLA Management.
- b. The MFSCDC LTD. shall engage a suitable, neutral and technically competent third-party agency or agencies for conducting audit and certification, from time to time.
- c. The Selected Bidder being notified of any deviations from the agencies nominated by the MFSCDC LTD. regarding deviations from norms, standards or guidelines shall at the earliest instance, take all corrective measures required in least possible time.

2. Notice and Timing

- a. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Contract Period in accordance with such agreed timetable and shall not be required to give the Bidder any further notice of carrying out such audits.
- b. The MFSCDC LTD. or its nominated agencies may conduct non-timetabled audits at its own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the Selected Bidder, a security violation, or breach of

confidentiality obligations by the Selected Bidder, provided that the requirement for such an audit is notified in writing to the Selected Bidder a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and the alleged facts on which the requirement is based. If the Selected Bidder considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure.

- c. The frequency of audits shall be decided by the MFSCDC LTD.
- d. In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the contract, the Selected Bidder will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artefacts of the Project as required by them and approved by MFSCDC LTD., in writing.
- e. The audit and access rights contained shall survive the termination or expiration of the Agreement.

3. Access

- a. The Selected Bidder shall provide the MFSCDC LTD. access to documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.
- b. The MFSCDC LTD. shall have the right to copy and retain copies of any relevant records. The Selected Bidder shall co-operate with the MFSCDC LTD. in effecting the audits and providing necessary information.

5.12 Ownership

1. The Bus/es remain the property of the MFSCDC LTD. throughout the Tenure. The Authority has the right to exclusive use of the Bus/es during the Tenure.
2. The Selected Bidder agrees that the Bus/es will be operated by the Bidder during the Tenure as part of the Electric Bus Programme.
3. The Selected Bidder must not create or allow an encumbrance over any of the parking space(s) or bus site provided by authority during the Term.
4. The ownership of ticketing, advertising or any form of revenue generation rights shall reside with MFSCDC LTD. only.

5.13 Other Conditions

5.13.1 Indemnity

The Selected Bidder shall indemnify the MFSCDC LTD. against the all actions, suits, claims, damages and demands brought or made against him in respect of anything done or omitted to be done by the Selected Bidder in the execution of or in the connection with the work of this Contract and against lose or damage to the MFSCDC LTD. in consequences of any action or suit being brought against the contractor anything done or omitted to be done in execution of the work of this contract.

5.13.2 Corrupt or Fraudulent Practices

MFSCDC LTD. requires that Selected Bidder/Supplier(s)/Contractor(s) under contracts, observe the highest standard of ethics during the supply and execution of such contracts. In pursuance of the policy of MFSCDC LTD., the following terms may be noted:

1. "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

2. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract.
3. The MFSCDC LTD. will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
4. The MFSCDC LTD. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

5.13.3 Jurisdiction of Courts

In case of any claim, dispute or difference rising in respect of the contract, the case of action there of shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in competent court in the city of Mumbai only.

5.13.4 Import License

The Selected Bidder shall have to make their own arrangements to secure import license and / or release of controlled or scarce infrastructure if required by them for fulfilment of the contract. The MFSCDC LTD. shall not be bound to give any assistance to the bidders in that behalf.

5.13.5 Risk & Cost

- a. In case the Selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, the MFSCDC LTD. reserves right to procure same or similar material from alternate sources at risk, cost and responsibility of the Selected Bidder.
- b. If it is observed that the Bidder carrying out the work fails to comply with instructions given by the MFSCDC LTD. authorities during execution of work twice, the work will be carried out at the risk and cost of the contract & penal action will be taken against them. The above condition will be in addition to the relevant condition in General Conditions of the Contract regarding cancellation of full or part of the work, finality of the decision of the disputes, differences or claims raised by the contractors relating to any matter arising out of the Contract.

5.13.6 Conflict of Interest

Selected Bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Applicant or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with MFSCDC LTD. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the application document.

5.13.7 Confidentiality

- The Selected Bidder will be exposed; by virtue of the agreed activities to internal business information of MFSCDC LTD. the Selected Bidder would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form. The Selected Bidder must safeguard the confidentiality of the MFSCDC LTD.’s business information,

and data. For this, Selected Bidder is required to sign non-disclosure agreement with MFSCDC LTD.

- Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the contract. The MFSCDC LTD. may apart from blacklisting the Selected Bidder, initiate legal action for breach of trust. The Selected Bidder shall also not make any news release, public announcements or any other reference without obtaining prior written consent from the MFSCDC LTD.
- Selected Bidder shall use reasonable care to protect confidential information from unauthorised disclosure and use.

5.13.8 Arbitration

If, due to unforeseen reasons, problems arise during the progress of the empanelment leading to disagreement between the MFSCDC LTD. and the Selected Bidder (or the Government Department and the Selected Bidder), both the MFSCDC LTD. (and the Government Department as the case may be) and the Selected Bidder shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on the position of the case, either MFSCDC LTD. (or the Government Department as the case may be) or the Selected Bidder can give notice to the other party of its intention to commence arbitration and the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996, and the venue of the arbitration will be Mumbai.

5.13.9 Governing law and Jurisdiction

The Contract Award and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, be subject to the exclusive jurisdiction of the competent courts of Mumbai, India.

5.13.10 Limitation of Liability

1. The liability of selected Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, deliverables or Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value (contract with the Government Department). The liability cap given under this Clause shall not be applicable to the indemnification obligations.
2. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
3. The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to the Contract Award by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

5.13.11 Variation in Agreement Quantity & its Payment

1. Modification to Contract to be in writing: In the event of any of the provisions of the Contract requiring to be modified after the contract documents have been signed, modifications shall be made in writing and signed by MFSCDC LTD.
2. Power of Modification to contract: MFSCDC LTD. shall be entitled by order in writing to enlarge or extend, diminish or reduce in quantities of licenses as per agreed quantities on same rates, terms and conditions.

5.13.12 Extension of timelines

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by Selected Bidder to the employer. If failure, on the part of Selected Bidder, to complete scope of work in proper time shall have arisen from any cause which the MFSCDC LTD. may admit as reasonable ground for an extension of the time, MFSCDC LTD. may allow such additional time as it considers to be justified by circumstances.

