



West Bengal Housing Infrastructure Development Corporation Limited

(A Govt. of West Bengal Undertaking)

HIDCO BHABAN, Premises No.35-1111, Biswa Bangla Sarani, 3rd Rotary,
New Town, Kolkata-700156

Telephone No. (033) 2324-6037/38

e-mail: info@wbhidco.in website: www.wbhidcoltd.com

No. 129/HIDCO/G.M. Elect. /e-NIT -52/2020-21

Date: 12.02.2021

NOTICE INVITING EXPRESSIONS OF INTEREST FOR PROCUREMENT, OPERATION, AND MAINTENANCE OF 3 NOS. 9 METRE LONG BATTERY OPERATED AC ELECTRIC BUSES FOR 3 YEARS ON GROSS COST CONTRACT (GCC) BASIS

WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD., (WBHIDCO), an enterprise under the Department of Urban Development, Govt. of West Bengal, invites proposal from eligible bus operators / Original Equipment Manufacturers (OEMs) for procurement, operation, and maintenance of 3 AC electric buses of 9 metre length for areas in and around Newtown Depot, on Gross Cost Contract (GCC) basis with Guaranteed Km of 120000 km per annum per bus for 3 years. Technical bids are to be submitted, digitally signed in the e-tender portal <https://wbtdenders.gov.in>.

These electric buses should be capable of running a minimum 150 km with 80% SOC depletion with single charge. As a part of the Operator Agreement represented under this document, the Operator is expected to procure, operate, and maintain 3 Electric Buses along with necessary charging Infrastructure including Electric Transformer infrastructure and allied Civil Infrastructure at the proposed depots. for the period of 3 Years.

1. Introduction

West Bengal Housing Infrastructure Development Corporation Ltd. (WBHIDCO) was set up as a Government Company in April 1999. Though this Corporation has a state-wide mandate, its immediate focus area is the development of a planned town near the city of Kolkata viz. **New Town, Kolkata**.

New Town, Kolkata – A SMART Green Intelligent Future City.

The New Town, Kolkata is planned on 3075 Ha. of land situated in the North Eastern Fringes of Kolkata and is fast emerging as one of India's latest and fastest-growing planned new cities. It is situated 10 km from Kolkata's Central Business District and adjacent to Salt Lake City and is in close proximity to the Netaji Subhas Chandra Bose International Airport, Kolkata. A Super-fast metro rail connection is on the anvil. Its Major Arterial Road is equipped with Wi-Fi corridor. Surface Water, LED lights, parks, gardens and markets are available. The 480 acre Eco-park, Biswa Bangla Convention Centre, Biswa Bangla Gate, Café Ekante, Mother's Wax Museum, Urban Eco Village, Rabindra Tirtha, Nazrul Tirtha, Seniors' Park all are within the town.

The town has a planned population of 1 million with a proposed 0.5 million additional floating population. Around 12,000 dwelling units have already been constructed and a further 16,000 dwelling units are under construction. It is expected that the town shall have around 200,000 dwelling units catering to the housing needs of the planned population in due course.

New Town has been selected as the Satellite City of Kolkata under the scheme for Urban Infrastructure Development in Satellite Towns / Counter Magnets of Million Plus Cities. As per the scheme, Government of India shall support development of water supply system, sewerage and sanitation system in the town. As a planned city, social infrastructure including schools for general education and/or sports/cultural courses are planned in various locations in the three Action Areas of the township.

Plots of land for Health sector have also been allotted in favour of renowned Organisations viz. TATA Medical Centre, SankaraNetralaya, Ohio Cardiology, Global Hospitals and such others.

WBHIDCO is presently implementing a Financial & Legal Hub in New Town, Kolkata and plots have been allotted and taken by the leading Public Sector Banks, Insurance Companies etc. Kolkata being the Gateway to

the North Eastern States and New Town with its proximity to the Kolkata Airport, the Financial Hub is well placed to servethe North Eastern States. Government of India stressed the importance of the project with relation to Government of India's Look East Policy.

2. Earnest Money Depositand Security Deposit

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

Sl. No.	Type of Bus	Nos.
1	3 nos. of 9 m AC ElectricBuses	INR 600000/- (Rupees Sixlacs Only)

The EMD or Bid Security shall be payable provided in the form of an irrevocable Bank Guarantee drawn in favour of "WBHIDCO Ltd" and Payable at Kolkata and valid for a period of 180 days (One hundred and eighty day) from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, in the format prescribed in the Annexure4. The Bank Guarantee should be from a Nationalized/Scheduled Bank which is admissible, cashable and extendable at Kolkata. The validity of Bank Guarantee may be extended as per mutual agreement. Any bid not accompanied with valid EMD will be summarily rejected by the Authority as being non- responsive and bids of such bidder shall not be evaluated further.

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

The Earnest Money Deposit of all unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity date.No interest will be payable by the Authority on the Earnest Money Deposit.

The successful bidder will need to extend the validity of the Bank Guarantee till90 days from the last date of the 3 year engagement.This needs to be completed before the signing of the agreement. If the successful bidder fails to furnish the Performance Security as specified above, then the Earnest Money deposit shall be liableto be forfeited by the Authority, in addition to any other actions as per terms and conditions stipulated in the bid documents.

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

- If a Bidder withdraws/modifies/changes the proposal during the period of Bid validity;
- In the case of a Successful Bidder, if the Bidder fails to sign the Agreement within the stipulated time as specified by theAuthority.
- Successful Bidder fails to furnish the required Performance Security within stipulated time in accordance with bid terms set forthherein.
- In case of a fraudulent offer and involved in fraudulent orcorrupt practice per bidterms.

In the event, Bidder, after the issue of communication of acceptance of his bid by Authority, fails/refuses to start/execute the work as herein the Bidder shall be deemed to have abandoned the work/contract and such an act shall amount to and be construed as the Bidder's calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the Bidder and in such an even the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this biddocuments.

3. Schedule of Dates and Important Information

Sl. No.	Particulars	Date & Time
1.	Publishing of the tender document	12-02-2021
2.	Documents download start date (online)	12-02-2021 at 06:00 P.M.
3.	Pre-Bid meeting (Pre-Bid meeting to be held at Office of the General Manager- Electrical HIDCO BHABAN)/Online	19-02-2021 at 04:00 P.M.
4.	Documents download end date (online)	26-02-2021 at 02:00 P.M.
5.	Bid submission start date (online)	12-02-2021 at 06:00 P.M.
6.	Bid submission closing (online)	26-02-2021 at 06:00 P.M.
7.	Opening of Technical Bids	01-03-2021 at 11:00 A.M.
8.	Date of uploading list for Technically Qualified Bidders (online)	To be notified later
9.	Date for opening of Financial Proposal (Online)	To be notified later
10.	Publishing Authority	GM (Electrical), WBHIDCO, New Town Kolkata - 700156

The address for communication and email id of contact person is as below:

The General Manager (Electrical)
HIDCO BHABAN
Premises No.: 35-1111
Major Arterial Road, 3rd Rotary
New Town, Kolkata--700156
Phone: (033) 2324 6037/6038
Email id: gm.electrical@wbhidco.in

Memo. No. 129(9)/HIDCO/G.M.-Elect./ e-NIT-52/2020-21

Dated: 12/02/2021

Copy forwarded for information to:-

- 1) EIC, WBHIDCO Ltd.
- 2) Joint Managing Director (Admin), WBHIDCO Ltd.
- 3) Chief Engineer (Electrical), WBHIDCO Ltd.
- 4) Chief Engineer (Civil), WBHIDCO Ltd.
- 5) Chief Financial Officer, WBHIDCO Ltd.
- 6) T.S. and OSD to Chairman, WBHIDCO Ltd.
- 7) Assistant Engineer, Electrical, WBHIDCO Ltd.
- 8) Senior Accountant GM (Electrical), WBHIDCO Ltd.
- 9) Notice Board