5.13.13 Relationships

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “MFSCDC LTD.” (or the Government Department) and the “Selected Bidder”. No partnership shall be constituted between MFSCDC LTD. (or the Government Department) and the Selected Bidder by virtue of this empanelment nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power. The Selected Bidder shall be fully responsible for the services performed by them or on their behalf.

Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for promotional purpose without first having obtained the other party’s prior written approval.

5.13.14 Termination

1. MFSCDC LTD. may, without prejudice to any other remedy for breach of Contract, terminate the Contract in case of the occurrence of any of the events specified in paragraphs (2) through (9) of this, MFSCDC LTD. shall give not less than 30 days written notice of termination to the Selected Bidder.
2. If the Selected Bidder does not remedy a failure in the performance of its obligations under the Contract, **within thirty (30) days** after being notified or within any further period as MFSCDC LTD. may have subsequently approved in writing.
3. If the Selected Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
4. If the Selected Bidder, in the judgment of MFSCDC LTD., has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If the Selected Bidder submits to the MFSCDC LTD. a false statement which has a material effect on the rights, obligations or interests of MFSCDC LTD.
6. If the Selected Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MFSCDC LTD.

7. If the Selected Bidder fails to provide the quality services as envisaged under this Contract, MFSCDC LTD. may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MFSCDC LTD. may decide to give one chance to the selected Bidder to improve the quality of the services.
8. If the Selected Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
9. In the event MFSCDC LTD. terminates the Contract in whole or in part. MFSCDC LTD. may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Selected Bidder shall be liable to MFSCDC LTD. for any additional costs for such similar services. However, the Selected Bidder shall continue performance of the Contract to the extent not terminated.
10. The Selected Bidder may also raise request for termination of contract by giving three (3) months written notice citing valid/appropriate reasons. The termination request shall be subject to review by Hon'ble MD, MFSCDC LTD. before accepting and granting the same.

5.13.15 Assignment

The Selected Bidder shall not assign, in whole or in part, their rights and obligations under this Contract to any third party, except with prior written consent of the other party."

5.13.16 Force Majeure

A Force Majeure event shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and /or Political Event.

1. Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Bid and/ or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract.
2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Employer will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
3. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
4. The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
5. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Bidder's fault or negligence and not foreseeable.
6. Force Majeure events shall be applicable as per Clause 5.14.16. However, for the purpose of extension in contract period, a continuous period of 15 days or more must be in effect to qualify for such

extension in contract period. Individual incidents of force majeure events cannot be clubbed together to seek extension in contract period. The Selected Bidder shall inform MFSCDC LTD. in writing within 2 days of occurrence of such events.

7. Such events may include, but are not limited to:

i. Non-Political Events:

A Non-Political Event shall mean one or more of the following acts or events:

- a. act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion, loadshedding (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site)
- b. strikes or boycotts (other than those involving the Operators/ Contractors or their respective employees/ representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of [24 (twenty-four)] hours and an aggregate period exceeding [7 (seven)] days in an Accounting Year
- c. any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor
- d. any delay or failure of an overseas Contractor to deliver rolling stock or equipment in India if such delay or failure is caused outside India by any event specified in Sub clause (a) above and which does not result in any offsetting compensation being payable to or on behalf of such Contractor
- e. any judgement or order of any court of competent jurisdiction or statutory authority made against the successful Bidder in any proceedings for reasons other than (i) failure of the successful Bidder to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights by the Authority; the discovery of geological conditions, toxic contamination or archaeological remains on the Site or the Sites that could not reasonably have been expected to be discovered through a site inspection

ii. Indirect Political Event:

An Indirect Political Event shall mean one or more of the following acts or events:

- a. an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage
- b. any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible
- c. industry-wide or State-wide strikes or industrial action for a continuous period of [24(twenty-four)] hours and exceeding an aggregate period of [7 (seven)] days in an Accounting Year
- d. any civil commotion, boycott or political agitation which prevents production and assembly of Bus/es or fulfilment of Maintenance Obligations by the selected Bidder for an aggregate period exceeding [15 (fifteen)] days in an Accounting Year

- e. failure of the Authority to permit the successful Bidder to continue its construction works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason
- f. any Indirect Political Event that causes a Non-Political Event; or
- g. Any event or circumstances of a nature analogous to any of the foregoing.

iii. Political Event:

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- a. Change in Law, wherein the provisions mentioned in the RFP cannot be applied.
- b. compulsory acquisition in national interest or expropriation of any Project Assets or rights of the entire scheme
- c. unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by successful Bidder to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the successful Bidder inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;
- d. Any event or circumstance of a nature analogous to any of the foregoing.

iv. Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lockouts and freight embargoes.

- 8. If a Force Majeure situation arises, the Selected Bidder shall promptly notify the MFSCDC LTD. in writing of such conditions and the cause thereof within twenty calendar days.
- 9. Unless otherwise directed by the MFSCDC LTD. in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
- 10. If the duration of delay continues beyond a period of three months, Board and the Selected Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the MFSCDC LTD., shall be final and binding on the Selected Bidder.

5.13.17 Non-Fulfilment of Project Terms and Conditions

- 1. In the event that any of the obligations of the Bidder has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Employer fully or partially, this Agreement shall cease to have any effect as of that date.
- 2. In the event that the Agreement fails to come into effect on account of non-fulfilment of the Bidder's obligations with regards to implementation schedule, Employer shall not be liable in any manner whatsoever to the Bidder and Employer shall forthwith invoke the Performance Security (Bank Guarantee) and forfeit the guaranteed amount.
- 3. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Bidder prior to the fulfilment in full of the obligations, upon the termination of this

Agreement such Project facilities and Project data shall immediately revert to Employer free and clear from any encumbrances or claims.

4. Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the obligations and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on Bidder linked to the delay in fulfilling the Conditions Precedent.