**General Manager (Electrical),
WBHIDCO**

4. General Terms and Conditions

1. Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered in Government e-Procurement System, through logging in to <https://wbtenders.gov.in> The bidder will have to click on to the link for e-tendering site as given in the portal
2. Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available on the website, state in Clause 3. DSC is given as a USB e-Token. Response to this tender will need to be submitted online through the website stated in Clause 3, in two folders – one is Technical Proposal and the other is Financial Proposal, before the prescribed date and time. Using the DSC, the documents are to be uploaded, virus scanned and digitally signed. The documents will get encrypted.
3. The bidder can be an Electric Bus OEM or a Bus Operator.
 - a) If the bidder is an Electric Bus OEM, then post award of the contract, the successful OEM can form a consortium or SPV with a Bus Operator, subject to written approval by the competent authority, for execution of the project. In case, Consortium or SPV is formed, OEM will remain the lead partner and there shall not be more than two partners other than OEMs in the SPV. OEM will sign the agreement with the competent authority and all the payments shall be made in the name of OEM. Prior approval of other partners of SPV shall have to be taken before the agreement from the competent authority. The OEM is also allowed to subcontract a Bus Operator for successful execution of the project, subject to written approval of the competent authority.
 - b) Similarly, if the bidder is a Bus Operator, then post award of the contract, the successful Bus Operator can form a consortium or SPV with an Electric Bus OEM, subject to written approval by the competent authority, for execution of the project. In case, Consortium or SPV is formed, the Bus Operator will remain the lead partner and there shall not be more than two partners other than OEMs in the SPV. OEM will sign the agreement with the competent authority and all the payments shall be made in the name of OEM. Prior approval of other partners of SPV shall have to be taken from the competent authority before the agreement sign off. The OEM is also allowed to subcontract a Bus Operator for successful execution of the project, subject to written approval of the competent authority.
4. The Bidder must be either Company incorporated under the Companies Act, 1956 (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time), or Partnership firm registered under The Indian Partnership Act or Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 or Registered proprietary firm in India
5. Foreign Electric Bus Manufacturers constituted under respective foreign law, not having a registered office and manufacturing facility in India, are not allowed to participate in the bidding as single bidder or member of consortium or a constituent of SPV.
6. The Bidder/s or its parent/subsidiary/sister concern from which it seeks to obtain credit for meeting Qualification Criteria specified in the document shall not have been blacklisted by any Government Agency or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India at the time of Due Date of Submission. In this regard, a Self-Attested Anti blacklisting certificate is required to be provided.
7. The Services of Bidder should not have been terminated by Authority or any other Government/Semi-Government or Public Authority or Public Institution in India, before the completion of respective Contract Period for which it has executed the Project or in process of execution of such project, on account of its poor performance, delay or abandonment of work by the Bidder. If such instance(s) shall be found by Authority during the bid process or period thereafter, then Authority at its sole discretion may reject the Bid or terminate the Agreement. The Authority at its sole discretion may reject the Bid or terminate the Agreement in respect of the bidder whose cases are pending litigation.
8. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process.

Any Bidder found to have a Conflict of Interest shall be disqualified.

9. The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment/Project, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Eligibility and Qualification Submission/Bid by paying a visit to the site and sending written queries to the Authority during Pre-Bid Meeting.
10. Proposers are encouraged to submit their respective Proposals after visiting the Authorities Office and ascertaining for themselves the availability and condition of passenger traffic, location, applicable laws and regulations, and any other matter considered relevant by them.
11. All the Buses should have the "Fit to run" certificate from the competent authority of the Government of India.
12. It shall be deemed that by submitting the Eligibility and Qualification Submission/Bid, the Bidder has:
 - Made a complete and careful examination of the information received all relevant information requested from the Authority.
 - Accepted the risk of inadequacy, error or mistake in the information provided or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above; and acknowledged that it does not have a Conflict of Interest agreed to be bound by the undertakings provided by it under and in terms hereof.
13. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
14. The Bidders shall be responsible for all of the costs associated with the preparation of their Eligibility and Qualification Submission/Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
15. Bid will need to be prepared and submitted in English.
16. All prices quoted in the Bid shall be quoted in Indian Rupee(s) (INR).
17. Bids shall remain valid for a period of 180 days from the Bid due date. The Authority reserves the right to reject a Bid as non-responsive if such Bid is valid for a period of less than Bid Validity Period and Authority shall not be liable to send an intimation of any such rejection to such Bidder.
18. In exceptional circumstances, prior to expiry of the original bid validity period, Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with bid terms in all respects.
19. The specified bus route of Newtown Areas will be provided to the lowest bidder after finalization of the same.
20. Mobilization advance will not be allowed.
21. The routes for operation of electric bus for public transportation will be decided by the Authority before Commercial Operating Date (COD). The operators will be provided time to assess the designed routes. These routes may be modified as per requirement of the operator/ authority on the sole discretion of the authority. Below are the routes selected for deployment of Electric bus services.

22. The bidder will not assign this Contract or sub-contract or any portion thereof without "WBHIDCO Ltd." prior written consent.
23. The courts of Kolkata shall have the exclusive jurisdiction to settle any dispute or claim that may arise during the tendering process and the subsequent execution.
24. This tender and the subsequent execution will be governed by the applicable laws of India and the state of West Bengal.

5. Eligibility and Technical Qualification Criteria

The bidders satisfying all the eligibility and technical criteria mentioned in the tables below, will be eligible for the opening of their financial bids.

Sl. No	Eligibility / Qualification Criteria	Documents Required
1	<p>The Bidder who are legally competent to enter into a contract as per prevailing Indian law, and must be either:</p> <p>Company incorporated under the Companies Act, 1956 (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time), or Partnership firm registered under The Indian Partnership Act or Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 or Registered proprietary firm in India</p>	<p>Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted</p> <p>Copy of registered Partnership Deed should be submitted</p> <p>Copy of Certificate of Incorporation, LLP Deed should be submitted</p> <p>Proprietorship Firm (Trade License) -Structure & Org.</p>
2	Copy of GST registration Certificate/ PAN / Sales Tax / Shop registration/ EPF Registration/ P. Tax registration Certificate, should be submitted in all cases	
3	EMD/Bid security shall be submitted byOEM/Operator as Bank Guarantee of the amount specified above.	

OEM's QualificationsCriteria: If the bidder is an OEM, then they need to satisfy the following criteria also to be eligible for opening of the financial bid:

Sl. No	OEM's Qualifications Criteria	Documents Required
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1	The OEM shall be a registered Electric Bus Manufacturer with bus manufacturing facilities in India and having experience of manufacturing and delivery of at least 10 Electric or 50 Diesel / CNG buses in India for at least 01 (One) year over the last five financial years in India.	License to manufacture Buses and evidence of bus manufacturing facilities. Details of at least 10 Electric OR 50 Diesel / CNG Buses manufactured and supplied in terms of number, year of supply and names of customers to whom supplied.
2	EM should have completed testing and certification requirements under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/Midi/Standard electric bus (100% battery operated) from the designated testing centre in India. i.e., CMVR type-approval of at least one model of electric bus.	Approval of at least one model of AC or non-AC Electric Bus along with the bid. Documents related to approval of the bus may be supplied at the time of prototype inspection.
3	The OEM shall have a Minimum Average Annual Sales Turnover (MAAT) of last 3 (three) Financial Years more than INR 25.00 Crores. OEM shall also have Net worth of INR 05.00 Crores as on 31st March 2020. OEM shall submit the Certificate of Chartered Accountant, in this regard.	Statement from the Chartered Accountant as certifying/ specifying MAAT of the Bidder as per the Annexure- 1. Statement from the Chartered Accountant as certifying/ specifying Net Worth of the Bidder as per Annexure 2

Bus Operator Qualifications Criteria: If the bidder is Bus Operator then they must satisfy the following criteria also to be eligible for opening of financial bid.