5.13.18 Governance Schedule

1. The Selected Bidder shall document the agreed structures in a procedural manual under the guidance and supervision of the MFSCDC LTD.
2. The agenda for each project review meeting shall be set to reflect the discussion items related to the scope of work and additional items may be added either with the agreement of the Parties or at the request of either Party.
3. Copies of the agenda for review meetings along with relevant pre-reading material shall be distributed.
4. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
5. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

6. Guidelines for Technical Proposal

6.1 Technical Proposal Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

Deputy Manager (Electrical),
Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Dadasaheb Phalke Chitranagri, Goregaon (East), Mumbai,

Maharashtra - 400065

Sub: Selection of Agency Purchase of 1 Nos 9 Meter Non - AC Electric Bus from Original Equipment Manufacturer/ Authorized Dealer and set up of Electrical and Civil Infrastructure Development with and Maintenance for 10 Years on Outright purchase Basis by Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Ref: RFP Notification number -

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Purchase of 1 Nos 9 Meter Non - AC Electric Bus from Original Equipment Manufacturer/ Authorized Dealer and set up of Electrical and Civil Infrastructure Development with and Maintenance for 10 Years on Outright purchase Basis by Maharashtra Film, Stage & Cultural Development Corporation Ltd.”**.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **“Purchase of 1 Nos 9 Meter Non - AC Electric Bus from Original Equipment Manufacturer/ Authorized Dealer and set up of Electrical and Civil Infrastructure Development with and Maintenance for 10 Years on Outright purchase Basis by Maharashtra Film, Stage & Cultural Development Corporation Ltd.”** put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and MFSCDC LTD. or its appointed representatives. If our proposal is accepted, we will obtain a Performance Security (Bank Guarantee) issued by a nationalized bank in India, for a sum of equivalent to 10% of the Project Cost per bus valid for a period of 6 months beyond the successful fulfilment of contract period.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of opening of commercial Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MFSCDC LTD..

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MFSCDC LTD. is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MFSCDC LTD. as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____, certify that _____ who signed the above Bid is authorized to do so and bind the Company by authority of its board/ governing body.

Date:

Signature:

(Company Seal)

(Name)

6.2 Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder and all members of consortium must be furnished.

S No	Information	Details
1.	Name of Bidding firm	
2.	Address and contact details of Bidding firm	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	Company's Permanent Account Number (PAN) & GST	
7.	Company's Revenue for the last 3 years (Year wise)	
8.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
9.	Telephone number of contact person:	
10.	Mobile number of contact person:	
11.	Fax number of contact person:	
12.	E-mail address of contact person:	
13.	Mailing Address and contact details of Bidding firm:	
14.	Web Site Address	
15.	Firm Registration Number and Year of Registration	
16.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
17.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name

Seal

6.3 Format of sending pre-bid queries

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy [in excel format] and hard copy) as mentioned in section “Key Events and Dates”

Ref: RFP Notification number: MFSCDC LTD.

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

6.4 Format to Project Citation

S No	Item	Details	Attachment Ref. Number
1	Name of the Project		
2	Date of Work Order		
3	Client Details		
4	Scope of Work		
5	Contract Value		
6	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the technical bid evaluation.

6.5 Checklist for the documents for Technical Proposal

Checklist as per Technical Qualification mentioned in Section 3.24: Technical Qualification Criteria

Sr. No.	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
1	Bid Covering Letter		
2	Scanned copy of EMD (Online Payment)		
3	Scanned copy of Online payment of Tender Document Fee receipt and EMD		
3	Scanned, Signed and Stamped Copy of RFP Document		
4.	Format to share Bidder's and Bidding Firms Particulars		
5.	Non-Disclosure Agreement		

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Y/N)	Page No.
TQ 1	Legal Entity	The bidder must be incorporated/ registered in India under the Companies Act 1956/2013 or LLP Act 2008 or the Partnership Act 1932.	<ul style="list-style-type: none"> For companies incorporated/ registered in India should submit Copy of Certificate of Incorporation, Copy of Certificate of Incorporation Memorandum and Article of the association For companies registered under the Partnership Act 1932, Partnership Deed should be submitted along with Registration of Firm document/Certificate For companies registered under the LLP Act 2008, Copy of Registration Certificate and LLP Agreement should be submitted. Copy of PAN Card Copy of GST Registration 	•	•
TQ2	Turnover	The Bidder shall have minimum annual average turnover of more than or equal to INR 200 Crores	<ul style="list-style-type: none"> Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <u>Annexure D</u> 	•	•

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Y/N)	Page No.
		in last three (3) years, the financial years which will be considered are [2022-23, 2021-22, 2020-21].	<ul style="list-style-type: none"> Balance Sheet and P&L Statement from the Statutory Auditor of the Bidder/Chartered Accountant. Audited Annual accounts/statements submitted in any other language than English shall be translated to English with necessary supporting documents, certified by Statutory Auditor/ Chartered Account. 		
TQ 3	Net worth	The Bidder shall have positive net worth in last three (3) years the financial years which will be considered are [2022-23, 2021-22, 2020-21].	<ul style="list-style-type: none"> Certificate duly signed by Statutory Auditor of the Bidder for net worth as per the format <u>Annexure D</u> Balance Sheet and P&L Statement from the Statutory Auditor of the Bidder/Chartered Accountant. Audited Annual accounts/statements submitted in any other language than English shall be translated to English with necessary supporting documents, certified by Statutory Auditor/ Chartered Account. 	•	•
TQ4	Experience	The Bidder / OEM should have experience of manufacturing and delivery of at least 50 (Fifty), 9m (Nine) Electric buses Type I over the last 3 years in India immediately preceding bid due date.	<ul style="list-style-type: none"> Work Orders/Agreement and Completion Certificates from the Client, in case of ongoing project phase wise completion certificate from the client, stating details of least 50 (Fifty), 9m (Nine) Electric buses Type I buses supplied/delivered in terms of number, year of supply and names of customers to whom supplied. <u>Annexure E</u> License of manufacturing buses, proof of manufacturing and sale (including no. of unit sold, customer name and date of supply) 	•	•

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Y/N)	Page No.
		The Bidder / OEM should have completed deployment of at least (1) one Type I electric bus order to any STU in India as on bid due date.	<ul style="list-style-type: none"> • Work Order/Agreement and Completion Certificates from the Client on its letterhead. 	•	•
TQ5	Capability	<p>The Bidder shall have executed/undertaken at least Maintenance of minimum 25 (Twenty-five) 9m (Nine) Type I Electric buses during the last 3 years immediately preceding the Bid Due Date.</p> <p>Maintenance Experience must be demonstrated through an explicit contract / concessionaire Agreement with a public sector entity/Government or semi-Government Department which has been in successful maintenance for a continuous period on at least three years.</p>	Work Orders/Agreements and Completion Certificates from the Client, in case of ongoing project phase wise completion certificate, stating details of at least 25 Type I Electric Buses Operated & maintained in terms of number, year of maintenance experience and names of customers to whom services provided <u>Annexure F</u>		
TQ 6	Certifications	The Bidder / OEM shall have Homologation Certification of 9 meter electric bus Model (100% battery operated and as proposed by bidder as per RFP requirement) from the designated testing center in India. i.e., CMVR type approval of at least one model of electric bus as approved under CMVR Rule 126.	Copies of the valid certificates from authorized agencies		
TQ 7	Manpower	The Bidder should be registered with	<ul style="list-style-type: none"> • Attested copy of the Employee Provident Fund registration 	•	•