Sl. No	Bus Operators Qualifications Criteria	Documents Required
1	The Bus Fleet Operator shall have executed/undertaken similar project in any part of India for at least three years during the last 1 years immediately preceding the Bid Due Date. The bidder shall upload the documentary evidence in support of the same in the form of Work Orders and Satisfaction Certificates from the Client. The Bus Operator shall submit a backing evidence from one OEM only. OEM should also have OEM qualification as per criteria for OEM.	Bus Operation Agreement / Concessionaire Agreement of operations. Statement from the Chartered Accountant as prescribed in the as prescribed in Annexure 2 certifying/ specifying Net Worth of the Operator conforming to the provisions of this document.
2	The bus operator should have at least one Project reference of minimum operation of 10 electric buses or 50 diesel/CNG/alternative fuel/hybrid buses in India for at least one (1) year in the last 5 years.	Undertaking from Original Electric Bus Manufacturer regarding timely supply of buses, spare parts & proper service support to the bidder as per the

		Annexure 3
3	<p>The Bus Operator member shall have a Minimum Average Annual Turnover (MAAT) of INR 25 crores for the last 3 Financial Years.</p> <p>Net worth of the Operator shall be more than 5 crores as on 31st March 2020</p>	<p>Statement from the Chartered Accountant as prescribed in the Annexure certifying/ specifying MAAT of the Bidder as per the Annexure- 1.</p> <p>Statement from the Chartered Accountant certifying/ specifying Net Worth of the Bidder as per Annexure 2</p>

6. Financial Quotation

Quoted rate will be encrypted in the B.O.Q. under Financial Bid. The Item Description as mentioned in the BOQ to be read as **“PROCUREMENT, OPERATION, AND MAINTENANCE OF 3 NOS. 9 METRE LONG BATTERY-OPERATED AC ELECTRIC BUSES FOR 3 YEARS ON GROSS COST CONTRACT (GCC) BASIS.”**

The financial proposal should contain the following documents in one cover (folder) i.e., Bill of Quantities (BOQ). The bidder is to quote the per km rate (inclusive of all taxes as applicable) online through a computer in the space marked for quoting rate in the BOQ. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

7. Evaluation of Commercial Bids and Selection Method

Financial bids of only the technically qualified bidders will be opened. The lowest financial bid (L1) will be selected. The Authority will issue a Letter of Intent (LoI) to the successful bidder. The selected bidder will need to get into an agreement with the Authority within 15 days of the issue date of the LoI and submit the extended Bank Guarantee document. The Commercial Operation Date (COD) will be determined by the Authority after signing of the agreement and will be binding on the selected bidder (also called Operator, henceforth), failing which can cause invocation of the penalty clauses.

8. Detailed Scope

The detailed scope of operation of the 3 buses are as follows:

1. The operating time will be 8 hours per day including Public holidays.
2. Buses must have authority to ply on Indian Roads under MVA 1988 at the time of delivery
3. The Operator shall operate and maintain the Electric Buses on Routes defined and modified from time to time by the Authority during the Total Contract Period. The Total Contract Period means, in reference to each of the Electric Buses, a period of 3 years beginning from Commercial Operation Date (COD) of the Electric Buses which may/may not be extended solely depends on the discretion of the Authority. The term of the contract is specified of the operator’s agreement.
4. Failure in achieving COD for every Electric Bus, for reasons not attributable to the Authority or to a Force Majeure Event, and which in the opinion of the Authority can be attributable to the Operator or

OEM, as the case may be, the Operator shall pay liquidated damages equal to 0.1% of the EMD/Bid Security per day for each bus. This penalty amount will be adjusted with the quarterly payment due to the Operator. Detailed provisions are specified in the operator's agreement.