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Y/N)	Page No.
		appropriate authorities under Employees Provident Fund, Employees State Insurance Acts and any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).	letter / certificate. <ul style="list-style-type: none"> • Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. • Attested copy of the Employee State Insurance registration letter / certificate. 		
TQ 8	Support Capability	The bidder shall setup maintenance unit at designated premise in Filmcity as listed in Annexure K , space provided by authority in Mumbai, Maharashtra.	Undertaking the bidder shall setup maintenance unit as listed in Annexure K , space provided by authority in Mumbai, Maharashtra.		
TQ 9	Blacklisting	The Bidder should not be debarred / blacklisted by any State Government/ Central Government / PSU/ Transport Organization etc. in India & abroad for Unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT as on date of submission of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure A .		

7. Guidelines for Financial Proposal

7.1 Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To,

Deputy Engineer (Electrical),
Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Dadasaheb Phalke Chitranagri, Goregaon (East), Mumbai,
Maharashtra – 400065

Subject: Request for Proposal for Purchase of 1 Nos 9 Meter Non - AC Electric Bus from Original Equipment Manufacturer/ Authorized Dealer and set up of Electrical and Civil Infrastructure Development with Maintenance for 10 Years on Outright purchase Basis by Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Ref:

Dear Sir,

We, the undersigned, offer to provide the services for “**Purchase of 1 Nos 9 Meter Non - AC Electric Bus from Original Equipment Manufacturer/ Authorized Dealer and set up of Electrical and Civil Infrastructure Development with Maintenance for 10 Years on Outright purchase Basis by Maharashtra Film, Stage & Cultural Development Corporation Ltd.**” in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal for is for the sum of [*Insert amount(s) in words and figures*]. We are aware that any conditional financial offer will be outright rejected by MFSCDC LTD. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (180days) from the date of submission of Bid.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no technical deviations are attached here with this commercial offer. We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

7.2 Financial Proposal Instructions

1. MFSCDC LTD. may award entire scope or part of scope, mentioned in section 4.0, as MFSCDC LTD. deems fit.
2. MFSCDC LTD. does not guarantee work order of any line item in part or whole or volume for the particular line items. The actual volume for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual services and components is undertaken, and further no extra cost shall be made in any account till the contract period.
3. The bidder shall fill rates for all the items mentioned here. If rate for any item is not mentioned, then the bid will be rejected by MFSCDC LTD.
4. All the prices are to be entered in Indian Rupees ONLY.
5. The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Travelling, Lodging and other related items.
6. The Rates shall be exclusive of all taxes. Taxes shall be paid as actual at prevailing rates by MFSCDC LTD. at the time of releasing the payments.
7. The rates mentioned above shall be valid for the contract duration.

7.3 Financial Proposal Format

Ref:

Financial Proposal Format

Table A: Summary Cost

Format of BOQ (excel) is a sample format. Please fill the respective rates against the Purchase and AMC category. **The rate quoted in the excel sheet will not be considered for commercial evaluation.** Please fill all details in Annexure 7.3 financial proposal format of the RFP which has to be enclosed separately in PDF format which shall be considered for the purpose of commercial evaluation. MFSCDC LTD. shall do the weighted average calculation against each bus category in the PDF and declare L1 rate based on its own calculations.

Table A: Summary

Sr. No.	Item Wise Amounts	Amount in INR	Total Amount Exclusive of Taxes INR
(a)	(b)	(c)	(d)
Purchase of Electric Bus – CAPEX A			
1.	Purchase of 1 Nos 9 Meter Electric bus from Original Equipment Manufacturer/ Authorized Dealer		“A”
Operation and Maintenance – OPEX B			
2.	Operation and Maintenance for 10 Years and allied Electrical and Civil Infrastructure Development		“B”
Total in Figures (‘A’ + ‘B’):			“##”
Grand Total in Words (‘A’ + ‘B’):			

** The applicable Taxes will be paid as per prevailing dates

Table B: CAPEX Items

Please fill the rates of purchase category items against CAPEX the in the following:

Sr. No.	Item Wise Amounts	Amount in INR	Total Amount Exclusive of Taxes INR
(a)	(b)	(c)	(d)
Purchase of Electric Bus – CAPEX A			
1.1	Outright Procurement of Bus		
1.2	Installation of charging infrastructure along with DC charger		
1.3	Cost of Battery Replacement - 1 Time		

Sr. No.	Item Wise Amounts	Amount in INR	Total Amount Exclusive of Taxes INR
Total in Figures (1.1 + 1.2 + 1.3):			“###”
Grand Total in Words (1.1 + 1.2 + 1.3): (This figure shall be used for evaluation of Financial Proposal)			

** The applicable Taxes will be paid as per prevailing dates

Table C: OPEX Items

Please fill the rates of Annual maintenance Charge category items against OPEX the in the following:

Sr. No.	Item Wise Amounts	Amount in INR	Total Amount Exclusive of Taxes INR
(a)	(b)	(c)	(d)
Operation and Maintenance – OPEX B			
AMC of BUS per Year – B1			
B1.1	AMC for Bus - Year 1		
B1.2	AMC for Bus - Year 2		
B1.3	AMC for Bus - Year 3		
B1.4	AMC for Bus - Year 4		
B1.5	AMC for Bus - Year 5		
B1.6	AMC for Bus - Year 6		
B1.7	AMC for Bus - Year 7		
B1.8	AMC for Bus - Year 8		
B1.9	AMC for Bus - Year 9		
B1.10	AMC for Bus - Year 10		
AMC of Charging Infrastructure per Year – B2			
B2.1	AMC of Charging Infrastructure - Year 1		
B2.2	AMC of Charging Infrastructure - Year 2		
B2.3	AMC of Charging Infrastructure - Year 3		
B2.4	AMC of Charging Infrastructure - Year 4		
B2.5	AMC of Charging Infrastructure - Year 5		
B2.6	AMC of Charging Infrastructure - Year 6		
B2.7	AMC of Charging Infrastructure - Year 7		
B2.8	AMC of Charging Infrastructure - Year 8		
B2.9	AMC of Charging Infrastructure - Year 9		