5. The Operator shall adhere to the Assured Availability Factor for the buses being 90% of contracted buses till end of contract period and the operator shall be liable for penalty or shall be provided incentive in case of any deviation from the Annual Assured Bus Kilometers mentioned by the Authority. Detailed provisions are specified in the operator's agreement.
6. Manufacture and supply of Electric buses, carryout preventive and breakdown maintenance of buses and operate buses on routes specified by Authority.
7. Authority will provide Electrical Power in the Depot at 415V LT level. Operator/Supplier company will develop the Charging Infrastructure from one location in nearby 50Mtrs to further downstream distribution up to charger. A control room will be provided for that purpose by the Authority.
8. The Authority shall pay for the cost of electricity consumed in charging of Electric Buses.
9. The operator can do the maintenance of Buses from their Service station to manage the cost of Maintenance Infrastructure at Depot or Proposed Location by the Authority/client.
10. The formula for indexation of the fee to be paid to the operator will be modified as electricity charges for charging of electric buses will be solely paid by the Authority.
11. The bidder shall provide total per Km cost. Corresponding to these cost components, determination of the quoted cost will be computed. The format for declaration of the details for the cost components is mentioned.
12. WBHIDCO reserves the right for the advertisement on these buses. The income from advertisement on these buses shall be the revenue income of WBHIDCO and the operator shall not have any right over the same.
13. Electricity charges for all activities other than charging of buses shall be borne by the Operator. Two separate electric meters shall be provided by the Operator for the purpose.
14. The Operator shall provide sufficient number of trained and duly licensed drivers to achieve Commercial Operation Date (COD) for all the buses in time. The Operator shall ensure that each driver is provided the required training as per Good Industry Practice on driving, safety, behavior and hygiene aspects as well as other aspects if any specified in Agreement. Additionally, the Operator shall provide specific training for any other aspects indicated by the Authority.
15. After completion of Contract Period, the immovable infrastructure established at various depots for charging of Electric Buses will become the property of Authority solely for its further usage by Authority. The Operator will not have any right on this immovable Infrastructure after completion of Contract Period. The Civil Infrastructure established will become the property of Authority and the Operator will not have any right on civil Infrastructure. The Operator shall handover all the above facilities in sound and working condition and an undertaking to this effect shall be submitted as per the format enclosed.
16. The minimum target should be to run the 3 buses for a total of 10000 km per quarter. Deficits in any quarter will be carried forward to the next quarter and new minimum target will be set. If the Operator exceeds the minimum target, then the amount payable will be accordingly calculated and paid to the operator at the end of the quarter. This additional distance run by the buses will not reduce the next quarter's target.
17. Any illegal activity using the buses, including but not limited to engaging drivers without valid licenses, invalid insurance and other documents, as deemed necessary as per the state government and central

government laws may lead to termination of the engagement, including forfeiture of the security deposit and subsequent blacklisting.

18. The Authority will be liable to pay for a maximum of 1,40,000 km over the 3 years period.

9. Penalty Clause - Deficiency and Incident Wise Damages/ Fines

Any deficiency in maintenance of buses need to be rectified within 7 working days from the day of the fault and due the failure, the penalty will be charged per day from 8th day are as below:

Sr. No.	Deficiencies	Fine in Terms of Rupees per day per bus
1	Modification of the design destination board or paintwork of the exterior or interior of the bus without the authorization of Authority	500
2	Missing bus body panels on the exterior/interior of the bus	500
3	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operations	500
4	Dirty vehicle(i.e., dusty handrails, chairs and floor, litter of any kind on floor, foul odor, dirty windows and glass panels, Spots) inside or outside, at the time of start of first shift in the morning	500
5	Broken/damaged windows, fixed glass, front windshield or rear windshield	250
6	Fire Extinguisher missing or beyond expiry date	250
7	Malfunctioning passenger door	500
8	Broken/Loose/Missing Passenger Seat	250
9	Loose or missing handrails, roof grab rails and/or with Sharp edges	250
10	Visible dents more than 6" beyond 1 week on the bus exterior	250
11	Malfunctioning/Broken Light in the passenger Compartment	250

12	Placing any decorative article/religious figure or symbol or political symbol inside or outside the bus without prior approval of agreement from the the Authority	250
13	Placing any poster/advertisement/stickers or similar items inside or outside the bus which mayor may not generate any revenue for theOperator unless authorized by Authority	250
14	Damage to the any vehicle tracking equipment or any Intelligent Transit Management System installed by Authority	200
15	Deterioration of Bus Speed or AC Performance due to inefficiency/malfunctioning of Battery Pack AND /OR Any other System, sub system, part	100
16	Defective brake	500
17	Damaged tyres	100
18	ACs not running up to design capacity and /or any stoppages and/or leakages of water.	250

The authority will maintain a cumulative account of all the fines payable. If the total fine payable is more than 10% of the total contract value based on the minimum distance to be covered in the specified period in this tender document, the Authority, as per their discretion, can issue a termination notice to the selected bidder. On termination, due to failure of the selected bidder in meeting the quality requirements, the authority will be able to encash the security deposit bank guarantee. The authority will also have the right to blacklist the selected bidder for a minimum period of 3 years.