Sr. No.	Item Wise Amounts	Amount in INR	Total Amount Exclusive of Taxes INR
B2.10	AMC of Charging Infrastructure - Year 10		
Total in Figures (B = B1 (B1.1 to B1.10) + B2 (B2.1 to B2.10):			“###”
Grand Total in Words (B = B1 (B1.1 to B1.10) + B2 (B2.1 to B2.10): (This figure shall be used for evaluation of Financial Proposal)			

** The applicable Taxes will be paid as per prevailing dates

Note:

1. The Bus (excluding spares) will be given a 180 km. assured run in each day for 365 days a year.
2. Price to include all like purchase cost of bus/es, shipping of bus/es, electricity, charging infrastructure, replacement of batteries, maintenance of vehicles etc. for the contract period.
3. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
4. Payment for individual bus shall be made based on the rate quoted against the respective bus type.
5. The Bidder may be asked to submit component wise break-up of the quoted rate.
6. If mismatch in Format of BOQ (excel) and Financial (Table A in PDF), BOQ format shall be considered for the purpose of commercial evaluation. MFSCDC LTD decision will be final and binding
7. Financial Proposal shall not be enclosed with the technical proposal.
8. Taxes shall be paid as actual at prevailing rates by MFSCDC LTD.

ANNEXURES

Annexure A: Format for Declaration by the Bidder for not being Blacklisted /Debarred

(To be submitted on the Letterhead of the responding company)

Date: dd/mm/yyyy

To,

Dy. Engineer (Electrical),
Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Dadasaheb Phalke Chitranagri, Goregaon (East), Mumbai,
Maharashtra – 400065

Subject: Declaration for not being debarred / black-listed by Central / any Government or PSU in India as on the date of submission of the bid

Tender Reference No:

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred /blacklisted by any Government or PSU for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MFSCDC LTD., Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Performance Security.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone &Fax:

E-mail address:

Annexure B: Performance Security - Bank Guarantee Format

Form of Bid Security (Bank Guarantee)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To,

Dy. Engineer (Electrical),
Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Dadasaheb Phalke Chitranagri, Goregaon (East), Mumbai,
Maharashtra – 400065

Whereas, <<name of the supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for Request for Proposal for Selection of Agency for Supply and Maintenance of Electric Bus/es and allied Electrical and Civil Infrastructure on Outright Purchase Basis to Employer (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the Bidder shall furnish a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of Rs. <Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
2. This bank guarantee shall be valid up to <Insert Expiry Date>
3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank

guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Dated _____ Day of _____ 2023

For

(Indicate the name of the Bank)

Annexure C: Non-Disclosure Agreement

[Company Letterhead]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, Maharashtra Film, Stage & Cultural Development Corporation Ltd. on the one, (hereinafter called the “MFSCDC LTD.”) and, on the other hand, [Name of the Bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

1. The “MFSCDC LTD.” has issued a public notice inviting various organizations for provision of Request for Proposal for Selection of Agency for Supply and Maintenance of Electric Bus/es and allied Electrical and Civil Infrastructure on Lease Model Basis (hereinafter called the “Project”) of the MFSCDC LTD.
2. The Bidder, having represented to the “MFSCDC LTD.” that it is interested to bid for the proposed Project,
3. The MFSCDC LTD. and the Bidder agree as follows:
 - a) In connection with the “Project”, the MFSCDC LTD. agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the MFSCDC LTD. operations that are considered confidential.
 - b) The Bidder to whom this information (Request for Proposal) is disclosed shall –
 1. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information
 2. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information
 3. use the information only as needed for the purpose of bidding for the Project
 4. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
 5. undertake to document the number of copies it makes
 6. on completion of the bidding process and in case unsuccessful, promptly return to the MFSCDC LTD., all information in a tangible form or destroy such information
4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
 - i. was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
 - ii. is or becomes publicly known through no wrongful act of the Bidder; or
 - iii. Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
5. The Agreement shall apply to all information relating to the Project disclosed by the MFSCDC LTD. to the bidder.

6. MFSCDC LTD. will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. MFSCDC LTD. reserves the right to share the information received from the bidder under the ambit of RTI Act.

8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise to the Bidder on any of the information. Notwithstanding the disclosure of any information by the MFSCDC LTD. to the Bidder, the MFSCDC LTD. shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the MFSCDC LTD. is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the MFSCDC LTD. on any copy of the information and shall reproduce any such mark or notice on all copies of such information.

9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.

10. Upon written demand of the MFSCDC LTD., the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the MFSCDC LTD. forthwith after receipt of notice, and (iii) upon request of the MFSCDC LTD., certify in writing that the Bidder has complied with the obligations set forth in this paragraph.

11. This Agreement constitutes the entire Agreement between the MFSCDC LTD. and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

12. Confidential information is provided "As-Is". In no event shall the MFSCDC LTD. be liable for the accuracy or completeness of the confidential information.

13. This agreement shall benefit and be binding upon the MFSCDC LTD. and the Bidder and their respective subsidiaries, affiliate, successors and assigns.

14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address

Annexure D: Financial Declaration of Bidder

(To be submitted on Chartered Accountant/ Statutory Auditor Firms' letterhead)

We,, certify that we have verified the relevant financial statements and other records of (Name of Company), having its Indian registered office at..... The financials for the past three years have been summarized below:

1. Financial Declaration of Bidder

Description	Financial Year		
	2020-21	2021-22	2022-23
(Currency)			
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

It is further certified that based on our review of financial statements together with the book of accounts, records and documents for the aforesaid financial years, the above-mentioned figures are true and correct to the best of our knowledge and as per information and explanations provided to our satisfaction by the (Name of the Company).

(Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.)

Notes:

- The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
- Please do not attach any printed Annual Financial Statements.

Annexure E: Format for Self-Declaration (The Bidder / OEM experience of manufacturing and delivery of Buses)

(To be submitted on the Letterhead of the responding company)

To
General Manager,
Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Dadasaheb Phalke Chitranagri, Goregaon (East), Mumbai,
Maharashtra - 400065

Sub: Declaration for having experience of manufacturing and delivery of at least 50 Electric buses over the last Three (3) financial years in India or overseas. (FY 2020-21, FY 2021-22 and FY 2022-23)

Tender Reference No:

Dear Sir,

I, authorized representative of _____, hereby confirm that the Company _____ has the experience of manufacturing and delivery at least 50 Type I Electric buses over the last Three (3) years in India. (FY 2020-21, FY 2021-22 and FY 2022-23)

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Annexure F: Format for Self-Declaration (Experience for Maintenance of Buses)

(To be submitted on the Letterhead of the responding company)

To,
General Manager,
Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Dadasaheb Phalke Chitranagri, Goregaon (East), Mumbai,
Maharashtra – 400065

Sub: Declaration for having experience of maintenance of minimum 25 electric buses in any part of India during the last 3 years immediately preceding the Bid Due Date.

Tender Reference No:

Dear Sir,

I, authorized representative of _____, hereby confirm that the Company _____ has the experience of minimum maintaining 25 Type I Electric Buses during the last 3 years immediately preceding the Bid Due Date.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Annexure G: Technical Specifications for 9 Meter Bus(s)

Technical specifications of 9m Type 1 Electric Non-AC Bus

Sr. No.	Description	Technical Specification
Bus characteristics		
1	Maximum Bus Floor height	9000mm
2	Propulsion system	Electrically propelled Bus using electric propulsion system
3	Type of Battery	Li-ion or Li-ion Phosphate Battery
4	Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min & max charging % Maximum Thirty Minutes Power (kW) Motor/s capacity	Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min& max charging % Maximum Thirty Minutes Power (kW) Motor/s capacity: 180 kW 1. No of Motors/ batteries as per the Bus manufacturer's design. 2. Power consumption: Less than 1 kWh per km. 3. Electrical Regeneration required. 4. Charging mode: AC/DC charging required. 5. OFF board OR On-board charging required. 6. Charging time: 2 to 5 hours. 7. Safety: Short circuit /over temperature/ mandatory 8. CMVR certification mandatory
4.1	Battery cooling system	Efficient and robust battery cooling system calling for minimal maintenance
4.2	Battery life (No. of charging cycles)	Battery life: Batteries to last for 5 years (This can be used as a guideline)
4.3	Battery Charging System	As per OEM
4.4	Electric drive motor/s	Optimal rating, type, make, model of electric drive motor requiring minimum maintenance
4.5	Electric propulsion system motor rating / power sufficient to provide:	
A	Rated performance at GVW in a stop/start urban operations	Attain bus maximum speed of 70kmph (without speed limiter) at GVW load, air conditioning and other sub-system operational.
B	Acceleration (meter/sec ²)	≥ 0.8
C	Attain bus speed of 0-30 kmph in Seconds	≤ 10.5
D	Maximum speed	maximum speed 70 kmph
E	Minimum Operation Range per bus per day	180 kms @ 80% SOC (On actual condition with GVW and AC, 18 hours continuous operation without any intermediate charging time). Vehicle shall cover 180 Kms @ 80% SOC in single charge range in real time operations
F	Grade ability from stop at GVW	As per CMVR
G	Rated HP/torque preferably at lower rpm	Rated HP at low rpm and Maximum torque required at lower

Sr. No.	Description	Technical Specification
	range	range of motor RPM and spread over a wider range of RPM Sufficient torque to meet the acceleration, gradeability, AC and range requirement.
H	Power requirements for Air conditioning system, ITS, etc	Required to be provided by electric propulsion system
4.6	Noise norms	As per CMVR.
4.7	Electric propulsion system	Electric propulsion system /, motor speed in RPM, vehicle speed, , diagnostic message (cooling system, , water temperature, power battery discharge, etc.) SOC with regenerative brake charging)
4.8	Electric propulsion system operational requirements	Electric propulsion system should be able to operate efficiently at ambient temperatures / environmental conditions of the STU
4.9	Electric propulsion system / subsystems location	Optional/ preferably Battery location below floor.
5	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission)
5.1	Rear axle	Single reduction, hypoid gears, fully floating axle shafts with optimal gear ratios suitable for urban operations or In wheel Hub Driven (To be considered as a guideline)
5.2	Front axle	Heavy duty reverse Elliot type axle suitable for various floor heights (To be considered as a guideline)
6	Steering system	Hydraulic power steering with angle adjustment
7	Suspension system	Air suspension at front and rear.
7.1	Front	Air bellows - 2 numbers
7.2	Rear	Air bellows – 2/4 numbers
7.3	Anti-roll bars/stabilizers	Required at front and rear
7.4	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear
7.5	Controls (optional)	Electronically controlled air suspension system
8	Braking system	Braking system: Mandatory ABS with Disc brake
8.1	Anti-skid anti-brake locking system (ABS)	Mandatory at Front & Rear
8.2	Electronic controls	Required
9	Electrical system for bus ancillaries	24-volt DC
9.1	Batteries (auxiliary battery for equipment and light and light signalling devices):	Low maintenance type lead acid batteries for 24 V & Min 100Ah system- performances as per BIS: 14257-1995 (latest). 2X12V of commensurate capacity. Maintenance free batteries preferred.
9.2	Electrical wiring & controls -type	As per AIS 052
10	Speed limiting device (optional)	Mandatory as per CMVR.
11	Tyres	Steel Radial Tube-less. Size and performance as per CMVR.

Sr. No.	Description	Technical Specification
13	Bus characteristics	
13.1	Bus dimensions' mm	
A	Overall length(maximum)	9000 mm
B	Overall width (maximum)	2550 mm
C	Overall height (maximum)	3350 mm
D	Wheel-base (maximum)	5000 mm
I	Front Overhang (maximum)	As per CMVR
Ii	Rear Overhang (maximum)	As per CMVR
13.2	Maximum turning circle radius (mm)	As per CMVR
13.3	Floor height above ground (mm)	900 mm
13.4	Clearances (mm)	
A	Minimum Axle clearance (mm)	Minimum 175 mm
B	Minimum ground clearance (un-kneeled) at GVW	Within the wheelbase not less than 240mm.
13.5	Angles (degrees)	
A	Angle of approach (unladen)	Not less than 8.5°
B	Angle of departure (unladen)	Not less than 9.0°
C	Ramp over angle (half of break-over angle)	Not less than 4.8°
14	Bus Gates/Doors	
14.1	Type of doors	LH Side doors – Power operated doors, JK type /In Swing /Out swing door 800mm width one no. ahead of Front axle. LH Side doors – Power operated doors, JK type /In Swing /Out swing door 800mm width one no. within wheel base
A	Operating mechanism	Electro pneumatically controlled
B	Opening/Closing time in seconds per operation (maximum)	4
C	Positions of door controls	On dashboard and also inside & outside of doors as per AIS 052.
D	Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory
14.2	Front service doors - (near side/non- driver side)	
A	Minimum door aperture (without flaps) in mm	800 (minimum)
B	Minimum clear door width (fully opened) in mm	650± 50
C	Minimum door height in mm	1900
D	Positioning front service gate	Ahead of Front Axle
E	Number of gates	1