The Operator is expected to run the 3 buses for a total sum of 10,000 km or more per quarter. If the minimum target of 10,000 km is not reached, then the deficit will be carried forward to the next quarter and will get added to the minimum commitment of 10,000 km to fix a new target. If by virtue of this accumulation, the total target for a quarter becomes 20,000 km, then the authority can issue a termination notice to the Operator, encash the security deposit and also have the right to blacklist the Operator for a minimum period of 3 years.

Any act by the Operator to cause wrong kilometre reading will call for penal action including, but not limited to criminal charges. Such act of willful misconduct will cause forfeiture of the performance security deposit and blacklisting for a future period of 3 years, in addition to any legal recourse that the authority deems fit.

10. Payment Milestone

Payment shall be made quarterly based on total kilometer run. Run kilometers to be inspected every week jointly by the bidders and the authority and the cumulative payable amount will be computed on a quarterly basis. On non-receipt of the penalty amount due in each quarter, the same shall be adjusted from the payable amount to the selected bidder. If the penalty amount is more than the payable amount, then the authority is not liable to pay the Operator any amount in that quarter. In such case, the authority can recover the amount from the security deposit bank guarantee.

If the Operator exceeds their quarterly target, the Authority will be liable to pay the Operator at the rate quoted for the actual kilometres run, subject to a cumulative cap of 1,40,000 over the 3 year period.

11. Annexures

Annexure 1

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

{On Statutory Auditor's letterhead}

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

Turnover

In case of Single Bidder:

Financial Year	2017-18	2018-19	2019-20
Single Entity	-	-	-

CHARTERED ACCOUNTANT:

(Signature with Seal)

Membership No.

Address:

Annexure 2

Format for Certification for Net worth From Chartered Accountant

Date:

To,
The General Manager (Electrical)
WB HIDCO Ltd.
HIDCO BHABAN, Newtown.
Kolkata 700156.

Dear Sir/Madam,

We have examined the books of accounts and other relevant records of<<Bidder along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the net worth is as per details givenbelow:

Information from Balance Sheets (in INR) In case of
Single Bidder:

Financial Year	2019-20
single Entity	-

(Signature of the Chartered Accountant)

Name:

Designation:

MembershipNumber :

Date:

CompanySeal :

BusinessAddress

Annexure 3

Undertaking from Original Electric Bus Manufacturer

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

- i) We, will give priority to M/s. _____, (Name of an OEM) in providing the Contracted Buses to the Bidder as per delivery schedule once agreed [i.e., all **3 Air-Conditioned Electric Buses** (as mentioned in Scope of Work) to be supplied starting from _____ month to _____ months from the date of issue of **LOI by WB HIDCO**].
- ii) We will provide adequate service support (AMC) to ensure smooth running of the Contracted Buses offered by the Bidder.
- iii) We will ensure timely supply of spare parts to the Bidder for the maintenance of contracted buses.
- iv) We will prioritize training to the Drivers and Technicians of the Bidder.
- v) We will provide the requisite technical know-how from time to time with technical literature to the Bidder and WB HIDCO.
- vi) The vehicle being offered is _____ (make and model) and its specifications are complying.

Stamp & Signature of the Authorized Signatory of Electric Bus Manufacturer

Annexure 4

Format of Bank Guarantee for Earnest Money Deposit

(To be issued by a Scheduled Bank's Branch in.....)

(On a Non-Judicial Stamp Paper of appropriate value)

To
The General Manager (Electrical)
WBHIDCO Ltd.
HIDCO BHABAN, Newtown
Kolkata 700156.
Email-

Whereas:

A., a company incorporated under the companies Act, 2013 having its registered office at _____ (insert the address of the registered office of the bidder) has submitted a Bid for Selection of Operator for Procurement, Operation and Maintenance ofNos.metres Electric buses. Having Tender Number & Date Datedhereinafter called "The Project" to West Bengal Housing infrastructure Development Corporation Ltd, commonly Known as WBHIDCO Ltd.