Sr. No.	Description	Technical Specification
14.3	Rear service doors (Near side/non-driver side)	
14.3.1	Rear service doors (near side/non- driver side)	Ahead of rear axle
14.3.2	Rear service doors - (near side/non- driver side); steps required for non BRTS operations, steps not required for level boarding	
A	Minimum door aperture (without flaps) in mm	800(minimum)
B	Minimum clear door width (fully opened) in mm	650± 50
C	Minimum Door height in mm	1900
D	Positioning rear door	ahead of rear axle
E	Number of gates	1
14.4	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:	
A	Stepped type entry (maximum)	400 mm
14.6	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:	
A	Stepped type entry (maximum)	400 mm
B	Level entry (at station platform height)	Not applicable
14.7	Maximum height (mm) of other steps (where required)	
A	if door ahead of rear axle	250
B	if door behind rear axle	250
14.8	Requirement for passengers with limited mobility	Required
14.8.1	Priority seats - minimum 2 seats	Required
14.8.2	Stop request	Required
A	Emergency doors/exits or apertures (Numbers)	As per AIS 052 and AIS 153
	Dimensions in mm	As per AIS 052
B	Door closing requirements for bus movement -	Bus could move only after door closing completed
i	Power operated service door - construction & control system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while closing.	As per AIS 052
ii	Door components	As per AIS 052
iii	Door locks/locking systems/door retention items	As per AIS 052
iv	Door hinges	As per AIS 052
15	Bus body	
15.1	Design type approval	As per CMVR and AIS:153

Sr. No.	Description	Technical Specification
15.2	Bus structure - materials specifications etc.	As per OEM design Tubular structure complying to AIS 052 and AIS 153
15.3	Insulation	FR grade material as per IS 15061
A	Roof structure	As per AIS:052.
B	Battery Pack compartment	
15.4	Aluminum extruded sections for:	Aluminum extrusion IS 733/1983 or better
A	Rub rail	
B	Decorative molding	
C	Wire cover	
D	Wearing strip	
E	Foot step edging	
F	Panel beading	
G	Window frame	
H	Roof grab rail brackets	
15.5	Floor type/Materials etc.	
A	Type of Floor	As per AIS 052
B	Steps on floor	As per AIS 052
C	Maximum floor slope	As per AIS 052
D	Floor surface material	12mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 12mm thick
E	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS:15061:2002 for FR grade.
15.6	Safety glasses and fittings:	
A	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, lat/curved with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed
	Size:	Standard designs for each variant of buses to be followed.
B	Rear windscreen: (wherever provided)	Single piece flat/curved toughened glass-plain/flat/curved at center & curved at corners IS:2553 (Part-2)–1992/latest
	Size:	Standard designs for each variant of buses to be followed.
C	Side windows:	Curved pasted toughened glass IS 2553 (Part-2)-1992/latest.
D	Glass specifications	Toughened glass IS2553 (Part-2)-1992/latest
	Glass thickness:	4.8-5.3mm
E	Window & other glasses - material specs,	Toughened as per IS:2553 (Part-2)–1992/latest of 4.8-5.3 mm

Sr. No.	Description	Technical Specification
	thickness etc.	thickness
F	Safety glass	As per CMVR
G	Rear view mirrors	As per CMVR
15.7	Seating and gangway etc.	
15.7.1	Passenger seating for ordinary type-1 buses	As per AIS 052
A	Seat layout in the low floor area	2x2
B	Seat layout in the higher floor area	2x2
C	Seat area/seat space per Passenger (width*depth) mm	400X350
D	Seat pitch - minimum (mm)	As per AIS 052
E	Minimum backrest height-from floor to top of seat/headrest	As per AIS 052
	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052
	Seat back rest height mm	375
F	Torso angle (degrees)	Minimum 12°
G	Seat materials	As per AIS:023, Seats with cushion at seat & back
H	Seat frame structure material where required:	As per AIS:023,
I	Free height over seating position (mm)	More than 900
	Seat base height:	As per AIS 052
J	Clearance space for seated Passenger facing partition (mm)	Minimum 350
K	Seat back/Pad material/Thickness:	Polyurethane Foam IS: 15061:2002 (padding is optional)
	Type:	MDI Moulded IS: 5509
	Upholstery:	Pile Fabric/Jekard 0.7-1.0 mm thickness
L	Area for seated passengers (sq. mm.) type 1 NDX/SDX:	400X350
M	Area for standee passengers (sq. mm.):	As per AIS 052
N	Number of seats	Min 31+D
O	Number of standees	Calculation as per AIS 052
P	Seats side facing	As per CMVR
Q	Seat back rest	High Head Rest
R	Seat belts & their anchorage	As per CMVR
S	Performance & strength requirements of:	Required
T	Driver seat	As per AIS 023
U	Passenger seats	As per AIS 023
15.7.2	Gangway:	
	Minimum interior head room (Centre line of	1900mm

Sr. No.	Description	Technical Specification
A	gangway) (mm)	
i	At front axle:	As per AIS 052
ii	At rear axle:	As per AIS 052
iii	Other areas	As per AIS 052
B	Gangway width (mm) from gates to longitudinal space between seats (access to service doors)	(Ref figure-1) minimum 350mm excluding armrests (armrests are not required) and including stanchions- will be measured from seat edge to seat edge.
C	Gangway width (mm) in longitudinal space between seats	As above
D	Gangway width (mm) in longitudinal space between seats (rear of rear edge of the rear door in rear engine bus)	As above
E	Driver's working space	As per AIS 052
E	Driver's seat	As per AIS 052
15.8	Corrosion prevention & painting	
A	Corrosion prevention treatment	As per clause 3.17 of AIS 052
B	Internal surfaces of structural members	
C	External surfaces of structural members	
D	After drilling holes/welding	
D	Inter metallic galvanic corrosion prevention	
E	Primer coating	
F	Painting	
16	Electrical system	
16.1	Electrical cables:	As per AIS 052.and AIS 153 BIS marked, Copper conductors with fire retardant as per IS/ISO:6722:2006 as per appropriate class. Conductor cross-section varying as per circuit requirements, minimum cross-section 0.5 sq mm.
16.2	Conductor cross section	
16.3	Safety requirements of electrical	As per AIS 052 Two nos. one Manual Battery cut - off switch (isolator switch) near driver's seat and one electronic on drivers dash board
A	Fuse	As per AIS 052.and AIS 153
B	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	
C	Location of cables away from heat sources	
D	Type approval of circuit diagram as per standards related to electric	

Sr. No.	Description	Technical Specification
	equipment's/wiring	
E	Battery cut - off switch (isolator switch):	
16.4	Wind screen wiper:	
A	Wiper motor:	As per CMVR: IS 15802
B	Wiper arm/blade:	
16.5	Driver cabin fan	Fan to be provided near driver
16.6	Lighting - internal & external and illumination	As per AIS 052 and AIS 153
16.7	Illumination requirements/performance of:	
A	Dash board tell-tale lighting/control lighting	As per AIS 052
B	Cabin lighting - luminous flux of all lamps for cabin lighting	As per AIS 052
C	Passenger area lighting – luminous flux of all lamps for Passenger area lighting	As per AIS 052
17	ITS enabled bus	As per AIS 153
18	Safety related items:	
18.1	Driver seat belt & anchorage duly type approved.	ELR recoil type, 3 point mounting as per CMVR & AIS 052
18.2	Passengers seat belt: Number/location	As per AIS 052
18.3	Driver/Passenger/wheelchair seat belt anchorage	
18.4	Fire extinguisher:	4 kgs fire extinguishers in driver and passenger saloon.
18.5	First aid box:	1 number, as per provision of CMVR
18.6	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant sleeves with MS tubing of 32 mm dia, 3 mm thick. Rest as per AIS 052
18.7	Handholds:	Colour contrasting and slip resistant. 2 to 4 numbers. Handholds per bay. Rest as per AIS 052
18.8	Stanchions:	MS Tubing with sleeves. 40 mm dia & 3.15 mm
18.9	Passenger stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter mainly for persons with disabilities.
18.10	Passenger stop request signal	High visibility bell pushes/pulley chord/touch tape shall be fitted at a height of 1.2 meter mainly for persons with disabilities.
A	Window guardrails:	As per AIS 052
B	minimum numbers	
C	Other details:	
i	First guard rail at a height from window sill in mm	
18.11	The distance between two guard rails in mm	

Sr. No.	Description	Technical Specification
18.12	Entrance/Exit guard/Step well guard:	800 mm minimum height extending \geq 100mm more than centre line of sitting position of the Passenger.
18.13	Emergency exit doors, warning devices etc.:	as per AIS 052 and AIS 153
18.14	Front/Rear door, step well lights, door open sign	As per AIS 052
18.15	Mirrors right/left side exterior/interior:	As per AIS: 001 & 002. Interior with double curvature
18.16	Towing device front/rear	As per CMVR
18.17	Warning triangle	As per CMVR
18.18	Fog lighting	As per CMVR (Optional)
18.19	Bumpers - front and rear	FRP As per CMVR and AIS 052.
	Impact strength for bumpers	As per AIS 052
19	Miscellaneous items/requirements	
A	Type of window	Pasted glass windows.
B	Minimum height of window aperture (clear vision) ³ in mm	\geq 950 550 as per AIS 052
C	3 Clear vision includes partition between fixed and sliding glass subject to a maximum width of 100 mm	As per AIS 052
D	Minimum height of upper edge of window aperture from bus floor	As per AIS 052
E	Minimum width of windows (clear vision zone)	As per AIS 052
19.2	Cabin luggage carrier	As per AIS 052
19.3	Life cycle requirements of bus (whichever is earlier)	10 years or 10,00,000 Lakh Km OEM to take responsibility of bus bodies as well as of chassis for the period of warranty assured period.
20	Air conditioning system -	Required
21	Additional requirements	
21.1	Air circulations and ventilation in driver's area	An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cab
21.2	Maximum noise levels inside the saloon (irrespective of non-AC/fuel type/engine location)-test procedure as per AIS 020	As Per AIS 153
22	ITS requirement for public transport vehicle operation	Compliance to AIS:140
23	Destination boards	Four destination boards, internal, front, side and rear to be provided. (3+ 1 PIS) Front and rear destination boards should be part of the bus body structure and not fitted externally.
24	Surveillance Cameras	Three cameras, two in the passenger's saloon and one for rear

Purchase of 1 Nos 9 Meter Non - AC Electric Bus from Original Equipment Manufacturer/ Authorized Dealer and setup up of Electrical and Civil Infrastructure Development with Maintenance for 10 Years on Outright purchase Basis by Maharashtra Film, Stage & Cultural Development Corporation Ltd.

Sr. No.	Description	Technical Specification
		view.
25	Roof hatches	One no. roof escape hatch
27	Paint	Colour scheme as per AUTHORITY requirement
28	Jack	10 Tones Minimum

Annexure H: Tentative Details of charging infrastructure and site location for maintenance

Sl. No.	Particulars	Count
1.	No. of location for charging infrastructure at filmcity premise	1
2.	No. of site location for maintenance at filmcity premise	1

Annexure I: Format for Declaration OEM to submit required type approval certificate

(To be submitted on the Letterhead of the responding company)

To,
General Manager,
Maharashtra Film, Stage & Cultural Development Corporation Ltd.
Dadasaheb Phalke Chitranagri, Goregaon (East), Mumbai,
Maharashtra – 400065

Sub: Declaration for OEM to submit required type approval certificate (i.e. offered model 9 meter Type-I) within 15 days from the date of issue of LoA/WO from the recognized testing agency approved under CMVR Rule 126

Tender Reference No:

Dear Sir,
I, authorized representative of _____, hereby that the Declaration for OEM to submit required type approval certificate (i.e. offered model 9 meter Type-I) within 15 days from the date of issue of LoA/WO from the recognized testing agency approved under CMVR Rule 126.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

*****End of Document*****