B. The RFP queries the Bidder furnish Earnest Money Deposit in the form of bank Guarantee at the time of submission of the Bid to West Bengal Housing infrastructure Development Corporation Ltd for a Sum of Rs. (Rupees in words) only (the "Earnest Money Deposit") as security for due and faithful performance of its obligations, under and in accordance with the Tender.

We Through our Branch at (the "Bank") have agreed to furnish this Bank Guarantee by way Bid Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Bidder obligations under and in accordance with the Agreement, and agrees and undertakes to pay to WBHIDCO, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to WBHIDCO such sum or sums up to an aggregate sum of the **Bank Guarantee** as WBHIDCO shall claim, without WBHIDCO being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from WBHIDCO that the Bidder has committed default in the due and faithful performance of all or any of its obligations shall be conclusive, final and binding on the Bank. The Bank further agrees that WBHIDCO shall be the sole judge as to whether the Bidder is in default in due and faithful performance of its obligations under the Agreement and its decision that the Bidder is in default shall be final, and binding on the Bank, notwithstanding any differences between WBHIDCO and the

Bidder, or any dispute between them pending before any court, tribunal, arbitrators or any other WBHIDCO, or by the discharge of the Bidder for any reason whatsoever.

3. In order to give effect to this Bank Guarantee WBHIDCO shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Bidder and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
4. It shall not be necessary for WBHIDCO to proceed against the Bidder before presenting to the Bank its demand under this Bank Guarantee.
5. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Security Amount and this Security will remain in force till ~~---(date)-----~~ (180 days)
6. Upon request made by the Bidder for release of Bank Guarantee along with the particulars required hereunder, in accordance with the terms of the tender, WBHIDCO shall release the Bank Guarantee forthwith provided the Bidder is not in breach of the tender.
7. The Bank undertakes not to revoke this Bid Security during its currency, except with the previous express consent of WBHIDCO in writing.
8. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by M.D. / Jt. M.D. of WBHIDCO that the envelope was so posted shall be conclusive.

9. Notwithstanding anything contained herein:

- i) Our (Bank) liability under the Bank Guarantee shall not exceed Rs (in words) only
- ii) This Bank Guarantee is valid up to (date) (180 days)
- iii) We (Bank) are liable to pay this guaranteed amount or any part thereof under this Bank Guarantee only and only if WBHIDCO serves upon Bank a written claim or demand to the Bank.

Signed and sealed this Day of, at

(SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank

Signature of the authorized person of the bank

Name:

Designation
Code Number:
Address:

Stamp/ seal of the bank:

Signed Sealed and Delivered for and on behalf of the Bank by the above named.....

In the presence of:

Witness1:

Witness2:

Signature.....

Signature.....

.....

Name.....

Name.....

.....

Address:

Address:

NOTES:

- I. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- II. The address, telephone number, email and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Undertaking for Handing Over of Civil Infrastructure

{On bidder's letterhead}

Date: _____

To,

The General Manager (Electrical)

West Bengal Housing Infrastructure Development Corporation Ltd,

HIDCO BHABAN, Newtown.

Kolkata – 700 156.

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

Dear Sir/Madam,

I am writing with respect to the project of PROCUREMENT, OPERATION, AND MAINTENANCE OF 3 NOS. 9 METRE LONG BATTERY-OPERATED AC ELECTRIC BUSES FOR 3 YEARS ON GROSS COST CONTRACT (GCC) BASIS.

I hereby confirm that after completion of Contract Period, the entire civil infrastructure established at depot(s) for charging of Electric Buses will become the property of AUTHORITY solely for its further usage by AUTHORITY.

_____ (Name of the Bidder) will not have any right on this Infrastructure after completion of Contract Period.

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

Yours sincerely,

Name

:

Designation:

Organization:

Seal of the Organization: